



City of Saratoga Springs, NY

Risk and Safety Manual

Office of Risk and Safety
474 Broadway, Saratoga Springs, NY 12866

Mission Statement:

The Office of Risk and Safety is charged with assisting the City Council in providing a safe and healthy working environment for its employees in accordance with federal and state regulatory requirements. Risk and Safety oversees the identification of and measurement of the risks facing the City and community at large. It responds to and assists in the resolution of safety related inquiries and complaints from citizens, employees, and employee bargaining units. It is the point person in assisting and responding to local, state and federal regulatory matters as they pertain to risk and safety issues. Risk and Safety develops programming in response to federal and state regulatory mandates and the City insurer's loss prevention recommendations.

Participation in the City's Capital Budget Committee is vital to the Office's mission of risk mitigation by preparing annual requests from the Safety Committee to facilitate the repair, refurbishment and/or replacement of the City's buildings, equipment and/or property in accordance with the City's insurance loss prevention studies, City Fire Department Inspections, and federal and/or state regulatory and compliance mandates.

The Office of Risk and Safety is responsible for the management of the City's Property and Casualty Insurance Program. It manages the procurement of the insurance and the City's incidents, claims and litigation covered by that insurance program. On a proactive basis, it sets the insurance limits for the City's bids and contractual agreements and assists the City Attorney with employment practice matters as part of the City's insurance program.

Risk and Safety provides risk and safety policy programming recommendations to City Departments, its community partners, and City Council for adoption and assists in implementing the programming as adopted by City Council. Lastly, it assists the Department of Public Safety in managing the emergency management programming for the City.

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Part One: Contract Administration

Title: Contract Administration Protocol 041916

Date of Origin: 090704

Responsible Party: City Council

I. Policy:

The Mayor and/or a Commissioner may initiate a contract review process for contractual agreements that will be brought before the City Council for approval. This Contract Administration Protocol must be completed by the City Department establishing the contractual agreement (the "Contracting Department") and by the Purchasing Department, Finance Department, Director of Risk and Safety and City Attorney PRIOR to the presentation of any contract to the City Council for review and consideration. The identification of a funding source and a budget appropriation must be in place PRIOR to the presentation of the contract for goods and/or services.

The Mayor of the City of Saratoga Springs per the City's Charter shall have the sole responsibility of executing contractual agreements on behalf of the City Council with its permission.

II. Protocol:

Contracts, Addendum and Amendments:

1. Any department within the City may initiate contractual agreements, addendum or amendments for goods and/or services purchased and provided to the City.
2. Department personnel shall utilize the City contract template as approved by the City Council whenever practicable. Contracts not on the City's contract template must be submitted to the City Attorney for approval PRIOR to placement in the NOVUS System.
3. The Contracting Department must obtain two original contracts, addendums or amendments executed by the vendor for signature by the Mayor after Council approval.
4. The Contracting Department shall have the responsibility of uploading the contractual agreement executed by the vendor into the City's NOVUS System a **minimum** of five (5) business days prior to the next available City Council Meeting. The contractual agreement must be executed by the vendor and/or service provider PRIOR to uploading the contract package into NOVUS. Supporting Documentation is required and shall include but not be limited to a proposal, RFP, RFQ or IFB documentation including drawings and any other special project considerations deemed appropriate.
5. Insurance certificates meeting the requirements of the contract must be included with the contract package uploaded into NOVUS for approval.
6. A certification of sufficient funds, when required, must accompany the contract submission in NOVUS.
7. The budget appropriation must be identified and communicated to the Finance Department when the contract package is uploaded into NOVUS for approval.
8. The Purchasing Agent shall have the responsibility of examining the contractual documents to determine whether or not the Contract Package meets City Purchasing Guidelines.
9. The Finance Department shall have the responsibility of confirming whether or not funding is available for the Department's request for contracted goods and/or services according to the City's Finance Policies.
10. The Director of Risk and Safety shall have the responsibility of examining the contract package for its legal contents as they apply to the City's laws and protocols for establishing the insurance and indemnification language needed within the contractual agreement. The Director of Risk and Safety shall also have the responsibility of reviewing the certificates of insurance required for the contract.
11. The City Attorney shall be responsible for reviewing the contract package for its legal contents as they apply to the City's laws and protocols and be responsible for reviewing the contract package in the context of the City's Charter for approval PRIOR to the contract's final submission to City Council for review and consideration.
12. If a contract is rejected by the City's Purchasing Agent, Finance Department, Director of Risk and Safety or the City Attorney within the NOVUS System, the Contracting Department shall have the responsibility of correcting the deficiencies as identified and resubmitting the contract into NOVUS for the process to begin again.
13. All criteria outlined within the parameters of the Contract Administration Protocol must be met PRIOR to introducing the contractual agreement for consideration by the City Council.
14. Upon approval of the City Council, the Contracting Department shall obtain the Mayor's signature on the two original contracts as executed by the vendor. One original shall be sent to the approved vendor upon the Mayor's execution. The second original fully executed contract shall be scanned as a PDF document and the original filed in the City's vault.
15. The Secretary to the City Council shall have the responsibility of cataloguing and filing contractual agreements as approved by City Council and shall maintain an alphabetical listing of contracts executed on an annual basis.

Change Orders:

1. A change order is as defined as a written order issued by the Department covering contingencies, extra work, deductions, increases or decreases and additions, alterations or omissions to the plans or specifications. Change orders are usually associated with construction/capital projects or projects that involve a contract for public work.
2. A Change Order must be submitted for any contractual change in the original contract's terms and conditions that affect the pricing and time schedule of a previously approved contract regardless of the dollar amount. (Please note: the City cannot make expenditures without a funding appropriation, per the City Charter.)
3. Change Orders must be made on the City's "Change Order" Template whenever practicable. Current certificates of insurance and a certification of sufficient funds must be included for review in the NOVUS contract approval module. Change orders shall be circulated in NOVUS per the contract module process.
4. All contractual change orders for price and/or time must be brought to the next City Council meeting for discussion and approval, but no later than thirty (30) days of the City's notification of the proposed change to the original contract terms and conditions.
5. In the event of an emergency situation as defined in the City's Purchasing Policy, the City Council shall immediately be notified via memorandum and/or email providing the details causing the change and include the financial terms associated with the request. The emergency Change order shall then be brought to the next available City Council meeting for discussion and approval.
6. Change orders shall be reviewed by the Purchasing Agent, Finance Department, Director of Risk and Safety and City Attorney, per the City's Contract Administration Protocol, prior to approval by the City Council.
7. The City Engineer, upon approval of the Commissioner of Public Works, or the designated City Project Manager upon approval of their Department Head (Mayor or Commissioner), shall be able to approve on site changes during a public works construction project for an amount not to exceed twenty thousand dollars (\$20,000). These on site approvals shall be formalized in detail in a change order placed in the NOVUS contract module for approval at the next available City Council meeting.
8. The Contracting Department shall file the executed copy of the change orders and their supporting documentation with the City Clerk.
9. After approval from the City Council and executions of the change order, the Contracting Department shall request and the Purchasing Agent shall issue a purchase order.



City of Saratoga Springs, NY Contract

City Project Number: _____ City Project Name: _____
 City Department: _____ Department Contact Person: _____ City Ext. _____
 Company Name: _____
 Company Address: _____
 Company Telephone No.: _____ Company Fax No.: _____
 Vendor and/or Service Provider Primary Contact: _____ Title: _____
 Primary Contact Email: _____
 Service to be Provided: _____
 Remit Name (If different from above): _____
 Remit Address: _____

1. **Scope of Agreement:** In response to a request for a pricing proposal requested by the City for _____, the Vendor and/or Service Provider submitted proposals dated _____ (the "Proposals/Statement of Work"), which are attached hereto as Exhibit A. The Vendor and/or Service Provider shall provide to the City the products and services set forth therein. The Vendor and/or Service Provider assumes full responsibility for the provision of the products and services made available in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City. The Vendor and/or Service Provider assumes all risks in the performance of all its activities authorized by this Agreement.
2. **Term of Agreement:** The term of this Agreement shall commence per the date of approval of this Agreement by the City Council of the City of Saratoga Springs. This Agreement shall continue in force from the effective date until the work provided as described herein is satisfactorily completed or by _____. Any modification of the work performed by the Vendor and/or Service Provider shall be made in writing and shall not be undertaken until the City agrees to the modification. The Vendor and/or Service Provider assume full responsibility for the provision of the products and services contracted for in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with prior written notice and written approval of the City. The Vendor and/or Service Provider will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. The Vendor and/or Service Provider assume all risks in the performance of all its activities authorized by this Agreement.
3. **Terms of Payment:** Vendor and/or Service Provider will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days of receipt of the invoice or as practicable. The City shall pay the Vendor and/or Service Provider in accordance with the City Charter per the Purchasing Guidelines established by the City. All work performed under this agreement must be in accordance with the NYS Department of Labor Prevailing Wage Regulations. The Costs, fees, and disbursements associated with the provisions of the products and services shall be determined in accordance with the proposal submitted not to exceed _____, a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.
4. **Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Mayor/Commissioner of _____ is the designated Project Manager for this Agreement and shall represent the City in all matters and has the authority to affect the delivery of products and/or services. The Project Manager for the Vendor and/or Service Provider is _____. Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

To the City: Mayor/Commissioner____, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

With a copy to: City Attorney, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

To Vendor and/or Service Provider: _____
5. **Conflicts of Interest:** The Vendor and/or Service Provider represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.

6. **City Property:** All information and materials received hereunder by the Vendor and/or Service Provider from the City are and shall remain the sole and exclusive property of the City and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider. All intellectual property, created by the Vendor and/or Service Provider hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. Effective upon their creation pursuant to the terms of this Agreement, the Vendor and/or Service Provider conveys, assigns and transfers to the City the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final or otherwise, including all trademarks and copyrights. The Vendor and/or Service Provider hereby agrees to take all necessary and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction and marketing by or through the Vendor and/or Service Provider, its agents, employees, or subcontractors. Nothing herein shall preclude the Vendor and/or Service Provider from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Vendor and/or Service Provider's business. The Contractor grants to the City a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing software, tools or techniques delivered by the Vendor and/or Service Provider under this Agreement. Any written reports, opinions and advice rendered by the Vendor and/or Service Provider shall become the sole and exclusive property of the City, and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider.
7. **Retention of Records:** The Vendor and/or Service Provider shall make available to the City all information pertinent to the project, including reports, studies, drawings, and any other data. All original records generated as a result of the project shall be maintained by the Vendor and/or Service Provider for a period of six (6) years after expiration of the Agreement. Upon request, copies of those records shall be provided to the City at no cost.
8. **Independent Vendor and/or Service Provider Status:** It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Vendor and/or Service Provider's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Vendor and/or Service Provider and its staff are to be and shall remain an independent Vendor and/or Service Provider with respect to all services performed under this Agreement. The Vendor and/or Service Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Vendor and/or Service Provider or other persons, while engaged in the performance of any work or services required by the Vendor and/or Service Provider under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Vendor and/or Service Provider, its officers, agents, Vendor and/or Service Providers or employees shall in no way be the responsibility of the City; and the Vendor and/or Service Provider shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.
9. **Insurance:** The City of Saratoga Springs herein requires the following terms and conditions regarding the agreement for the provision of professional services as outlined above: The Vendor and/or Service Provider shall procure and maintain during the term of this Agreement, at the Vendor and/or Service Provider's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Vendor and/or Service Provider shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Vendor and/or Service Provider. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Vendor and/or Service Provider may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide). If the Vendor and/or Service Provider fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the Agreement; (2) withholding any/all payment(s) due under this Agreement or any

other Agreement it has with the Vendor and/or Service Provider (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Vendor and/or Service Provider.

The City of Saratoga Springs requires the Vendor and/or Service Provider name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- A. For **projects whose total value is between Zero and \$100,000:**
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Excess Insurance:** One Million Dollars per Occurrence Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- B. For **projects whose total value is between \$100,000 and \$500,000:**
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Excess Insurance:** Three Million Dollars per Occurrence Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- C. For **projects whose total value is between \$500,000 and \$1,000,000:**
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Excess Insurance:** Five Million Dollars per Occurrence Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- D. For projects involving the provision of **professional services:**
- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
 - **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
 - **Excess Insurance:** Five Million Dollars per Occurrence Aggregate;
 - **Professional Errors and Omissions:** One Million Dollars per Claim with Two Million Dollars Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- E. If the project in question involves any form of pollution risk or exposure, environmental hazard, asbestos or special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.

It shall be an affirmative obligation of the Vendor and/or Service Provider to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Vendor and/or Service Provider acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Vendor and/or Service Provider is to provide the City with a Certificate of Insurance naming the City as **Additional Insured on a primary and non-contributory basis prior** to the commencement of any work or use of City facilities. The failure to object to the

contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Vendor and/or Service Provider utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Vendor and/or Service Provider. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an **Additional Insured on a primary and non-contributory** basis for all those activities performed within its contracted activities for the contract as executed.

10. **Indemnification:** The Vendor and/or Service Provider, to the fullest extent provided by law, shall indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Vendor and/or Service Provider or its employees or anyone for whom the Vendor and/or Service Provider is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Vendor and/or Service Provider, as aforesaid. The Vendor and/or Service Provider's responsibility under this section shall not be limited to the required or available insurance.
11. **Americans with Disabilities Act:** The Vendor and/or Service Provider agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Vendor and/or Service Provider agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Vendor and/or Service Provider. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.
12. **Safety:** The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Vendor and/or Service Provider. If the City of Saratoga Springs exercises its rights pursuant to this part, the Vendor and/or Service Provider shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Vendor and/or Service Provider's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor and/or Service Provider's work. In such case, Vendor and/or Service Provider shall immediately cure the defect. If the Vendor and/or Service Provider fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this Agreement, any payments for work completed by the Vendor and/or Service Provider shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different Vendor and/or Service Provider.
13. **Vendor and/or Service Provider Code of Conduct:** The City of Saratoga Springs is committed to conduct business in a lawful and ethical manner and expects the same standards from Vendor and/or Service Providers/suppliers that the City conducts business with. The City requires that all Vendor and/or Service Providers/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its' business relationship with Vendor and/or Service Providers/suppliers. Vendor and/or Service Providers/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all Vendor and/or Service Providers/suppliers meet the following standards:

- Legal: Vendor and/or Service Providers/suppliers and their sub-contractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- Discrimination: No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- Right to organize: Employees of the Vendor and/or Service Provider/supplier should have the right to decide whether they want collective bargaining.
- Sub-contractors: Vendor and/or Service Providers/suppliers shall ensure that sub-contractors shall operate in a

manner consistent with this Code.

- **Protection of the Environment:** Vendor and/or Service Providers/suppliers shall comply with all applicable environmental laws and regulations. Where practicable, Vendor and/or Service Providers/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

The undersigned Vendor and/or Service Provider/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor and/or Service Provider/Supplier Code of Conduct and agrees that any and all of its facilities and sub-contractors doing business with the City will receive the Code and will abide by each and every term therein.

Vendor and/or Service Provider/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor and/or Service Provider/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

14. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.
15. **NYS Licensure for Professional Services:** Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.
16. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
17. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).
18. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.
19. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.
20. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and or any reason by mailing written notice to the Vendor and/or Service Provider at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear

necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.

21. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default.
22. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.
23. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.
24. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.
25. **Modification:** This Agreement may be modified only by a writing signed by both parties.
26. **Execution:**

This Agreement may be executed in separate counterparts, which together shall constitute the Agreement of the parties, provided that all of the parties to this Agreement have executed their respective copy of this Agreement.

City Certification: In addition to the acceptance of this Agreement, I certify that original copies of this signature page will be attached to all other exact copies of this Agreement.

Vendor and/or Service Provider Certification : In addition to the acceptance of this Agreement, I certify that all information provided to the City with respect to New York State Finance Law Section 139-k is complete, true and accurate.

All Parties, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Vendor and/or Service Provider Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

City of Saratoga Springs' Signature: _____ **Date:** _____

Print Name: Joanne Yepsen **Title:** Mayor **City Council Approval Date:** _____



City of Saratoga Springs' Vendor and/or Service Provider Agreement

City Project Number: _____ City Project Name: _____
 City Department: _____ Department Contact Person: _____ City Ext. _____
 Company Name: _____
 Company Address: _____
 Company Telephone No.: _____ Company Fax No.: _____
 Vendor and/or Service Provider Primary Contact: _____ Title: _____
 Primary Contact Email: _____
 Service to be Provided: _____
 Remit Name (If different from above): _____
 Remit Address: _____

- Scope of Agreement:** In response to a request for a pricing proposal requested by the City for _____, the Vendor and/or Service Provider submitted proposals dated _____ (the "Proposals/Statement of Work"), which are attached hereto as Exhibit A. The Vendor and/or Service Provider shall provide to the City the products and services set forth therein. The Vendor and/or Service Provider assumes full responsibility for the provision of the products and services made available in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City. The Vendor and/or Service Provider assumes all risks in the performance of all its activities authorized by this Agreement.
- Term of Agreement:** The term of this Agreement shall commence per the date of approval of the City Purchasing Agent and the Director of Risk and Safety. This Agreement shall continue in force from the effective date until the work provided as described herein is satisfactorily completed or by _____. Any modification of the work performed by the Vendor and/or Service Provider shall be made in writing and shall not be undertaken until the City agrees to the modification. The Vendor and/or Service Provider assume full responsibility for the provision of the products and services contracted for in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with prior written notice and written approval of the City. The Vendor and/or Service Provider will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. The Vendor and/or Service Provider assume all risks in the performance of all its activities authorized by this Agreement.
- Terms of Payment:** Vendor and/or Service Provider will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days of receipt of the invoice or as practicable. The City shall pay the Vendor and/or Service Provider in accordance with the City Charter per the Purchasing Guidelines established by the City. All work performed under this agreement must be in accordance with the NYS Department of Labor Prevailing Wage Regulations. The Costs, fees, and disbursements associated with the provisions of the products and services shall be determined in accordance with the proposal submitted not to exceed _____, a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.
- Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Mayor/Commissioner of _____ is the designated Project Manager for this Agreement and shall represent the City in all matters and has the authority to affect the delivery of products and/or services. The Project Manager for the Vendor and/or Service Provider is _____. Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

To the City: Mayor/Commissioner _____, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

With a copy to: City Attorney, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

To Vendor and/or Service Provider: _____
- Conflicts of Interest:** The Vendor and/or Service Provider represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.

6. **City Property:** All information and materials received hereunder by the Vendor and/or Service Provider from the City are and shall remain the sole and exclusive property of the City and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider. All intellectual property, created by the Vendor and/or Service Provider hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. Effective upon their creation pursuant to the terms of this Agreement, the Vendor and/or Service Provider conveys, assigns and transfers to the City the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final or otherwise, including all trademarks and copyrights. The Vendor and/or Service Provider hereby agrees to take all necessary and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction and marketing by or through the Vendor and/or Service Provider, its agents, employees, or subcontractors. Nothing herein shall preclude the Vendor and/or Service Provider from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Vendor and/or Service Provider's business. The Contractor grants to the City a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing software, tools or techniques delivered by the Vendor and/or Service Provider under this Agreement. Any written reports, opinions and advice rendered by the Vendor and/or Service Provider shall become the sole and exclusive property of the City, and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider.
7. **Retention of Records:** The Vendor and/or Service Provider shall make available to the City all information pertinent to the project, including reports, studies, drawings, and any other data. All original records generated as a result of the project shall be maintained by the Vendor and/or Service Provider for a period of six (6) years after expiration of the Agreement. Upon request, copies of those records shall be provided to the City at no cost.
8. **Independent Vendor and/or Service Provider Status:** It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Vendor and/or Service Provider's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Vendor and/or Service Provider and its staff are to be and shall remain an independent Vendor and/or Service Provider with respect to all services performed under this Agreement. The Vendor and/or Service Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Vendor and/or Service Provider or other persons, while engaged in the performance of any work or services required by the Vendor and/or Service Provider under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Vendor and/or Service Provider, its officers, agents, Vendor and/or Service Providers or employees shall in no way be the responsibility of the City; and the Vendor and/or Service Provider shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.
9. **Insurance:** The City of Saratoga Springs herein requires the following terms and conditions regarding the agreement for the provision of professional services as outlined above: The Vendor and/or Service Provider shall procure and maintain during the term of this Agreement, at the Vendor and/or Service Provider's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Vendor and/or Service Provider shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Vendor and/or Service Provider. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Vendor and/or Service Provider may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide). If the Vendor and/or Service Provider fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the Agreement; (2) withholding any/all payment(s) due under this Agreement or any

other Agreement it has with the Vendor and/or Service Provider (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Vendor and/or Service Provider.

The City of Saratoga Springs requires the Vendor and/or Service Provider name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

A. For projects whose total value is between Zero and \$34,999:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- **Excess Insurance:** One Million Dollars per Occurrence Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

B. For projects involving the provision of professional services:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- **Excess Insurance:** Five Million Dollars per Occurrence Aggregate;
- **Professional Errors and Omissions:** One Million Dollars per Claim with Two Million Dollars Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

C. If the project in question involves any form of pollution risk or exposure, environmental hazard, asbestos or special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.

It shall be an affirmative obligation of the Vendor and/or Service Provider to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Vendor and/or Service Provider acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Vendor and/or Service Provider is to provide the City with a Certificate of Insurance naming the City as **Additional Insured on a primary and non-contributory basis prior** to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Vendor and/or Service Provider utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Vendor and/or Service Provider. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an **Additional Insured on a primary and non-contributory** basis for all those activities performed within its contracted activities for the contact as executed.

10. **Indemnification:** The Vendor and/or Service Provider, to the fullest extent provided by law, shall indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Vendor and/or Service Provider or its employees or anyone for whom the Vendor and/or Service Provider is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Vendor and/or Service Provider, as aforesaid. The Vendor and/or Service Provider's responsibility under this section shall not be limited to the required or available insurance.

11. **Americans with Disabilities Act:** The Vendor and/or Service Provider agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Vendor and/or Service Provider agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Vendor and/or Service Provider. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.
12. **Safety:** The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Vendor and/or Service Provider. If the City of Saratoga Springs exercises its rights pursuant to this part, the Vendor and/or Service Provider shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Vendor and/or Service Provider's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor and/or Service Provider's work. In such case, Vendor and/or Service Provider shall immediately cure the defect. If the Vendor and/or Service Provider fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this Agreement, any payments for work completed by the Vendor and/or Service Provider shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different Vendor and/or Service Provider.
13. **Vendor and/or Service Provider Code of Conduct:** The City of Saratoga Springs is committed to conduct business in a lawful and ethical manner and expects the same standards from Vendor and/or Service Providers/suppliers that the City conducts business with. The City requires that all Vendor and/or Service Providers/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its' business relationship with Vendor and/or Service Providers/suppliers. Vendor and/or Service Providers/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all Vendor and/or Service Providers/suppliers meet the following standards:

- Legal: Vendor and/or Service Providers/suppliers and their sub-contractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- Discrimination: No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- Right to organize: Employees of the Vendor and/or Service Provider/supplier should have the right to decide whether they want collective bargaining.
- Sub-contractors: Vendor and/or Service Providers/suppliers shall ensure that sub-contractors shall operate in a manner consistent with this Code.
- Protection of the Environment: Vendor and/or Service Providers/suppliers shall comply with all applicable environmental laws and regulations. Where practicable, Vendor and/or Service Providers/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

The undersigned Vendor and/or Service Provider/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor and/or Service Provider/Supplier Code of Conduct and agrees that any and all of its facilities and sub-contractors doing business with the City will receive the Code and will abide by each and every term therein.

Vendor and/or Service Provider/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor and/or Service Provider/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

14. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service

Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.

15. **NYS Licensure for Professional Services:** Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.
16. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
17. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).
18. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.
19. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.
20. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and or any reason by mailing written notice to the Vendor and/or Service Provider at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
21. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default.
22. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.
23. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether

written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.

- 24. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.
- 25. **Modification:** This Agreement may be modified only by a writing signed by both parties.
- 26. **Execution:** This Agreement shall constitute the Agreement of the parties.

Vendor and/or Service Provider Certification : In addition to the acceptance of this Agreement, I certify that all information provided to the City with respect to New York State Finance Law Section 139-k is complete, true and accurate.

Vendor and/or Service Provider Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____



City of Saratoga Springs, NY: Risk and Safety Agreement for Contractor Services
(For Construction Projects Whose Values are Less Than One Hundred Thousand Dollars)

City Project Number: _____ City Project Name: _____ Prevailing Wage Project No.: _____
City Department: _____ Department Contact Person: _____ City Ext. _____
Company Name: _____
Company Address: _____
Company Telephone No.: _____ Company Fax No.: _____
Contractor Primary Contact for This Project: _____ Title: _____

Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Contractor represents that it has all necessary governmental licenses to perform the services described herein.

The Contractor shall procure and maintain during the term of this contract, at the Contractor's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Contractor may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide). If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Contractor.

The City of Saratoga Springs requires the Contractor name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- **Excess Insurance:** One Million Dollars per Occurrence Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

It shall be an affirmative obligation of the Contractor to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Contractor acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Contractor is to provide the City with a Certificate of Insurance naming the City as **Additional Insured on a primary and non-contributory basis prior** to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Contractor utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Contractor. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an **Additional Insured on a primary and non-contributory** basis for the same coverage all those activities performed within its contracted activities for the contact as executed.

The Contractor, to the fullest extent provided by law, shall defend, indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and

expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Contractor or its employees or anyone for whom the Contractor is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Contractor, as aforesaid.

The Contractor agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Contractor agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Contractor. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.

The Contractor will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Contractor's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Contractor and its staff are to be and shall remain an independent Contractor with respect to all services performed under this Agreement. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Contractor, its officers, agents, Contractors or employees shall in no way be the responsibility of the City; and the Contractor shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay

The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this contract whenever Contractor and/or Contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of Contractor's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Contractor. If the City of Saratoga Springs exercises its rights pursuant to this part, the Contractor shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Contractor's service to the public or the City of Saratoga Springs' immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect. If the Contractor fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this contract. In the event that the City of Saratoga Springs terminates this contract, any payments for work completed by the Contractor shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different vendor.

Contractor, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Contractor Signature: _____ **Date:** _____



City of Saratoga Springs, NY: Risk and Safety Agreement for Contractor Services
(For Construction Projects Whose Values \$100K and \$500K)

City Project Number: _____ City Project Name: _____ Prevailing Wage Project No.: _____
City Department: _____ Department Contact Person: _____ City Ext. _____
Company Name: _____
Company Address: _____
Company Telephone No.: _____ Company Fax No.: _____
Contractor Primary Contact for This Project: _____ Title: _____

Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Contractor represents that it has all necessary governmental licenses to perform the services described herein.

The Contractor shall procure and maintain during the term of this contract, at the Contractor's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Contractor may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide). If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Contractor.

The City of Saratoga Springs requires the Contractor name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- **Excess Insurance:** Three Million Dollars per Occurrence Aggregate; AND
NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance: Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

It shall be an affirmative obligation of the Contractor to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Contractor acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Contractor is to provide the City with a Certificate of Insurance naming the City as **Additional Insured on a primary and non-contributory basis prior** to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Contractor utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Contractor. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an **Additional Insured on a primary and non-contributory** basis for the same coverage all those activities performed within its contracted activities for the contact as executed.

The Contractor, to the fullest extent provided by law, shall defend, indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or

purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Contractor or its employees or anyone for whom the Contractor is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Contractor, as aforesaid.

The Contractor agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Contractor agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Contractor. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.

The Contractor will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Contractor's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Contractor and its staff are to be and shall remain an independent Contractor with respect to all services performed under this Agreement. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Contractor, its officers, agents, Contractors or employees shall in no way be the responsibility of the City; and the Contractor shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay

The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this contract whenever Contractor and/or Contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of Contractor's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Contractor. If the City of Saratoga Springs exercises its rights pursuant to this part, the Contractor shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Contractor's service to the public or the City of Saratoga Springs' immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect. If the Contractor fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this contract. In the event that the City of Saratoga Springs terminates this contract, any payments for work completed by the Contractor shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different vendor.

Contractor, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Contractor Signature: _____ **Date:** _____



City of Saratoga Springs, NY: Risk and Safety Agreement for Contractor Services
(For Construction Projects Whose Values are \$500K and \$1 Million)

City Project Number: _____ City Project Name: _____ Prevailing Wage Project No.: _____
City Department: _____ Department Contact Person: _____ City Ext. _____
Company Name: _____
Company Address: _____
Company Telephone No.: _____ Company Fax No.: _____
Contractor Primary Contact for This Project: _____ Title: _____

Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Contractor represents that it has all necessary governmental licenses to perform the services described herein.

The Contractor shall procure and maintain during the term of this contract, at the Contractor's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Contractor may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide). If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Contractor.

The City of Saratoga Springs requires the Contractor name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- **Excess Insurance:** Five Million Dollars per Occurrence Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

It shall be an affirmative obligation of the Contractor to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Contractor acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Contractor is to provide the City with a Certificate of Insurance naming the City as **Additional Insured on a primary and non-contributory basis prior** to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Contractor utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Contractor. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an **Additional Insured on a primary and non-contributory** basis for the same coverage all those activities performed within its contracted activities for the contact as executed.

The Contractor, to the fullest extent provided by law, shall defend, indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and

expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Contractor or its employees or anyone for whom the Contractor is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Contractor, as aforesaid.

The Contractor agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Contractor agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Contractor. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.

The Contractor will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Contractor's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Contractor and its staff are to be and shall remain an independent Contractor with respect to all services performed under this Agreement. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Contractor, its officers, agents, Contractors or employees shall in no way be the responsibility of the City; and the Contractor shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay

The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this contract whenever Contractor and/or Contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of Contractor's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Contractor. If the City of Saratoga Springs exercises its rights pursuant to this part, the Contractor shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Contractor's service to the public or the City of Saratoga Springs' immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect. If the Contractor fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this contract. In the event that the City of Saratoga Springs terminates this contract, any payments for work completed by the Contractor shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different vendor.

Contractor, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Contractor Signature: _____ **Date:** _____



City of Saratoga Springs, NY: Risk and Safety Agreement for Professional Services
 (For Professional Services Licensed by the State of New York Office of Professions Education Department)

City Project Number: _____ City Project Name: _____ Prevailing Wage Project No.: _____
 City Department: _____ Department Contact Person: _____ City Ext. _____
 Company Name: _____
 Company Address: _____
 Company Telephone No.: _____ Company Fax No.: _____
 Consultant Primary Contact for This Project: _____ Title: _____

Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Consultant represents that it has all necessary governmental licenses to perform the services described herein.

The Consultant shall procure and maintain during the term of this contract, at the Consultant's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Consultant shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Consultant. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Consultant may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-VII" or better by A.M. Best (Current Rate Guide). If the Consultant fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Consultant.

The City of Saratoga Springs requires the Consultant name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- **Excess Insurance:** Five Million Dollars per Occurrence Aggregate;
- **Professional Errors and Omissions Insurance:** One Million per Claim with Two Million Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

It shall be an affirmative obligation of the Consultant to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Consultant acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Consultant is to provide the City with a Certificate of Insurance naming the City as **Additional Insured on a primary and non-contributory basis prior** to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Consultant utilizes a Sub-Consultant for any portion of the services outlined within the scope of its activities, the Sub-Consultant shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Consultant. All insurance required of the Sub-Consultant shall name the City of Saratoga Springs as an **Additional Insured on a primary and non-contributory** basis for the same coverage all those activities performed within its contracted activities for the contact as executed.

The Consultant, to the fullest extent provided by law, shall defend, indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and

expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Consultant or its employees or anyone for whom the Consultant is legally liable or Sub-Consultants. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Consultant, as aforesaid.

The Consultant agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Consultant agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Consultant. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.

The Consultant will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Consultant's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Consultant and its staff are to be and shall remain an independent Consultant with respect to all services performed under this Agreement. The Consultant represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Consultant or other persons, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Consultant, its officers, agents, Consultants or employees shall in no way be the responsibility of the City; and the Consultant shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay

The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this contract whenever Consultant and/or Consultant's employees or sub-consultants are proceeding in a manner that threatens the life, health or safety of any of Consultant's employees, sub-consultant's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Consultant. If the City of Saratoga Springs exercises its rights pursuant to this part, the Consultant shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Consultant's service to the public or the City of Saratoga Springs' immediate need for completion of the Consultant's work. In such case, Consultant shall immediately cure the defect. If the Consultant fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this contract. In the event that the City of Saratoga Springs terminates this contract, any payments for work completed by the Consultant shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different vendor.

Consultant, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Consultant Signature: _____ **Date:** _____

Part Two: Incident and Claims Reporting

Title: Property and Casualty Incidents, Claims and Litigation Protocol

Date of Origin: 070103

Responsible Party: Risk and Safety

Policy:

The Director Risk and Safety in partnership with the City Attorney will have the responsibility of appropriately handling incident, claims and litigation matters on behalf of the City of Saratoga Springs to protect the City's fiduciary responsibility to its citizens. This policy assists City departments in determining appropriate areas of responsibility of incident reporting, claims handling, and litigation management.

Protocol:

Incident Handling:

1. City employees and representatives shall utilize the **City Incident Report** when reporting property and casualty incidents that occur within the City. This incident Report supplements any call or investigation to the Department of Public Safety Fire and Police Department.
2. All property and casualty incidents that result in damage to City property or injury on City property pertaining to the activities of City departments, its employees and agents shall be reported to the Director Risk and Safety for identification of risk and safety issues.
3. Any damage to City property or injury that may occur on City property in the presence of a City official or employee must be reported to the Director of Risk and Safety with seventy two (72) hours of its occurrence.
4. Automobile incidents and accidents involving City vehicles, machinery or equipment must be reported in accordance with the City's Fleet Safety Policy. Employees are required to complete the City Automobile Incident Report on the same day as the accident and/or incident occurs and provide that to Director of Risk and Safety by the close of business on the day in question.
5. Incidents will be reported to the City's insurance company in the event that the incident has been attributed to be the fault of an action of the City of Saratoga Springs and/or any of its employees or agents.
6. All property damage incidents shall be reported to the City's insurance company if they fall within a reasonable reimbursement range for the City's insurance program.
7. The Director of Risk and Safety shall be responsible for bringing forward property and casualty issues to Safety Committee for safety programming and remediation.

Claims Handling:

1. All claims pertaining to the property and casualty activities of City departments, employees and agents will be directed to the Director Risk and Safety for identification of risk and safety issues.
2. The Director Risk and Safety will report claims made against the City to its insurance company within forty-eight (48) hours of receipt.
3. The Director Risk and Safety will be responsible for the confidential record keeping of each claim and ensure any and all information as requested by the insurance company is received for a proper determination of proximate cause and liability and shall be responsible for managing the communication between the claimant and the City in coordination with the City's insurance company as appropriate.

Litigation:

1. The City Attorney's Office is charged with receiving notice of claim, summons, complaint or other legal notice of process lodged against the City who shall date and time stamp them.
2. The City Attorney's office will provide the Director Risk and Safety with a copy of every such document within twenty-four (24) hours of receipt.
3. The Director Risk and Safety will be responsible for submitting every-notice of claim, summons and complaint or other notice of legal process to the City's insurance company to ensure coverage.
4. The Director of Risk and Safety has primary responsibility for the management and oversight of property and casualty claims and litigation.
5. The City Attorney and Director Risk and Safety will report to the City Council as may be appropriate regarding claims and litigation matters and related expense and indemnity reserves.



**City of Saratoga Springs, NY
Incident Report**

Date of Occurrence:	Time of Occurrence:	Date Reported:	Time Reported:
Employee's Name:			
Employee's Job Title:			
Specific Location of Incident:			
Condition of Area Where Incident Occurred:			
Weather Conditions:			
Character of Case: <input type="checkbox"/> INCIDENT <input type="checkbox"/> PROPERTY DAMAGE <input type="checkbox"/> VISITOR PROPERTY DAMAGE <input type="checkbox"/> THEFT			
Description of Damages:			
City Property Damage:			
Visitor Property Damage:			
Vehicle Make:	Vehicle Model:	Vehicle Year:	Vehicle Owner/Operator:
Witnesses' Names/Addresses/Telephone Numbers:			
Employee Statement: (Briefly describe the nature of the accident and the circumstances that resulted in damage to Private or City owned property.)			
Supervisor's Statement:			
Police Report Filed By:		Date:	Case No.:
Supervisor's Signature:			
Department Head's Signature/Date:		Director of Risk and Safety Signature/Date:	

Part Three: Risk and Safety – Safety Committee Policies



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SARATOGA SPRINGS, NEW YORK

REAFFIRMING THE CITY SAFETY COMMITTEE AND ITS MEMBERS

Mayor Joanne Yepsen
Commissioner John Franck
Commissioner Michele Madigan
Commissioner Anthony Scirocco
Commissioner Christian Mathiesen

WHEREAS, the City Council did originally establish a Safety Committee in 2002 with representation from all appropriate City departments to assist in the identification of and management of risk and safety issues on its behalf; and

WHEREAS, the City Council hereby reaffirms the importance of the City Safety Committee and its charge of protecting the welfare and safety of its employees, citizens and visitors on behalf of the City Council; and

WHEREAS, the City Council reaffirms the commitment of each City Department and the universal goal of providing a safe and healthful working environment for all City employees and the safety of the community at large; and

WHEREAS, the Safety Committee is charged with assisting the City Council in: providing a safe and healthy working environment for its employees in accordance with federal and state regulatory requirements; participating in the identification of and measurement of the risks facing the City and community at large; responding to and assisting in the resolution of safety related inquiries and complaints from citizens, employees and/or employee bargaining units; assisting and responding to local, state and federal regulatory matters as they pertain to risk and safety issues; developing risk and safety programs in response to federal and state regulatory mandates and/or City insurance requests for correction; providing the City's Capital Budget Committee with annual requests for the repair, refurbishment and/or replacement of the City's buildings, equipment and/or property in accordance with the City's insurance loss prevention studies, City Fire Department Inspections, and federal and/or state regulatory and compliance mandates; reviewing inspection reports and responding to recommendations, violations and fines as needed; providing risk and safety policy programming recommendations to City Council for adoption; and assist in implementing the risk and safety policy programming as adopted by City Council; and

WHEREAS, the Director of Risk and Safety shall have the responsibility of chairing the City's Safety Committee and acting as its liaison as Safety and Compliance Officer of the City to ensure the City's risk and safety directives are carried out in accordance with this Safe City Program per the City Council's directives; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council does hereby establish the voting membership of the Safety Committee as follows: Director of Risk and Safety as Chairperson; City Engineer; Department of Public Works Business Manager; Information Technology Systems Manager; Zoning & Building Inspector; Fire Chief or his/her designee; Police Chief or his/her designee; Police Department Administrative Lieutenant; Civil Service Secretary; Human Resource Administrator; Administrative Director of Recreation; Deputy Mayor; Deputy Commissioner of Accounts, Finance, Public Works and Public Safety; and one representative from each of the City's collective bargaining units. The City's Insurance Agent and the City Attorney shall serve as Ex-Officio Non-Voting Members and advisors to the Safety Committee.

Title: Bloodborne Pathogen Exposure Control Program

Date of Origin: 021508

Responsible Party: Safety Committee and Fire Department

I. Policy:

To provide employees of the City of Saratoga Springs (hereinafter "City") with guidelines for preventing the contraction of the AIDS (HIV) virus, hepatitis B (HBV), hepatitis C (HCV), and other bloodborne pathogens. The safe performance of daily operations may be threatened by bloodborne pathogens that can be contracted through exposure to infected blood and other potentially infectious material. Therefore, it is the policy of the City to continuously provide employees with information and education on the prevention of these diseases provide up-to-date safety equipment and procedures that will minimize their risks of exposure and to institute post-exposure reporting, evaluation and treatment for all employees exposed to these diseases.

II. Definitions:

Exposure Control Plan: The written plan developed by the City and available to all employees that details the steps taken to eliminate or minimize exposure and evaluate the circumstances surrounding exposure incidents.

Blood: Means any human blood, human blood components (plasma, platelets, and serosanguinous fluids) and products made from human blood.

Body Fluids: Includes blood, semen, breast milk and vaginal fluids or other secretions that might contain these fluids such as saliva, vomit, urine or feces.

Bloodborne Pathogens: Means any disease-producing microorganisms that are present in human blood or OPIM (other potentially infectious materials) and can cause disease in humans. These pathogens include, but are not limited to, hepatitis B virus (HBV), hepatitis C virus (HCV), and human immunodeficiency virus (HIV).

HIV & AIDS: The human immunodeficiency virus (HIV), which causes the acquired immunodeficiency syndrome (AIDS). AIDS results from the progressive destruction of an individual's immune system, the body's defense against disease. The virus that causes AIDS is transmitted through sexual contact, exposure to infected blood (or blood components), and from mother to child during pregnancy through amniotic (around the baby) fluid.

Hepatitis B and Hepatitis C: HBV and HCV are viruses that cause liver damage, which may range in severity from mild and inapparent to severe or fatal. These viruses are transmitted through blood (or blood components), semen, vaginal secretions, and saliva contaminated with blood.

Contaminated: Means the presence or the reasonably anticipated presence of blood or other potentially infectious materials on an item or surface.

Contaminated Sharps: Means any contaminated object that can penetrate the skin, including but not limited to, needles, knives, scalpels, broken glass, broken capillary tubes, and exposed ends of dental wire.

Engineering Controls: Are controls that isolate or remove the bloodborne pathogens hazard from the workplace; i.e., sharps disposal containers, self-sheathing needles, etc.

Exposure Incident: Means a specific eye, mouth, other mucous membrane, non-intact skin, or parental contact with blood or other potentially infectious materials that result from performance of an employee's duties.

Occupational Exposure: Means reasonably anticipated skin, eye, mucous membrane, or parenteral contact with blood or other potentially infectious materials that may result from the performance of an employee's duties.

OPIM: Means other potentially infectious materials to include the following human body fluids or tissues:

1. Semen or vaginal secretions;
2. Cerebrospinal fluid (around the brain), synovial fluid (around the joints), pleural fluid (around the lung), pericardial fluid (around the heart), peritoneal or amniotic fluid (around the baby), or saliva in dental procedures;
3. Any body fluid that is visibly contaminated by blood;
4. Any unfixed tissue or organ from a human (living or dead) and

5. All body fluids in situations where it is difficult or impossible to differentiate between body fluids.

Parenteral: Means piercing mucous membranes or the skin barrier through such events as needle sticks, human bites, cuts and abrasions.

Personal Protective Equipment: The specialized clothing or equipment worn or used by employees for protection against the hazards of infection. This does not include standard issue uniforms and work clothes without special protective qualities.

Universal Precautions: Procedures promulgated by the Center for Disease Control (CDC) that emphasize precautions based on the assumption that all blood and body fluids are potentially infectious of the AIDS (HIV) and hepatitis B (HBV) viruses.

Work Practice Controls: Are controls that reduce the likelihood of exposure by altering the manner in which a task is performed; i.e., prohibiting recapping of needles by a two handed technique.

III. Procedures:

A. General Disease Prevention Guidelines:

1. The City's exposure control plan shall provide the overall strategy for limiting occupational exposure to bloodborne pathogens and responding to potential exposure incidents.
2. The City subscribes to the principles and practices for prevention of bloodborne pathogen exposure as detailed in the "Universal Precautions" prescribed by the CDC and the federal regulations of the Occupational Safety and Health Administration.

B. Workplace Controls & Personal Protective Equipment:

1. In order to minimize potential exposure, employees should assume that all persons are potential carriers of bloodborne pathogens and universal precautions should be implemented for all contacts.
2. When appropriate protective equipment is available, no employee shall refuse to physically assist any person who may carry the HIV, HBV, or HCV.
3. Employees shall use protective gear under all appropriate circumstances unless the employee can demonstrate that in a specific instance, its use would have prevented the effective delivery of emergency health care or would have imposed an increased hazard to his/her safety or the safety of another person. Any such instances shall be reported by the employee and shall be investigated and appropriately documented to determine if changes could be instituted to prevent similar occurrences in the future.
4. Disposable gloves shall be worn when handling any persons, clothing or equipment with body fluids on them.
5. Masks in combination with eye protection devices, such as glasses with solid side shields or chin-length face shields, shall be worn whenever splashes, spray, spatter or droplets of potentially infectious materials may be generated and eye, nose or mouth contamination can be reasonably anticipated.
6. Plastic mouthpieces or other authorized barrier/resuscitation devices shall be used whenever an employee performs CPR or mouth-to-mouth resuscitation.
7. All sharp instruments such as knives, scalpels and needles shall be considered contaminated items which should be handled with extraordinary care, and shall be placed in the appropriately provided puncture-resistant container.
 - a. Needles shall not be recapped, bent, broken, removed from a disposable syringe or otherwise manipulated by hand.
 - b. Needles shall be placed in department provided, puncture resistant, and leak proof containers marked as biohazard, when collected for evidence, disposal or transportation purposes.
8. Employees shall not smoke, eat, drink or apply makeup around body fluid spills or containers with such contents.

C. Housekeeping:

1. Supervisors and their subordinates are responsible for the maintenance of a clean and sanitary workplace during the absence of personnel normally assigned this responsibility, and shall conduct periodic inspections, as necessary, to ensure that these conditions are maintained.
2. Supervisory personnel shall make a determination when cleaning and conducting decontamination within the facility or work environment as may be necessary after any such occurrence and assign the appropriate personnel.
3. All equipment and work surfaces must be cleaned and decontaminated after contact with blood and other potentially infectious materials as described in this policy.
4. Any protective covering used in providing emergency medical assistance operations for covering surfaces or equipment shall be removed or replaced as soon as possible following actual or possible contamination.

5. Bins, pails and similar receptacles used to hold actual or potentially contaminated items shall be labeled as biohazard, lined with marked biohazard bags and decontaminated as soon as feasible following contamination as well as inspected and decontaminated on a regularly scheduled basis.
6. Broken and potentially contaminated glassware, needles or other sharp instruments shall not be retrieved by hand but by other mechanical means and shall not be stored in a manner that requires that they be retrieved manually.
7. Employees shall remove clothing that has been contaminated with bodily fluids as soon as practical and with as little handling as possible. Any contacted skin area shall be cleansed in the prescribed fashion.
8. Contaminated laundry and personal protective equipment shall be bagged or containerized at the location where it is used in department approved leak proof containers but shall not be sorted, rinsed or cleaned at that location. (I.E. contaminated disposable gloves and glasses at scene of an incident shall be bagged and properly disposed of in an appropriate container at a Department specified location.)
9. Only employees specifically designated by the supervisory personnel shall empty or discard actual or potentially contaminated waste materials from a department provided container located on site. All such disposal shall conform to established federal, state and local regulations.

D. Disinfection:

1. Any unprotected skin surfaces that come into contact with body fluids shall be thoroughly washed as soon as possible with hot running water and soap at least 15 seconds before rinsing and drying.
 - a. Alcohol or antiseptic towelettes may be used where soap and water are unavailable.
 - b. Disposable gloves should be rinsed before removal and hands and forearms should then be washed.
 - c. Skin surfaces shall be washed as soon as feasible following the removal of any protective equipment.
 - d. All open cuts and abrasions shall be covered with waterproof bandages before reporting to duty.
2. Mucous membranes that come into contact with blood or body fluids shall be thoroughly flushed with cool tap water as soon as possible after the exposure.
3. Disinfection procedures shall be initiated whenever body fluids are spilled or an individual with body fluids or his person is transported in a department vehicle as follows:
 - a. A supervisor shall be notified and the vehicle taken to a City garage facility as soon as possible.
 - b. Affected vehicles shall be immediately designated with the posting of an appropriate biohazard warning sign upon arrival at a City garage while awaiting disinfection. The warning sign should identify the areas that are contaminated whenever such is not personally communicated to the personnel responsible for cleaning and disinfecting the vehicle.
 - c. Service garage personnel shall wear the appropriate protective equipment while engaging in cleanup and disinfection of a vehicle which has been contaminated with body fluid spills. They shall remove any excess body fluids from the vehicle with an absorbent cloth, paying special attention to any cracks, crevices or seams that may be holding fluids.
 - d. The affected areas should be disinfected using hot water and approved germicidal detergent and allowed to air dry.
4. Non-disposable equipment and surfaces upon which body fluids have been spilled shall be disinfected as follows:
 - a. Put on appropriate protective gloves and other equipment necessary for cleanup.
 - b. Wear eye and face protection if there is risk of splashing.
 - c. Wear shoe covers if the amount of contaminated fluid is great.
 - d. Wipe up any excess body fluids with disposable absorbent materials.
 - e. Department provided one step germicidal detergent shall be used to clean the area or equipment. The area may then be sprayed with hospital disinfectant and deodorant in accordance with their labeled directions for use.
 - f. Upon completion of the cleanup procedure, remove contaminated items and place in the City-approved containers.
 - g. Always remove protective gloves last, washing hands in the appropriate manner after removal.
5. Uniforms or any other work related article of clothing upon which body fluids have been spilled shall be removed without unnecessary delay in the appropriate manner, double bagged in a City approved leak proof container and clearly marked as biohazard.
6. An incident report detailing the circumstances of contamination shall be forwarded to the Department Head and Office of Risk and Safety. The contaminated clothing will be sent out for professional cleaning by the Department in question.

E. Supplies:

1. Supervisors are responsible for continuously maintaining an adequate supply of disease control supplies in a convenient location for all affected personnel in their department. This includes, but is not limited to, ensuring that:
 - a. Personal protective equipment in appropriate sizes, quantities and locations are available; and
 - b. First aid supplies and disinfecting materials are readily available at all times.

2. Those employees who have responsibility for the provision of emergency medical services shall be issued communicable disease personal protective equipment for use as needed in their assignments. These supplies will include disposable gloves, reusable utility gloves, face/eye protective devices, barrier resuscitation pocket mask and liquid health care personal hand rinse.

F. Vaccination:

1. An employee of the City who is determined to be at risk for occupational exposure to the hepatitis B virus shall be provided with the opportunity to take the HBV vaccination series and Hepatitis B Antibody testing. The vaccination and testing shall be at no cost per federal regulatory guidelines.
2. An HBV vaccination shall be provided to any employee determined to be at risk, if they so desire, only if the employee has not previously received the vaccination series. HBV vaccination shall not be provided to an employee if such is deemed inadvisable for medical reasons by competent medical authority or the member declines, in writing, on the proscribed form.

G. Exposure, Evaluation & Treatment:

1. A bloodborne exposure incident occurs when an employee is exposed to the blood or "OPIM" (other potentially infectious material as defined in sub. III.J of this policy) of another person which effects any body orifice (mouth, eyes, ears, etc.) or skin openings (open cut, etc.) of the employee.
2. Any employee who meets the exposure criteria as outlined above, shall report such exposure without unnecessary delay to a supervisor and implement universal precautions outlined in the exposure control plan such as disinfection of affected body areas and equipment, and removal of clothing soiled with body fluids.
3. The supervisor, upon ascertaining that the employee's exposure does meet the bloodborne exposure incident criteria, shall:
 - a. Provide the employee with the appropriate Incident forms and instruct the employee to proceed with the forms to a medical facility providing emergency care;
 - b. Notify the Office of Risk and Safety in writing about the exposure incident, including all pertinent data. If the supervisor receives a completed medical evaluation form, he shall immediately forward it to the Office of Risk and Safety;
 - c. Ensure that the appropriate personnel have disinfected all equipment and department areas as soon as possible.
 - d. Ensure that the proper City Incident report and Workers Compensation Injury Report are completed, detailing the occupational exposure.
4. The City shall ensure continued testing of the exposed employee for evidence of infection and provide psychological counseling as determined necessary by the health care official. It shall be the responsibility of the exposed employee to schedule all follow-up examinations, testing and medical treatment as deemed necessary and associated with the exposure incident.
5. The employee will receive the health care providers written opinion on the evaluation and information on any conditions resulting from the exposure that require further evaluation or treatment. Unless disclosure to an appropriate department official is authorized by the employee or by law, the employee's medical evaluation, test results and any follow-up procedures shall remain confidential.
6. Any person responsible for potentially exposing an employee of this City to a communicable disease shall be encouraged to undergo testing to determine if the person has a communicable disease. Upon conferring with the City Attorney, criminal charges may be sought against the person if they intentionally exposed an employee of this City to a communicable disease.
7. Employees who test positive for HIV, HBV or HCV may continue working as long as they maintain acceptable performance and do not pose a safety and health threat to themselves, the public or other employees of their Department.
 - a. Each department will make all work decisions concerning the employee's work status solely on the medical opinions and advice of the City's health care officials.
 - b. A department may require an employee to be examined by City health care officials to determine if he/she is able to perform his/her duties without hazard to himself/herself or others.
8. All employees of the City shall treat employees who have contracted a communicable disease fairly, courteously and with dignity.

H. Record Keeping:

1. The Supervising Officer shall complete Bloodborne Pathogen Exposure Incident Investigation Form 12a for every occupational exposure incident.
2. The Human Resource Administrator shall maintain an accurate record for each employee with occupational exposure that includes vaccination status, form 12a, and 12 series forms containing medical evaluation received from the medical facility. These records shall be filed by the Human Resource Administrator in the employee's

personnel file and be retained for the duration of the employee's employment plus thirty years in accordance with 29CFR 1910.20 and 29CFR1910.1030, and may not be disclosed or reported without the express written consent of the employee.

I. Training:

1. The City shall ensure that all employees with risk of occupational exposure are provided with instruction on prevention of bloodborne diseases prior to their initial assignment.
2. All affected employees shall receive department specific annual refresher training and additional training whenever job tasks or procedures are modified in a manner that may alter their risk of exposure.
3. All trainees shall have access to applicable federal and state regulations pertaining to the regulation of bloodborne pathogens.
4. The Office of Risk and Safety shall ensure that complete records are maintained on employee training to include information on the dates and content of training sessions, names and qualifications of persons conducting the training and the names and job titles of all persons attending the training sessions. These records shall be maintained as is required by law.

Reference: City of Saratoga Springs Police Department General Order Section 3.1 titled "*Bloodborne Disease Exposure Control*," Effective 03/29/2008.

Title: **Boiler & Machinery Maintenance Protocol**

Date of Origin: **021208**

Responsible Party: **Public Works and Fire Personnel**

I. Policy:

The City is insured for its boiler and machinery equipment. Regular boiler and machinery maintenance is required for the continued safe operation of this equipment. This policy sets the standard for boiler and machinery maintenance for all City owned and maintained boilers within the purview of the City's Department of Public Works and Public Safety.

The City hereby adopts the maintenance schedules advocated by its insurer and agrees to utilize the maintenance checklists published by its insurer.

II. Protocol:

1. A "**Boiler Maintenance Log**" shall be placed within close proximity to each boiler owned and maintained by the City. The Log shall be placed in a location that is clearly available for documentation purposes.
2. Each time a boiler is started, protocols provided by its insurer will be followed. At a minimum, the following will be checked on a monthly basis:
 - a. Boiler Burners: Equipment should be cleaned and adjusted to give maximum efficiency.
 - b. Boiler Heating Surfaces: All surfaces and internal parts should be cleaned of all deposits and debris. Fire Department Code requirements will be met for all Boiler Rooms.
 - c. Safety/Relief Valves: All valves will be tested for "freedom of operation."
 - d. Boiler Water Pipe Mineral Buildup: Suitable chemical treatments will be used to minimize the buildup of scale and to prevent corrosion.
 - e. Pressure and Temperature Controls and Gauges: All pressure and temperature gauges will be checked for satisfactory operation and adjusted or replaced as necessary.
 - f. Water Level Gauge: Water level gauges will be kept clean to indicate the proper water level at all times.
 - g. Pipe Fittings: Any leaking pipes or fittings located on the boiler or anywhere throughout the heating system will be repaired or replaced to prevent a loss of water.
 - h. Pipe Insulation: Pipes will be insulated to prevent freezing, condensation, and heat loss.
 - i. Fans and Pumps: All mechanical equipment will be checked for proper lubrication.
3. An entry will be made on the "**Boiler Maintenance Log**" on Monday of every month for each inspection conducted.
4. A "**Boiler Maintenance Log**" will be maintained at each City location having a heating boiler.
5. In the seventh month of each calendar year, the log shall be reviewed for boiler equipment refurbishment needs and monies will be budgeted as appropriate.
6. Repairs made to boilers will be documented in the "**Boiler Repair Maintenance Log**" kept at these same locations.

Title: Confined Space: Permit Required Confined Space Program

Date of Origin: 121812

Responsible Party: Public Works and Fire Personnel

1. INTRODUCTION

Every year employees are killed as a result of hazardous conditions in confined spaces.

Approximately 60% of these fatalities are would-be rescuers who enter these spaces in an attempt to retrieve the fallen individual(s), only to be overcome and become victims themselves.

As part of routine maintenance activities many City of Saratoga Springs employees and contractors are required to enter potentially hazardous confined spaces

According to the U.S. Department of Labor, Occupational Safety and Health Administration's (OSHA) regulations, 29 CFR 1910.146, "Permit-Required Confined Spaces", a confined space is defined as any location that is large enough and so configured that an employee can bodily enter, has limited openings for entry and egress, and is not intended for continuous employee occupancy.

Confined spaces may have atmospheric conditions and/or physical hazards present and include: manholes, stacks, pipes, storage tanks, trailers, tank cars, pits, sumps, see, storm water bas, vaults, hoppers, and bins. In addition, limited access to these locations complicates the retrieval of anyone incapacitated.

This program is written in accordance with the Occupational Safety and Health Administration's (OSHA) regulations, 29 CFR 1910.146, "Permit-Required Confined Spaces." And New York State Public Employee Health and Safety (PESH) 12-9 Entering Confined Space.

2. POLICY STATEMENT

It is the policy of the City of Saratoga Springs to take every reasonable precaution to provide a work environment free from recognized hazards for its employees. Entry into a confined space will be in conformance with all Federal, and New York State laws, rules and regulations, as well as the City confined space program and accepted department policies. Whenever possible, work that can be performed without entering a confined space is considered the preferred method.

All confined spaces have been previously identified and properly classified as either a permit-required or non-permit-required. If a change in conditions occur within a non-permit required confined space (e.g. flooding, reconfiguration, contamination) it automatically becomes a permit-required confined space and all proper precautions must be taken.

A permit system has been established for all entries into permit-required confined spaces. Permit forms will be kept by the Department of Public Works and once completed will be kept on file for a minimum of six (6) years. Prior to entry of a permit-required confined space, an entry team consisting of at least one designated entrant, attendant and entry supervisor shall be established.

Atmospheric testing is required before entering any permit-required space. If a hazardous atmosphere is present, employees shall not enter the space until ventilation procedures have been carried out and testing reveals acceptable entry conditions based upon the NYS Department of Labor Public Employee Safety and Health Bureau's (PESH's) permissible exposure limits (PEL). Whenever possible, all atmospheric hazards will be completely eliminated before entry.

The City of Saratoga Springs will provide all equipment required for entry in accordance with 29 CFR 1910.146 and will ensure that all affected employees are trained and use the equipment properly. All required equipment will be maintained according to the manufacturer's recommendations by the department owning the equipment or by their designee. Effective communication procedures will be established between the entry team and the Fire Department prior to entry. All communication devices will be provided and maintained by the department owning the equipment. Training will be provided to any employee before they are assigned any duties related to permit-required confined space entry.

All contractors who will be entering permit-required confined spaces within City of Saratoga Springs will submit for approval their confined space entry program, employee training documentation, and agreement with their designated rescue service along with their bid and will be required to adhere to the requirements of 29 CFR 1910.146.

This program shall be evaluated annually as well as on an as needed basis if any situation warrants the task.

3. DEFINITIONS

Acceptable Entry Conditions: Conditions that must exist in a permit space to allow entry and to ensure that employees involved with a permit required confined space entry can safely enter, and work within the space.

Affected Employee: Any employee that performs any work related to confined space entry.

Attendant: An individual stationed outside one or more permit spaces who monitors the authorized entrant(s) and who performs all attendant duties assigned in our program.

Authorized Entrant: An individual who is trained and authorized (by our facility) to enter permit required spaces.

Blanking or Blinding: The absolute closure of a pipe, line or duct by the fastening of a solid plate (such as a spectacle blind or a skillet blind) that completely covers the bore and that is capable of withstanding the maximum pressure of the pipe, line or duct with no leakage beyond the plate.

Confined Space: A space that:

- Is large enough and so configured that an employee can bodily enter and perform assigned work; and
- Has limited or restricted means of entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, sewers, storm water basins and pits and spaces that may have limited means of entry); and
- Is not designed for continuous human occupancy

Contractor: A non-City employee being paid to perform work within City properties.

Entry: The act by which a person intentionally passes through an opening into a permit required confined space. Entry includes ensuing work activities in that space and is considered to have occurred as soon as any part of the entrant's body breaks the plane of an opening into the space.

Entry Permit: The written or printed document that is provided by the facility to allow and control entry into a permit space and that contains information specified in the confined space program.

Entry Supervisor: The person responsible for determining if acceptable entry conditions are present at a permit space where entry is planned, for authorizing entry and overseeing entry operations, and for terminating entry as required. The entry supervisor can also serve as an attendant.

Hazardous Atmosphere: An atmosphere that may expose employees to the risk of death, incapacitation, impairment of abilities to self rescue (escape unaided from a permit space), injury, or acute illness from one or more of the following:

1. Flammable gas, vapor, or mist in excess of 10% of the Lower Flammable Level (LFL)
2. Airborne combustible dust at a concentration that meets or exceeds its LFL (Can be approximated where the dust obscures vision at a distance of 5 feet or less)
3. Atmospheric oxygen concentration below 19.5% or above 23.5%
4. Atmospheric concentration of any substance for which a dose or a permissible exposure limit is published in 29 CFR 1910 Subpart G, Occupational Health and Environmental Control or in Subpart Z, Toxic and Hazardous Substances.
5. Any other atmospheric condition that is Immediately Dangerous to Life or Health (IDLH)

Isolation: The process by which a permit space is removed from service and completely protected against the release of energy and material into the space by such means as blanking or blinding, misaligning or removing sections of lines, pipes, or ducts, lock out or tag out of all sources of energy or mechanical linkages.

Non-Permit Confined Space: A space that does not contain or have the potential to contain any hazard capable of causing death or serious physical harm.

Permit Required Confined Space: A confined space that has one or more of the following characteristics:

1. Contains or has the potential to contain a hazardous atmosphere;
2. Contains a material that has the potential for engulfing an entrant;

3. Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or by a floor which slopes downward and tapers to a smaller cross section; or
4. Contains any other recognized serious safety or health hazard

Fire Department: City personnel designated to rescue employees from confined spaces.

Retrieval System: Equipment used for non-entry rescue of persons from a confined space.

Testing: Process by which the atmospheric hazards that may confront entrants of a space are identified and evaluated. testing includes specifying the tests that are to be performed in the space.

Vendor/Contractor: A non-City employee being paid to perform a service in our facility.

4. PURPOSE

The confined space written program outlines the practices and procedures to protect City employees and contractors/vendors from hazards associated with permit required confined space entry.

This program is written in accordance with the Occupational Safety and Health Administration's (OSHA) regulations, 29 CFR 1910.146, "Permit-Required Confined Spaces" and New York State Public Employee Health and Safety (PESH) 12-9 Entering Confined Space.

For confined space locations containing atmospheric or physical hazards that would impede self-rescue, the permit-required confined space procedures will apply.

The provisions of this program require the City to provide the means, procedures, training and equipment to mitigate hazard and verify compliance through the use of a written permit.

The confined space program will be available to all employees and their representatives for review.

5. SCOPE

This program pertain to all confined space locations required to be entered by City employee, contractor and all other individuals who are visiting or have business with the City of Saratoga Springs.

6. RESPONSIBILITIES

City of Saratoga Springs: is responsible for development and maintaining the confined space program. A master list of both permit and non-permit confined spaces shall be established and updated as necessary. The City is responsible for providing a confined space training program for entrants, attendants and entry supervisors which will enable employees to recognize potential hazards and take the appropriate actions to control those hazards. This training will be offered to all employees who have the potential to work in confined spaces. The confined space program shall be reviewed and updated annually.

Department Heads and Supervisors: are responsible for reviewing the locations within their respective areas to identify either known or suspect confined space locations. Each department head must ensure that appropriate personnel receive and maintain required confined space training. The contracting department will furnish any outside contractor/vendor a written copy of known hazards identified in any potential confined space work areas.

Employees: All City employees shall comply with all procedures outlined in this policy. All employees must complete training as required by their supervisors and follow the procedures as outlined in this program when entering a confined space. They should also assist in identifying potential confined space locations and hazards.

Contractors/Outside Vendors: Any work for the City at any City facility or off-site location must be conducted in accordance with all applicable regulations. Contractors must have a written confined space program that complies with all applicable regulations. All contractors must provide copies of their written program and employee training documentation along with their rescue agreement to the contracting department. Contractors are also responsible to supply all needed equipment to perform safe entry and/or rescue. When a contractor is required to enter or work in a permit required space, the contracting department will furnish a written copy of the known hazards identified in that space to the contractor.

7. PACE EVALUATION, CLASSIFICATION AND RECLASSIFICATION

All City permit-required spaces are identified (see Appendix A). This list will be reviewed and updated whenever there are changes affecting work conditions or when a new confined space is identified. If a new space is identified it will be considered a permit-required confined space until proven otherwise. If conditions change in a space causing the need for a reclassification, a supervisor must be notified and the Fire Department must assess the space. If a permit-required space can be declassified to a confined space due to the elimination of all hazards, it must be documented and changed in the inventory. If conditions change and a confined space becomes permit-required, all hazards must be documented and added to the inventory.

8. NON-PERMIT REQUIRED CONFINED SPACES

Entry into non-permit required confined spaces is not regulated. Employees are always required to evaluate the potential hazards of all jobs prior to beginning work. If any questions or concerns arise during the evaluation the employee should discuss the issue with their supervisor or department head.

9. PREVENTION OF UNAUTHORIZED ENTRY

Unauthorized entry into permit spaces shall be prevented. Prevention measures include training, signs, and security measures, all employees in or around confined spaces shall attend confined space awareness training.

10. PERMIT SYSTEM

The permit process guides the entry team through a systematic evaluation of the space to be entered. The permit should be used to establish and document appropriate entry conditions.

A confined space entry permit must be completed before approval can be given to enter a permit-required confined space. All members of the entry team are entitled to review the permit. A permit shall be kept at the job site for the duration of the job. Permits are only good for the specified duration, or an eight hour shift. Permits may not exceed the time required to complete a task. Once completed the entry supervisor must sign the permit to authorize entry. If a supervisor must be relieved of their duties, the permit shall be cancelled and a new permit must be filled out by new entry supervisor. All entrants must exit the space and conditions must be reassessed. If circumstances cause an interruption in the work or a change in the alarm conditions for which entry was approved, a new confined space entry permit must be completed.

Permits must be kept for at least six years and will be kept on file in the Department of Public Works. If hazardous conditions are found at a space or an incident has occurred a copy of the entry permit will be attached to the inventory documentation so that future entrants are aware of the hazards that they may encounter. The entry supervisor shall terminate the permit when the operations are complete or if a condition arises that constitutes any such condition shall be documented on the permit. All expired permits will be given to the program administrator. A copy of the permit can be found in Appendix B.

11. DUTIES OF THE ENTRY TEAM

Entry teams must be established prior to entry and consist of at least one attendant, one entrant and must have an entry supervisor.

A. ENTRY SUPERVISOR

The entry supervisor will:

1. Know and understand the hazards that may be faced during entry, including information on the signs or symptoms, and consequences of the exposure.
2. Verify, by checking that the appropriate notations have been made on the permit; that all tests specified by the permit have been conducted; and that all procedures and equipment specified by the permit are in place **before** endorsing the permit and allowing entry to begin.
3. Terminate the entry and cancel the permit when reasons for entering the space have been completed or when an unacceptable condition within the space or outside the space is detected.
4. Verify that the Fire Department is available and that the means of calling the Fire Department is operable. The entry supervisor will ensure that the attendant knows the method for summoning help if rescue is required.
5. Enforce this policy to ensure safe entry into any space identified as a permit-required confined space.

6. Determine that throughout the entry process, all responsibilities and functions remain consistent with safety, regardless of production requirements, time or cost.
7. Have the authority to stop work if they feel that the entry is unsafe for any reason.
8. Be trained to the proper level of responsibility.

If an Entry Supervisor must be relieved at any point during the entry, the permit must be cancelled by said entry supervisor. All entrants must evacuate the space and the new Entry Supervisor must assess the space and conditions with the entry team and a new permit.

B. ENTRANT

All entrants will know the following:

1. Verify that the Fire Department is available and that the means of calling the Fire Department is operable.
2. Hazards that may be faced during entry, including information on the mode, signs, or symptoms, and consequences of the exposure.
3. Proper use of equipment.
4. Means and methods of communication with the attendant.
5. Warning signs or symptoms of exposure to a dangerous situation, or the entrant detects a condition that would warrant immediate evacuation.
6. When self-rescue must occur by means of an order by the attendant or entry supervisor, when signs or symptoms of exposure are detected, or when any prohibited condition is recognized.

All entrants must be qualified for the task assigned, (electrical, welding etc.)

C. ATTENDANT

All attendants will:

1. Know the hazards that may be faced during entry or while in the space, including information on the mode, signs or symptoms, and consequences of the exposure to suspected hazards.
2. Be aware of possible behavioral effects of hazard exposure in authorized entrants.
3. Continuously maintain an accurate count of authorized entrants in the permit space and ensure that the means used to identify authorized entrants is precise at all times.
4. Remain outside the permit space during entry operations until relieved by another authorized attendant(s).
5. Communicate with authorized entrants as necessary to monitor entrant status and to alert entrants of the need to evacuate the space when conditions warrant an immediate evacuation.
6. Monitor activities inside and outside the space to determine if it is safe for entrants to remain in the space and orders the authorized entrants to evacuate the permit space immediately under any of the following conditions:
 - a. If the attendant detects a hazardous condition.
 - b. If the attendant detects a change in the behavior of any authorized entrant which would suggest an exposure to a hazard.
 - c. If the attendant detects a situation outside the space that could endanger the authorized entrants.
 - d. If the attendant cannot effectively and safely perform all the duties required as outlined in this policy.
7. Summon rescue and other emergency services as the attendant determines that authorized entrants may need assistance to escape from permit space hazards.
8. Do the following when unauthorized person(s) approach or enter a permit space while entry is underway:
 - a. Warn the unauthorized person(s) that they must stay away from the permit space.
 - b. Advise the unauthorized persons they must exit immediately if they have entered the permit space.
 - c. Inform the authorized entrants and the entry supervisor, if unauthorized person have entered the permit space.
9. Perform non-entry rescue (rescue attempts that do not cause the attendant to break the plane of the entry to the space).

12. PERMIT REQUIRED CONFINED SPACE ENTRY

A. PREPARATION OF THE SPACE

1. An entry supervisor, attendant(s) and entrant(s) will be assigned. All personnel involved with the entry and their representative, can observe all aspects of the preparation.
2. The entry supervisor will brief the entrant(s) and attendant(s) on all aspects of the job.

3. At any time, the entry supervisor, the entrant and/or the attendant can either postpone or stop the entry due to a safety concern.
4. The entry team will be provided and will wear all appropriate personal protective equipment based upon the hazards present.
5. If the space is located on a roadway and will compromise traffic in any way, a temporary traffic control plan must be created and set up in accordance with the rules and regulations of the Manual of Uniform Traffic Control Devices (MUTCD).
6. A new permit will be opened and previous hazards encountered in the space will be reviewed from prior permits.
7. The air monitor shall be appropriately calibrated according to manufacturer's requirements and a bump test will occur prior to any entry. Battery life will be checked and must be at full capacity.
8. Air Monitoring around the space is required prior to opening the space and must be documented on the permit.
9. Any conditions making it unsafe to remove an entrance cover shall be eliminated before the cover is removed.
10. Prior to opening the space, any entrances that will be open must be appropriately blocked to prevent accidental entry.
11. Upon opening the space, the oxygen content, flammable gases and vapors, and potential toxic air contaminants will be monitored and documented on permit using the provided gas monitors and be documented for every five feet of the space without breaking the plane.
12. If a hazardous atmosphere exists, continuous forced air ventilation is required throughout the duration of the entry. Entrants may not enter the space until acceptable entry conditions are confirmed. If acceptable entry conditions cannot be established and maintained, entry shall not be allowed.
13. Acceptable entry conditions are as follows:
 - Oxygen content: $\geq 19.5\%$ and $\leq 23.5\%$
 - Flammables: $\leq 10\%$ of the LEL
 - All toxic air contaminants must be less than the Public Employees Safety and Health Bureau's (PESH) permissible exposure limit.
 - Hydrogen sulfide must be less than 10 parts per million and carbon monoxide must be less than 35 parts per million.
14. All connecting lines, ducts and pipes connected to chemical, gas and utility sources will be broken and capped or blanked.
15. Heating devices (e.g. jackets, coils, mantels, etc.) will be rendered safe either through line breaking/blanking or electrical lockout/tagout.
16. All mechanical, hydraulic and electrical hazards (e.g. agitators, machine drives, electrical lines, etc.) will be controlled through lockout/tagout.
17. If water or sewage has collected in the space it shall be pumped out prior to entry if possible. If the source is a continuous flow, a pump will be required to continuously remove water or sewage and be watched closely by the entry supervisor or an attendant to be sure the pump is working properly throughout the duration of the entry.
18. The space will be rinsed and/or dried if there is a build-up of hazardous or slippery material on the walls of the space.
19. The space will be cooled down to 110 degrees Fahrenheit or less.
20. Safe access to the space will be provided.
21. Adequate lighting will be provided either through low voltage lighting or through 110 Volt plugged into a Ground Fault Circuit Interrupter (GFCI).
22. All tools and communication devices shall be checked to make sure that they are intrinsically safe if the potential exists for a flammable atmosphere.
23. Communication methods shall be established prior to entry between the entrant and attendant and will be selected based on the size, location and characteristics of the space. If the selected device has batteries, the batteries must be fully charged.
24. The Fire Department shall be notified prior to any entry. They must be informed of the time, location and hazards present.
25. All retrieval equipment must be inspected prior to entry. If there is a problem with any piece of equipment a supervisor must be notified and the equipment must be taken out of service.
26. For vertical entries the retrieval system will be set-up at the entry point and will include a tripod, winch with fall protection, and a full body harness. Each authorized entrant shall use a chest or full body harness, with a retrieval line attached at the center of the entrant's back near shoulder level, above the entrant's head, or at another point which the employer can establish presents a profile small enough for the successful removal of the entrant.
27. If an entrant must unhook from the retrieval system for safety purposes, no hazardous atmosphere may exist and the rescue team must be on site.
28. If any other items such as tools need to be lowered into a space, a separate winch will be attached to the tripod and used for such purposes.

29. For horizontal entries or spaces where a tripod system cannot be used, wristlets may be used in lieu of the chest or full body harness if the employer can demonstrate that the use of a chest or full body harness is infeasible or creates a greater hazard and that the use of wristlets is the safest and most effective alternative.

B. PERMIT COMPLETION

1. The permit will be completed by the entry supervisor (See Appendix B)
2. All information requested on the permit will be completed by the entry supervisor or NA (not applicable) will be written in.
3. The time of permit issuance will always be written in. In no case will a permit remain valid for more than 8 hours. If the job runs past 8 hours, a new permit will be issued.
4. Expired permits will be returned to the program administrator.

C. ENTRY

1. All required equipment for entry including: communication, lighting, access, safety and rescue as well as the tools needed to accomplish the job will be available at the entrance.
2. Continuous space atmosphere monitoring will be established either by the attendant or by the entrant and will be documented every 15-30 minutes.
3. The attendant will stay in the immediate area of the entrance to the space and will stay in contact with the entrant.
4. The entry supervisor will formally approve the entry to begin. At any time during the job the entry supervisor, entrant or the attendant can cancel the permit and cause the entry to be either postponed or stopped due to safety concerns.
5. The attendant will document meter readings at intervals decided upon by the entry supervisor, but not longer than one hour.
6. The attendant will immediately communicate any exterior condition to the entrant that could affect her/his safety (e.g. fire alarm, severe weather, etc.)

D. ENTRY COMPLETION

1. The entry permit will be closed out by listing the time of space exit and any other pertinent information.
2. The Fire Department will be notified that the entry is complete.
3. The entry closure will be replaced.
4. Blanked and capped piping, tubing, ducts etc. will be re-attached.
5. Disconnected hydraulic, mechanical and/or electrical equipment will be reattached.
6. Lockout/tag outs will be released.
7. Operating personnel for the space will be notified that it can be returned to production (if applicable).
8. All safety and entry equipment will be cleaned, inspected and returned to storage locations.
9. The cancelled permit will be returned to the program administrator.

E. ALTERNATE ENTRY PROCEDURES

Under certain circumstances employers may use alternate entry procedures in place of full permit entry process. Alternate entry procedures can be considered for permit spaces that **only** have an actual or potential atmospheric hazard and **no other** serious hazards. To use these alternate procedures, employers must be able to provide data and other verification to support that the only potential hazard is atmospheric and that continuous forced air ventilation alone can maintain a safe atmosphere throughout the entry. Workers still must be trained, the space still must be monitored, and ventilation must be continuous.

Conditions for Use:

The City may use alternate procedures for entering a permit space under the following conditions:

1. Ventilation alone will maintain safe conditions.
2. Monitoring and inspection must be performed to ensure that conditions are safe.
3. If initial entry must be made in order to perform this inspection, it must be done under permit procedures.
4. The only hazard is an actual or potential hazardous atmosphere.
5. Certification with the date, location of the space and signature must be made available to entry personnel.

13. EQUIPMENT MAINTENANCE

1. All confined space equipment shall be maintained according to the manufacturer's requirements.
2. All equipment shall be inspected prior to each use and at the end of each use. Any equipment that does not pass inspection shall be taken out of service and (job title) shall be notified.
3. The equipment checklist found in Appendix C shall be used for each entry.
4. It is the responsibility of (job title) to ensure that all equipment is properly maintained.

14. FIRE DEPARTMENT

The City has made arrangements with the Fire Department to provide entry rescue services. The Fire Department's ability to respond to a rescue summons in a timely manner, considering the hazard(s) identified has been evaluated and is in place. The Fire Department has been provided a copy of the inventory and a copy of all applicable MSDS-GHS for each space. The Fire Department shall also be provided prior access to all spaces so that the Fire Department can develop and practice rescue operations.

The Fire Department will be contacted by calling 911.

Upon arrival the rescue team will be furnished with the permit and informed of any hazards present.

Regardless of the number of permit required confined space entries made, the Fire Department will be contacted at least annually to review the following information.

1. List of permit-required confined spaces.
2. The hazards of the spaces.
3. Procedures for entry.
4. Equipment available on site.
5. Training programs.

15. CONTRACTORS AND/OR VENDORS

Any work for the City at any City facility or off-site location must be conducted in accordance with all applicable regulations. Contractors must have a written confined space program that complies with all applicable regulations. All contractors must provide copies of their written program and employee training documentation along with their rescue agreement to the contracting department. Contractors are also responsible to supply all needed equipment to perform safe entry and/or rescue. When a contractor is required to enter or work in a permit required space, the contracting department will furnish a written copy of the known hazards identified in that space to the contractor.

Any contractor/vendors who will be engaged in a permit required confined space entry must, at a minimum, follow this procedure. Whenever a contractor will be involved in a permit-required confined space entry, a written plan for the entry will be submitted to the program administrator prior to the work being scheduled. The program administrator, or a designated employee who has been trained as an entry supervisor, will approve the contractor written plans. Prior to entry, the City's designee must inform the contractor if any hazards previously confronted in the space, apprise the contractor of any precautions or procedures that have been implemented for the protection of employees working near that space and coordinate any operations between the contractor and the City. At the conclusion of the entry, the City's designee will debrief the contractor regarding the permit space program followed and any hazards that were confronted or created in the space.

16. TRAINING

Training will be provided for all personnel who are attendants, entrants or entry supervisors as follows:

- Before the employee is assigned duties relating to permit required confined space entry;
- Before the employee's assigned duties change;
- Whenever there is a change in operations that presents a hazard that the employee has not been trained in previously;
- Whenever there is an indication that the procedure is not being followed safely and/or when there are indications that employee practices or knowledge do not meet the requirements.

Training shall establish proficiency in the duties required by the standard. All training will be certified in writing with the employee's name and the date of training in addition to an outline of material presented.



City of Saratoga Springs' Confined Space Assessment Form

Location of Space: _____
 Type of Space: _____ Dimensions of Space: _____
 Date of Assessment _____ Inventory Number: _____

A. Confined Space Determination

- 1. Area was **NOT** designed for continuous human occupancy. YES NO
- 2. Area can be bodily entered and assigned work performed. YES NO
- 3. Area has limited and or/restricted means of access and egress. YES NO

If you answered yes to **ALL** of the above then the space has met the criteria for a confined space. Please move on to the next section.

B. Permit Required Confined Space Determination

- 1. Does the space have or have the potential for a hazardous atmosphere? YES NO
 If a hazardous atmosphere was detected, please mark the hazard(s) below:
 Oxygen Deficiency Oxygen Enrichment Explosive Gas/Vapor Explosive Dust
 Hydrogen Sulfide Carbon Monoxide Chlorine Other: _____
- 2. Does the space have the potential to engulf the entrant? YES NO
 Please mark below if the hazard poses a potential for engulfment:
 Water Sand Soil Gravel/Loose Rock Sewage Oil Other: _____
- 3. Does the space have the potential to entrap the entrant? YES NO
- 4. Is there a potential for any other serious safety and health hazard? YES NO
 If yes, please mark below:
 Electrical Moving Parts Slips and Trips Falling (deeper than 5 ft.) Heat Cold
 Skin or Eye Irritants Noise Chemicals
 Other: _____
- 5. How is the space entered?
 Fixed Ladder (circle one: good condition or needs repair) Stairs Portable Ladder
 Lowering Winch (separate from non-entry rescue equipment)
- 6. Will ventilation be required for the space?
 YES If YES: (check all that apply) Natural Forced Positive Forced Negative
 NO
- 7. Will the entrant need to detach from the lifeline requiring rescue to be on site? YES NO

C. Alternate Entry Procedure Determination

- 1. If parts 2-4 of Section B were marked YES, then alternate entry procedures are **NOT** allowed for the space.
- 2. Is the only hazard an actual or potential hazardous atmosphere? YES NO
 If yes, will ventilation alone maintain safe conditions? YES NO

If yes has been marked for both questions in part 2, the space may use alternate entry procedures. If at any time the space changes and other hazards are present, it is automatically a permit-required space again.

FINAL DETERMINATION: (Check All that Apply) **Non-Permit Confined Space**
Permit-Required Confined Space **Alternate Entry Procedures Allowed**

City of Saratoga Springs' Confined Space Equipment Checklist

Location of Site:		
Date/Time of Operation:		
Supervisor in Charge:		
Personnel on Crew:		
Time Fire Department Notified of Activity:		
TRIPOD (If Used)	YES	NO
Is the Tripod set up and stabilized correctly?	<input type="checkbox"/>	<input type="checkbox"/>
Are the Winch and Fall Arrest Device and Cables routed correctly?	<input type="checkbox"/>	<input type="checkbox"/>
AIR CART (If Used)	YES	NO
Does the Air Cart have enough airlines and masks:		
For the initial Rescue Team members?	<input type="checkbox"/>	<input type="checkbox"/>
The Backup Team?	<input type="checkbox"/>	<input type="checkbox"/>
Are the air cylinders full?	<input type="checkbox"/>	<input type="checkbox"/>
Do you have spare air cylinders on site?	<input type="checkbox"/>	<input type="checkbox"/>
Does the air regulator work?	<input type="checkbox"/>	<input type="checkbox"/>
Does the low air alarm work on the device? (reg set to 100psi)	<input type="checkbox"/>	<input type="checkbox"/>
Are the Scott SKA Paks full and serviceable?	<input type="checkbox"/>	<input type="checkbox"/>
Are masks and air lines in serviceable condition?	<input type="checkbox"/>	<input type="checkbox"/>
SCBA's (If Used)	YES	NO
Are there enough SCBA's available?	<input type="checkbox"/>	<input type="checkbox"/>
Are there Spare Cylinders on site?	<input type="checkbox"/>	<input type="checkbox"/>
Serviceable condition?	<input type="checkbox"/>	<input type="checkbox"/>
Ropes, Hardware and Harnesses	YES	NO
Are all ropes and hardware inspected and in good condition?	<input type="checkbox"/>	<input type="checkbox"/>
Are harnesses correctly sized for rescuers?	<input type="checkbox"/>	<input type="checkbox"/>
Air Monitoring Equipment	YES	NO
Do all Gas Meters have current calibration dates?	<input type="checkbox"/>	<input type="checkbox"/>
Are gas meters warmed up and bump tested as required in clean air?	<input type="checkbox"/>	<input type="checkbox"/>
Communications Equipment and Methods	YES	NO
Is your Communication Equipment adequate for the operation?	<input type="checkbox"/>	<input type="checkbox"/>
Is there a way to maintain communication with the Rescue Team?	<input type="checkbox"/>	<input type="checkbox"/>
Emergency Rescue Plan	YES	NO
Did you discuss Emergency Rescue Plans PRIOR to beginning?	<input type="checkbox"/>	<input type="checkbox"/>
Have you informed all team members of the rescue plan?	<input type="checkbox"/>	<input type="checkbox"/>
Have you informed the Fire Department of your confined space work?	<input type="checkbox"/>	<input type="checkbox"/>
Ventilation Fan(s)	YES	NO
Do you need a Ventilation Fan for your confined space work?	<input type="checkbox"/>	<input type="checkbox"/>
Will the fan provide adequate airflow for the space being ventilated?	<input type="checkbox"/>	<input type="checkbox"/>
Is the exhausted air being sent downwind from the rescuers and not towards the occupied area?	<input type="checkbox"/>	<input type="checkbox"/>
PPE	YES	NO
Are helmets and gloves available for each team member?	<input type="checkbox"/>	<input type="checkbox"/>
Does everyone know the Backup Team contact info?	<input type="checkbox"/>	<input type="checkbox"/>

City of Saratoga Springs' Entry Permit

Permit Space Location: _____

Purpose of Entry: _____

Entry Permit Valid For Date: _____ to Date: _____

Time: _____ to Time: _____

PERMIT SPACE HAZARDS

Atmospheric	YES	NO
Oxygen Deficiency	<input type="checkbox"/>	<input type="checkbox"/>
Oxygen Enrichment	<input type="checkbox"/>	<input type="checkbox"/>
Explosive (Gas/Vapor)	<input type="checkbox"/>	<input type="checkbox"/>
Explosive Dust	<input type="checkbox"/>	<input type="checkbox"/>
Carbon Monoxide	<input type="checkbox"/>	<input type="checkbox"/>
Hydrogen Sulfide	<input type="checkbox"/>	<input type="checkbox"/>
Other Toxic gases/vapors	<input type="checkbox"/>	<input type="checkbox"/>
Engulfment	<input type="checkbox"/>	<input type="checkbox"/>
Configuration (Entrapment)	<input type="checkbox"/>	<input type="checkbox"/>
Mechanical	<input type="checkbox"/>	<input type="checkbox"/>
Substance Hazardous to Skin or Eyes	<input type="checkbox"/>	<input type="checkbox"/>
Heat Stress	<input type="checkbox"/>	<input type="checkbox"/>
Other Potential Hazards (e.g., radiation, noise, etc.)	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>

PERSONNEL

Entrant(s) Out	Time In	Time
_____	_____	_____
_____	_____	_____

Attendant(s): _____

Entrant Supervisor(s): _____

COMMUNICATION PROCEDURES USED BY ENTRANT(S) AND ATTENDANT(S) check all that apply

- Visual Rope Voice
 Radio Other
(specify) _____

RESCUE AND EMERGENCY SERVICES

Emergency Services: _____ Phone: _____

Summoning Procedure: _____

CONTROLS/EQUIPMENT check all that apply

- Isolation
- Lockout/Tagout
- Blanking/Blinding
- Doubleblock and Bleed
- Line break/Misalignment
- Other _____
- Inerting
- Purge/Clean
- Methods for safe cover removal and securing area
- Atmospheric Testing
 - Periodic (Give interval) _____
 - Continuous
- Ventilation
 - Natural
 - Continuous forced air
 - Local Exhaust
- Entry Equipment
 - Ladders
 - Other _____
- Personal Protective Equipment
 - Respiratory
 - SCBA
 - SAR
 - Air Purifying
- Protective Clothing (specify) _____
- Eye and Face protection
- Hearing protection
- Rescue and Retrieval Equipment
 - Full body harness
 - Lifeline
 - Tripod w/mechanical winch
 - Explosion proof lighting
- Non-sparking tools
- Intrinsically Safe Electrical Equipment & GFCI
- Communication Equipment
 - Radio
 - Phone
 - Other _____
- Hot Work Permit
- Fire Extinguishers

RESCUE PROCEDURES

Title: Emergency Generator Maintenance Protocol

Date of Origin: 051508

Responsible Party: Public Works and Fire Personnel

I. Policy:

The City is insured for its emergency generator equipment. Regular emergency generator maintenance is required for the continued safe operation of this equipment. This policy sets the standard emergency generator maintenance for all City owned and maintained emergency generators within the purview of the City's Departments of Public Works and Public Safety. The City hereby adopts the maintenance schedules advocated by its manufacturer and agrees to utilize the maintenance checklists published by its manufacture.

II. Protocol:

1. A "**Emergency Generator Repair and Maintenance Log**" shall be kept by the City Electrician for all emergency generators owned and maintained by the City. The Log shall be placed in a location that is clearly available for documentation purposes.
2. Each time a generator is started for other than emergency situation, protocols provided by its manufacturer will be followed.
3. **Monthly and Pre-Startup Checks** as applicable:
 - a. Check coolant level in the radiator and fill if necessary.
 - b. Check for any alarms, record hours run and engine starts.
 - c. Check coolant heater.
 - d. Check and record fuel level
 - e. Check battery and battery charger
 - f. Check radiator hoses for wears & cracks.
 - g. Pull the dipstick and check oil level in the crankcase to ensure oil is clean and proper level.
 - h. Check gaskets, piping and gage lines.
 - i. Determine if plastic safety guards are in place and allow free operation of the generator.
 - j. Clean air louvers so that they are free to move.
 - k. Clean radiator core of dirt and debris.
4. **Operation Checks** when engine is running as applicable:
 - a. Listen for crankshaft knocking and/or unusual engine noise.
 - b. Remain with the engine to make sure all operating pressures and temperatures have stabilized and are within design parameters.
 - c. Examine instruments and controls to determine they are operating properly.
 - d. Check the coolant and antifreeze solutions for clarity and add or change as needed.
 - e. Inspect and tighten all electrical connections.
 - f. Change the oil in the machine annually or as needed.
 - g. Record the readings as part of a permanent operating record.
5. An monthly checklist will be filled out for all generators and entered in "**Emergency Generator Repair and Maintenance Log.**" Repairs made to emergency generators will be documented in the "**Emergency Generator Repair and Maintenance Log.**"
6. Each emergency generator owned and maintained by the City shall be tested on a quarterly basis unless an emergency power failure has occurred which triggers the use of the emergency generator. Such emergency generator use will constitute an official test of the system at that building location.
7. Emergency generators called into emergency service shall undergo a thorough evaluation and operational check as to its continued viability.
8. Each test of a City owned and/or maintained generator shall documented in the "**Emergency Generator Repair and Maintenance Log**" be presented to the City's Safety Committee on a quarterly basis after each regularly scheduled test.

Title: Excavation and Trenching Safety Protocols

Date of Origin: 071508

Responsible Party: Public Works Administration

I. Policy:

The City is developing this program to assure the safety of employees who work in or around excavations as part of their job duties. It is designed to protect employees, and the general public who work or travel in the vicinity of excavations. This program complies with the requirements of the Occupational Safety and Health Administration (OSHA) regulations, 29 CFR 1926 (Construction), Subpart P. This program applies to excavation work on all properties or projects performed by City employees regardless of the job site location. This program applies to excavations formed by any man-made cut, cavity, trench, or depression in an earth surface formed by the removal of earth materials. There are minimal requirements for excavations less than four feet deep. Excavations greater than four feet deep require oversight by a competent person and routine evaluation of hazards and selected controls per OSHA regulations.

II. Definitions:

Accepted Engineering Practices: the standards of practice required by a registered professional engineer.

Bell-bottom pier hole: a type of shaft or footing excavation, the bottom of which is made larger than the cross section above to form a belled shape.

Benching: a method of protecting employees from cave-in by excavating the sides of the excavation to form one or more horizontal steps, usually with vertical or near vertical surfaces between levels.

Cave-in: the movement of soil or rock into an excavation, or the loss of soil from under a trench shield or support system, in amounts large enough to trap, bury, or injure and immobilize a person.

Class A soil: cohesive soils with an unconfined, compressive strength of 1.5 ton per square foot (tsf) (144 kPa) or greater. Examples of cohesive soils are: clay, silty clay, sandy clay, clay loam and, in some cases, silty clay loam and sandy clay loam. Cemented soils such as caliche and hardpan are also considered Type A. However, no soil is Type A if:

- The soil is fissured; or
- The soil is subject to vibration from heavy traffic, pile driving, or similar effects; 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 (4H:1V) or greater; or
- The material is subject to other factors that would require it to be classified as a less stable material.

Class B Soil: less cohesive soil (than class A) with an unconfined compressive strength greater than 0.5 tsf (48 kPa) but less than 1.5 tsf (144 kPa); or granular cohesionless soils including: angular gravel (similar to crushed rock), silt, silt loam, sandy loam and, in some cases, silty clay loam and sandy clay loam.

- Previously disturbed soils except those, which would otherwise be classed as Type C soil.
- 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 (4H:1V), but only if the material would otherwise be classified as Type B.

Class C Soil: non-cohesive soil with an unconfined compressive strength of 0.5 tsf (48 kPa) or less; or 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 (4H:1V) or steeper.

Competent person: one who has been trained to identify hazards in the workplace, or working conditions that are unsafe for employees, and who has the authority to have these hazards eliminated or controlled. ***In the case of this policy, the competent person shall be the working site supervisor who shall remain on site for the duration of the excavation and trenching project.***

Distress: the soil is in a condition where a cave-in is imminent or is likely to occur. Distress is evidenced by such phenomena as the development of: fissures in the face of or adjacent to an open excavation; the subsidence of the edge of an excavation; the slumping of material from the face or the bulging or heaving of material from the bottom of an excavation; the spalling of material from the face of an excavation; and raveling, i.e., small amounts of material such as pebbles or little clumps of material suddenly separating from the face of an excavation and trickling or rolling down into the excavation.

Face: the vertical or inclined earth surfaces formed as a result of earth removal.

Excavation: any man-made cut, cavity, trench, or depression in an earth surface formed by earth removal.

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, such as tension cracks, in an exposed surface.

Hazardous atmosphere: an atmosphere that is explosive, flammable, poisonous, corrosive, oxidizing, irritating, oxygen deficient, toxic, or otherwise harmful that may cause death, illness, or injury.

Kickout: the accidental movement or failure of a cross brace in a protective system.

Layered system: two or more distinctly different soil or rock types arranged in layers. Micaceous seams or weakened planes in rock or shale are considered layered.

Maximum allowable slope: the steepest incline of an excavation face that is acceptable for the most favorable site conditions as protection against cave-ins, and is expressed as the ratio of horizontal distance to vertical rise (H:V).

Means of egress: the safe means for personnel to enter or exit.

Owner: refers to the owner of the underground installation (i.e. utility).

Protective system: a method of protecting personnel from cave-in, material falling or rolling from an excavation face into an excavation, or from the collapse of adjacent structures. Protective systems include support systems, sloping and benching systems, shield systems, and other systems that provide the necessary protection.

Spoil: soil removed from the excavation.

Stable rock: natural solid mineral matter that can be excavated with vertical sides and remain intact while exposed.

Surcharge: an excessive vertical load or weight caused by spoil, overburden, vehicles, equipment, or activities that may affect stability.

Trench: a narrow excavation (in relation to its length) made below the surface of the ground, typically long, deep, and not more than 15 feet wide (measured at the bottom of the excavation).

Trench box: a pre-built shielding system used to protect personnel in an excavation, which is designed to withstand cave-in.

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.

III. **Responsibilities:**

1. City Responsibilities:
 - a. The City is expected to maintain a safe and healthy living, learning, and working environments for employees, and visitors to our City.
 - b. Any City department performing excavation work must appoint a "competent person(s)" to ensure compliance with this program.

- c. The department must ensure that any person designated as the “competent person(s)” must be knowledgeable in the responsibilities of what a competent person’s responsibilities are on site.
2. **Competent Person(s) - Site Supervisor Responsibilities:**
Competent persons designated by the department will perform the following tasks as mandated by OSHA at each job site:
 - a. Be familiar with soil analysis and determine the class of soil for each excavation.
 - b. Determine the appropriate protective system for potential cave in. Be familiar with protective systems and how to use them.
 - c. Determine appropriate elimination or control for all hazards, including protection from potential cave-in.
 - d. Conduct site inspections in accordance with the requirements outlined in this program and maintain necessary documentation.
 - e. Ensure appropriate personal protective equipment is provided and worn.
 3. **Employee(s) Responsibilities:**
Employees who work in or around excavations must:
 - a. Follow the requirements of this program.
 - b. Attend required training.
 - c. Wear assigned personal protective equipment.
 4. **Contractors:**
 - a. Contractors must comply with all local, state, and federal safety requirements, and must assure that all its employees performing work on behalf of the City have been suitably trained and are provided appropriate personal protective equipment per the OSHA requirements.
 - b. Contractors performing excavation work on behalf of the City must coordinate their work with Public Works Department personnel to assure related activities, such as utility identification, location, and shutdown are addressed.

IV. Training:

1. **Employees Entering Excavations:** Each employee required to enter an excavation greater than four feet deep must be reminded of the hazards regarding excavation and trenching and be reminded of the required methods of protection.
2. **Employee Designated as the Worksite’s Competent Person(s):** Designated departmental competent persons shall have responsibility of performing inspections and providing oversight to the project at hand. These designated competent person(s) shall have responsibility for the recognition and implementation of:
 - Hazards related to excavation work;
 - Work practices and selection of protective systems;
 - Methods of evaluating the site and conducting inspections;
 - Requirements of this program and any related programs; and
 - Emergency procedures.

V. General Requirements:

1. Contact DIGSAFELYNY at least 72 hours prior to the anticipated start date to have all utilities identified and marked.
2. Once the ticket has been cleared and all utilities located, digging may begin.
3. Appropriate authorities must be notified if a gas or other hazardous substance leak occurs during excavation activities.
4. If personnel will be entering the excavation, the designated competent person must determine the appropriate protective system for potential cave in.
5. In most cases, soils at locations throughout the City are considered to be class B soil. Best and safest practice is to assume the worst class of soil (class C) and implement appropriate protective systems for class C soil or use an appropriate trench box for the size and depth of the excavation.
6. Prior to personnel entering the excavation, and as necessary throughout the shift, the designated competent person must perform an excavation assessment to identify hazardous conditions and determine protective measures. This evaluation must be documented.
7. All hazards identified must be eliminated or controlled prior to personnel entering the excavation. The site evaluation shall be documented on the Excavation Assessment Form provided in this program.

VI. **Excavation Assessment Form Instructions:**

Instructions and guidance for performing the site evaluation and completing the **Excavation Assessment Form** (see Exhibit 1) are provided below:

1. **Location:** (specify the location of the excavation)
2. **Date/Time:** (specify the date and time that the excavation is being evaluated)
3. **DIGSAFENY Ticket Number:** (specify the ticket number given by the DIGSAFENY system verifying that notification and approval to dig has been given). DIGSAFENY must be contacted (call 1-800-962-7962) prior to digging regardless of anticipated depth or location in order to identify sewer, telephone, fuel, electric, water lines, fiber optics, etc. Clearance to dig may take up to 72 hours. Excavators are required to keep the ticket number with them on the job site.
4. **Date/time Cleared:** (specify the date and time that clearance was received)
5. **Excavation Depth:** (check one of the boxes for the anticipated depth of the excavation and follow the required action associated with the box checked)
 - i. If "< 4 feet or personnel will not be entering" is checked, DIGSAFENY must be contacted only. The remainder of the form does not need to be completed provided there are no additional hazards.
 - ii. If "between 4 and 20 feet" is checked, all hazards must be identified and effectively controlled prior to personnel entering.
 - iii. If "> 20 feet" is checked, the competent person must contact the City Engineer for additional review and compliance assurance.
6. **Cave-in: any soil class:** If a trench box will be used, check this box. Soil does not have to be analyzed and classified. The trench box must be appropriate for the excavation depth and used according to manufacturer's recommendations.
7. **Cave-in: assume Class C:** If the excavation walls will be sloped or benched 1 ½ to 1 (34°), check this box. Note: This box cannot be checked if the excavation is a bell-bottom pier hole, protective systems for class C soil cannot be implemented, or timber or aluminum shoring will be installed.
8. **Cave-in: all other (includes class A or B soil, bell-bottom pier holes, and the use of aluminum or timber shoring systems):** If one of the two previous options cannot be selected and implemented, check this box. The City Engineer and/or his/her designee must be contacted for additional oversight, analysis, and review.
9. **Surface Encumbrances:** All equipment, materials, supplies, permanent installations (e.g. buildings, roadways), trees, brush, boulders, and other objects at the surface of the excavation that could present a hazard to personnel working in the excavation must be removed or supported, as necessary, to protect personnel. (Check either N/A for not applicable or not present, or "removed or supported" for those items moved at least two feet from the edge of the excavation or shored/supported.)
 - i. Materials piled, grouped, or stacked near the edge of an excavation must be stable and self-supporting.
10. **Underground Installations:** Arrangements must be made as necessary by the competent person with the appropriate utility agency for the protection, removal, shutdown, or relocation of underground installations identified by DIGSAFENY. (Check the appropriate control measure taken.)
 - i. Work on such installations shall only be conducted by authorized personnel (i.e. the owner of the installation).
 - ii. If it is not possible to establish the exact location of underground installations, the work may proceed with caution provided detection equipment or other safe and acceptable means (e.g. hand digging) are used to locate the utility as the excavation is opened and each underground installation is approached.
11. **Access/Egress:** Stairs, ladders, or ramps must be provided where personnel must enter excavations four feet or more in depth, and must comply with OSHA rules and regulations. The maximum distance of travel in an excavation to a means of egress shall not exceed 25 feet. (Check the appropriate box for the control measure selected.)
12. **Vehicular Traffic:** Excavations affecting vehicular traffic must be barricaded and warnings provided to oncoming traffic. Additional precautions for personnel (i.e. high visibility warning vests, hard hats, etc.) may be required. (Check the appropriate box for the control measure selected.)
 - i. Personnel designated to flag traffic must comply with the NYS Department of Transportation's guidelines for flagging.
13. **Falling Loads:** Personnel shall not be permitted underneath loads handled by lifting or digging equipment. All personnel are required to stand away from any vehicle being loaded or unloaded. (Check the box to verify that personnel have been informed to stay clear of loading equipment.)
 - i. Vehicle operators may remain in the cabs of vehicles being loaded or unloaded by lifting/digging equipment provided the vehicle cab is reinforced or otherwise adequately protected from impact.
14. **Mobile Equipment:** When mobile equipment is operated adjacent to the edge of an excavation, a warning system must be used when the operator does not have a clear and direct view of the edge of the excavation. The warning system may consist of barricades, hand or mechanical signals, signs/flags, or stop logs. If possible, the surface grade will slope away from the excavation. (Check the type of warning system to be used.)

- 15. Hazardous Atmospheres:** Atmospheric testing must be conducted in excavations over four feet deep **where a hazardous atmosphere could reasonably be expected to exist** (e.g. in or near landfill areas, near hazardous substance storage, near gas pipelines, when hazardous chemicals are used in the excavation, etc.). This determination is made by the competent person during excavation evaluation and/or inspection.
- Atmospheric monitoring must be performed using a properly calibrated, direct reading instrument with audible and visual alarms. Monitoring must be continuous where controls are used to reduce the level of atmospheric contaminants. Monitors must be maintained and calibrated in accordance with manufacturer's specifications. (Fill in the results of the atmospheric testing.)
 - Acceptable entry conditions for atmospheric hazards include:
 - Oxygen content between 19.5 and 23.5 percent.
 - Carbon monoxide (CO) concentration is less than 20 ppm.
 - Hydrogen sulfide (H₂S) concentration is less than 5ppm.
 - Lower explosive level is less than 10 percent.
 - Precautions must be taken to prevent personnel exposure when the limits expressed above are not met. These precautions include providing forced ventilation (preferred) or appropriate respiratory protection in accordance with City of Saratoga Springs' Fire Department's Respiratory Protection Program. (Check the appropriate box if respiratory protection or forced air ventilation is required.)
 - Emergency rescue equipment, such as breathing apparatus, a safety 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 when in use.
- 16. Water Accumulation:** Personnel are not permitted to work in excavations that contain, or are accumulating, water unless precautions have been taken to protect personnel from hazards posed by water accumulation. These precautions may include special support or shield systems to protect from cave-in, water removal by mechanical pump to control the level of accumulating water or the use of safety harnesses and lifelines. (Check the appropriate box for the control measure selected.)
- If water is controlled or prevented from accumulating by the use of water removal equipment, a person familiar with the equipment must monitor the equipment and operation.
 - If excavation work will interrupt the natural drainage of surface water, such as streams, diversion ditches, dikes, or other suitable means must be used to prevent surface water from entering the excavation. Precautions must also be taken to provide adequate drainage of the area adjacent to the excavation.
 - Excavations subject to runoff from heavy rains must be re-inspected by the competent person to determine if additional precautions should be taken.
- 17. Adjacent Structures:** Where the stability of adjoining buildings, walls, or other structures is endangered by excavation operations, support systems such as shoring, bracing, or underpinning shall be provided to ensure the stability of such structures for the protection of personnel.
- Excavations below the level of a base or footing of any foundation or retaining wall that could reasonably be expected to pose a hazard to personnel is not permitted unless:
 - A support system, such as underpinning, is provided to ensure the safety of personnel and the stability of the structure; or
 - A registered professional engineer has approved the determination that the structure is sufficiently removed from the excavation so as to be unaffected by the excavation activity; or
 - A registered professional engineer has approved the determination that such excavation work will not pose a hazard to employees.
 - Note: Where review or approval of a support system by a registered professional engineer is required, the competent person must secure this in writing before work begins. A copy of this approval must be provided to Risk and Safety Management.
- 18. Loose Rock or Soil:** Adequate protection must be provided to protect employees from loose rock, soil, or other materials that could pose a hazard by falling or rolling from an excavation face. Such protection may consist of:
- Scaling to remove loose material;
 - Installation of protective barricades, such as wire mesh or timber, at appropriate intervals on the face of the slope to stop and contain falling material; or
 - Benching sufficient to contain falling material.
 - Keeping materials/equipment at least two feet from the edge of the excavation.
 - Use of restraining devices for materials/equipment that are sufficient to prevent materials/equipment from falling or rolling into the excavation.
- 19. Fall Protection:** Standard guardrails, fences, or barricades must be provided for excavations adjacent to walkways, driveways, and other pedestrian or vehicle thoroughfares. Walkways or bridges for public and site personnel to cross over excavations must be provided when the excavation width is greater than 30 inches and depth is greater than four feet. Walkways or bridges must have standard guardrails and be at least 19 inches wide. If the walkway will serve the general public, it must be at least 36" wide, or the width of the building exit door(s), if serving as the

exit for that building, whichever is greater. Where personnel will be working or passing under such walkways, a toe board must be installed on the walkway.

- i. Wells, holes, pits, shafts, and similar excavations must be effectively barricaded or covered and posted as necessary to prevent unauthorized access. All temporary excavations of this type must be backfilled as soon as possible.

20. Security (overnight): Barricades and/or fencing to restrict access, warning signs, and adequate lighting must be provided as necessary to protect the public from sunset to sunrise.

21. Personal Protective Equipment: (Indicate minimum required PPE for entry into excavation.)

22. Entry Authorization: Once the competent person has evaluated site conditions and necessary control measures have been implemented, the competent person shall sign the Excavation Assessment Form and post it at the excavation entrance or other central location.

- i. Personnel shall not enter the excavation until this assessment has been completed, control measures implemented, and competent person signature is on the form!
- ii. All entrants should review the information provided on the assessment form so that hazards are known and protective measures are understood.
- iii. If any of the protective systems identified on the form have been altered, removed, or damaged, entry should not occur until the competent person has re-evaluated the situation and corrective measures implemented.

23. In Case of Emergency, Call 911 Immediately! Personnel shall have a means for contacting emergency services in the event of an emergency. When cell phones are primary means of contact, **584-1800** shall be dialed. When radio contact is the primary means of contact, personnel must be available at the base station with a phone system available.

VII. Protective Systems:

1. Personnel entering excavations greater than four feet deep shall be protected from cave-in by using an adequate sloping/benching system or an adequate support/ protection system.
2. Excavations less than four feet deep where examination of the ground by the competent person indicates a potential cave-in may require a protective system.
3. Protective systems shall be capable of resisting all loads that could reasonably be expected to be applied to the system.

A. Trench Boxes:

- (1.) Trench boxes are pre-built shield systems designed to manufacturer's instructions.
- (2.) These boxes must be used in accordance with all specifications, recommendations, and limitations issued or made by the manufacturer.
- (3.) Trench boxes must be used at a depth not greater than that for which they are designed.
- (4.) The shield must be installed in a safe manner to restrict lateral or other hazardous movement of the shield in the event of the application of sudden lateral loads (i.e. cave-in).
- (5.) The closer a properly constructed trench shield is to the trench wall, the less the chance that it could be dislodged by a lateral force.
- (6.) Personnel shall not be allowed in trench boxes when they are being installed, removed, or moved vertically or horizontally (where hazardous).

B. Sloping and Benching:

Sloping or benching system requirements are specified below for excavations between 4 and 20 feet deep:

- (1.) The preferred option is for the competent person to assume the most unstable class of soil, Class C, and slope/bench the sides to 1 ½ H to 1 V (34°).
- (2.) If the excavation site does not allow for sloping at a 34° angle and a trench box is not used, the competent person must test the soil to prove that it is actually class B soil (and not class C soil), and slope/bench the walls to 1 H to 1 V (45°).
- (3.) Personnel shall not be permitted to work above other personnel on the faces of sloped or benched systems except when personnel at lower levels are protected from the hazard of falling, rolling, or sliding material/equipment.

C. Support Systems:

Where pre-assembled shield systems and sloping/benching is not available or feasible, the competent person must implement an appropriate system designed to OSHA criteria. Examples of this include, but are not limited to: timber or aluminum hydraulic shoring), designed to tabulated data (i.e. manufacturer data or the use of tables and charts), or designed by a registered professional engineer – the City Engineer.

VIII. Inspections:

1. Daily Inspections:
 - A. The competent person must conduct daily inspections of excavations, adjacent areas, and protective systems for evidence of a situation that could result in possible cave-in, protective structure failure, hazardous atmospheres, and verification that control measures remain in place are continue to be effective.
 - B. Daily inspections must be conducted prior to personnel entering the excavation each day and as needed throughout the shift.
 - C. Inspection is especially critical on Mondays, where rain or other changing conditions occurring over the weekend have deteriorated soil conditions and/or protective systems.
 - D. If personnel will not be entering the excavation on a given day, inspection is not required.
 - E. Note: There is no regulatory requirement stating that the competent person must be on site at all times; however, the competent person must be present to make those inspections necessary to identify situations that could result in hazardous conditions (e.g. possible cave-ins, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions), and then to insure that corrective measures are taken. It is, therefore, subject to the conditions present at each individual worksite whether or not a competent person is required to be present at the job site at all times. The competent person must be available should situations arise that require attention.
 - F. Where the competent person or personnel entering the excavation find evidence of a situation that could result in a possible cave-in, protective system failure, hazardous atmosphere, or other hazardous conditions, exposed personnel shall evacuate the excavation until the situation has been corrected.
2. Additional Inspections:
 - A. Inspections shall also be made after each hazard-changing event, such as a heavy rainstorm.
 - B. There is an **"Inspection Log"** provided on the back of the **Excavation Risk Assessment Form** for documenting inspections.

IX. Emergency Protocols:

A typical trench collapse involves three to five cubic yards of soil, or about 6,000 to 20,000 pounds! Hazardous effects include compression and asphyxiation. Typical extrication can take one to seven hours depending on the conditions of the cave in. Individuals should not place themselves at risk in order to save the life of another. Such situations too often lead to the death of the would-be-rescuer as well as the person originally in danger. It is the intent of this program to minimize the associated risks with excavation work and focus on accident prevention.

The City of Saratoga Springs' Fire Department is the designated response agency for cave in emergencies.

The first and most important action that can be taken in the event of a cave in is to activate the emergency response system by **CALLING 911**.

Take the following immediate action onsite while waiting for emergency personnel:

- If victim is not visible, try to identify the area where the victim most likely is located as closely as possible.
- Immediately request the City's vacuum if not on site already.
- Begin hand digging, if it is safe to approach the site of the collapse.
- DO NOT USE mechanical excavating equipment to dig the person out due to the potential for additional injury, crushing, or dismemberment.
- Designate ONE individual to meet the fire department upon their arrival and brief them on the situation.
- Assemble materials and equipment that may be beneficial during rescue operations, such as shovels, plywood/lumber, ladders, buckets, etc.
- Clear the area so that rescue personnel have access to the site.

X. Reporting:

1. All "Excavation Risk Assessment Forms" shall be filed with Risk and Safety Management upon the completion of each project.
2. The individual designated as the "Competent Person – Site Supervisor" for the project shall be responsible for completing the "Excavation Risk Assessment Form" and forwarding it to Risk and Safety.
3. Excavation Risk Assessment Reports shall be tracked and trended by the City Safety Committee.

XI. Compliance:

Every City employee working in an excavation and trenching project governed by this policy shall be expected to adhere to the OSHA, PESH and City standards as outlined herein. Failure to comply with these regulatory mandates shall result in disciplinary measures in accordance with the employee's collective bargaining agreement.

REFERENCES:

<http://www.ehss.vt.edu>: Excavation Safety

Published Sources:

Occupational Safety and Health Administration (OSHA) regulations are available online at www.osha.gov, 29 CFR 1926 Construction Standards, Subpart P

On-line Information:

OSHA at <http://www.osha.org>



City of Saratoga Springs' Excavation and Trenching Risk Assessment Form

PROJECT INFORMATION			
Location:		Date/Time:	
DIGSAFELYNY Ticket No:		Date/Time Cleared:	
Excavation Depth:	Required Actions:		
<input type="checkbox"/> Less than 4 feet or personnel will not be entering	Contact DIGSAFELYNY only. Remainder of this assessment form does not need to be completed provided there are no additional hazards, such as potential cave-in, high traffic area, etc.		
<input type="checkbox"/> Between 4 and 20 feet	Continue completing this form. Keep on file.		
<input type="checkbox"/> >20 feet	Contact City Engineer for special requirements.		
HAZARD	SPECIFY CONTROL MEASURE (N/A IF NOT APPLICABLE)		
Cave-in: any soil class	<input type="checkbox"/> Trench Box (soil does not have to be classified)		
Cave-in: assume Class C	<input type="checkbox"/> Slope/bench 1 ½ H to 1 V (34°)		
Cave-in: all other situations	<input type="checkbox"/> Contact EHSS or Facilities Safety for guidance		
Surface Encumbrances	<input type="checkbox"/> N/A	<input type="checkbox"/> Removed <input type="checkbox"/> Supported	
Underground Installations	<input type="checkbox"/> N/A	<input type="checkbox"/> Protected/supported <input type="checkbox"/> Owner action required	
Access/Egress required at 4'	<input type="checkbox"/> N/A	<input type="checkbox"/> Ladder <input type="checkbox"/> Ramp <input type="checkbox"/> Stairs (within 25')	
Vehicular Traffic	<input type="checkbox"/> N/A	<input type="checkbox"/> Barricades <input type="checkbox"/> Signs <input type="checkbox"/> Flag person	
Falling Loads	<input type="checkbox"/> N/A	<input type="checkbox"/> Personnel clear of equipment being loaded	
Mobile Equipment	<input type="checkbox"/> N/A	<input type="checkbox"/> Barricade/stop log <input type="checkbox"/> Signs/flags <input type="checkbox"/> Signalman	
Hazardous Atmosphere ___O ₂ , ___CO, ___H ₂ S, ___LEL	<input type="checkbox"/> N/A	<input type="checkbox"/> Forced air ventilation <input type="checkbox"/> Respiratory protection <input type="checkbox"/> Continuous air monitoring required	
Water Accumulation	<input type="checkbox"/> N/A	<input type="checkbox"/> Pump <input type="checkbox"/> Safety harness with life line <input type="checkbox"/> Diversion <input type="checkbox"/> Drainage	
Adjacent Structures	<input type="checkbox"/> N/A	<input type="checkbox"/> Shored <input type="checkbox"/> Braced <input type="checkbox"/> Underpinned <input type="checkbox"/> RPE review	
Loose Rock or Soil	<input type="checkbox"/> N/A	<input type="checkbox"/> Spoil piles at least 2' from edge <input type="checkbox"/> Scaling <input type="checkbox"/> Protective barrier <input type="checkbox"/> Benching <input type="checkbox"/> Restraint device	
Fall Protection	<input type="checkbox"/> N/A	<input type="checkbox"/> Barricades 6' from edge <input type="checkbox"/> Guardrails on walkways	
Security (overnight)	<input type="checkbox"/> N/A	<input type="checkbox"/> Fencing/barricades <input type="checkbox"/> Holes covered <input type="checkbox"/> Warning signs <input type="checkbox"/> Lighting	
Personal Protective Equipment	<input type="checkbox"/> N/A	<input type="checkbox"/> Work boots <input type="checkbox"/> Hard hat <input type="checkbox"/> Safety glasses	
ENTRY AUTHORIZATION			
Competent Person/Site Supervisor:			
In case of emergency:	<input type="checkbox"/> Dial 911 <input type="checkbox"/> Dial Pat Design <input type="checkbox"/> Radio base station		

City of Saratoga Springs' Excavation and Trenching Risk Assessment Form Cont.

Date/Time Weather	Inspection Results	Corrective Action(s) taken (describe):
	<input type="checkbox"/> All conditions acceptable <input type="checkbox"/> Hazardous condition detected (specify):	<input type="checkbox"/> No corrective action(s) required at this time. <input type="checkbox"/> Corrective action required (specify):
	<input type="checkbox"/> All conditions acceptable <input type="checkbox"/> Hazardous condition detected (specify):	<input type="checkbox"/> No corrective action(s) required at this time. <input type="checkbox"/> Corrective action required (specify):
	<input type="checkbox"/> All conditions acceptable <input type="checkbox"/> Hazardous condition detected (specify):	<input type="checkbox"/> No corrective action(s) required at this time. <input type="checkbox"/> Corrective action required (specify):
	<input type="checkbox"/> All conditions acceptable <input type="checkbox"/> Hazardous condition detected (specify):	<input type="checkbox"/> No corrective action(s) required at this time. <input type="checkbox"/> Corrective action required (specify):
	<input type="checkbox"/> All conditions acceptable <input type="checkbox"/> Hazardous condition detected (specify):	<input type="checkbox"/> No corrective action(s) required at this time. <input type="checkbox"/> Corrective action required (specify):
	<input type="checkbox"/> All conditions acceptable <input type="checkbox"/> Hazardous condition detected (specify):	<input type="checkbox"/> No corrective action(s) required at this time. <input type="checkbox"/> Corrective action required (specify):
	<input type="checkbox"/> All conditions acceptable <input type="checkbox"/> Hazardous condition detected (specify):	<input type="checkbox"/> No corrective action(s) required at this time. <input type="checkbox"/> Corrective action required (specify):
	<input type="checkbox"/> All conditions acceptable <input type="checkbox"/> Hazardous condition detected (specify):	<input type="checkbox"/> No corrective action(s) required at this time. <input type="checkbox"/> Corrective action required (specify):

SITE SUPERVISOR COMPLETING THIS FORM: _____

DATE _____

Title: Employee Identification Card Program 060110

Date of Origin: 032007

Responsible Party: Police Department and Safety Committee

I. Policy:

The Employee Identification Card Program is a supplementary program of the City of Saratoga Springs' Workplace Violence Prevention Program. This policy sets the standard for the issuance of employee identification cards to all those individuals employed by the City of Saratoga Springs (City) on a full time, part time and volunteer basis. The City of Saratoga Springs' Police Department shall be responsible for the ownership of the identification card hardware and software and shall have the responsibility of issuing identification cards on behalf of all City departments at the request of Civil Service and the Office of Risk and Safety.

II. Definitions:

City of Saratoga Springs Identification (ID) Card: An identification card provided by the City for the purpose of identifying those individuals who are employed by the City in a full time, part time or volunteer capacity.

Civilian Employee: An individual who is designated by Civil Service as qualified to perform a City department duty and who is employed on a regular and ongoing basis, is physically present in the performance of his/her duties and not a uniformed employee of the police or fire departments.

Department Head: Commissioner and/or Mayor for the purposes of this policy.

Fire Department Employee: An individual who is designated by Civil Service as qualified to perform fire department duties and who is employed on a regular and ongoing basis and is physically present in the performance of his/her duties.

Full Time Employee: An individual who is employed on a regular and ongoing basis and is physically present in the performance of his/her duties. This definition also includes those individuals employed as permanent part-time employees who are employed on a regular and ongoing basis and physically present in the performance of their job duties.

Police Department Employee: An individual who is designated by Civil Service as qualified to perform police department duties and who is employed on a regular and ongoing basis and is physically present in the performance of his/her duties.

Issuing Official: The department head that is authorized to request the issuance, replacement, or surrender of an identification card for an individual within their department's employ.

Official Capacity: An individual while in the employ of the City conducting City business.

Property: Any property owned or leased by City of Saratoga Springs.

III. Procedure:

1. Every individual employed by the City will be issued an official City of Saratoga Springs' Identification Card.
2. The City's Identification Card technology will be maintained under the direct control of the City of Saratoga Springs Police Department, Civil Service, and the Office of Risk and Safety shall be given access to the Identification Card technology as is necessary to complete the requirements of this program.
3. The Police Department shall have the responsibility of issuing each new employee an Identification Card upon the request of Civil Service. The Identification Card must be worn prominently by all civilian staff on the employee's outer clothing between shoulder and waist with the photo side facing out when an employee is on duty and in the employ of the City on City business.
4. Police, Fire and Public Works field personnel will maintain identification cards per the protocols established within their respective departments.

5. Identification Cards will be used to:
 - a. Provide reliable and controlled identification.
 - b. Provide a cost-efficient and controlled method of obtaining access to certain areas of City owned, operated and/or maintained property.
 - c. Confirm to other members of the workforce the authorized presence of a person.
6. The face plate of civilian identification cards shall contain the following:
 - a. Name - (First, middle initial, last). If space for the full name is insufficient, the first name may be reduced to an initial. Hyphenated last names will be allowed.
 - b. Photograph - a full-face color image.
 - c. Job title.
 - d. Logo – City of Saratoga Springs, NY logo and name.
7. The face plate of fire department identification cards shall contain the following:
 - a. Name - (First, middle initial, last). If space for the full name is insufficient, the first name may be reduced to an initial. Hyphenated last names will be allowed.
 - b. Photograph - a full-face color image.
 - c. Paramedic Status
 - d. Employee Number
 - e. Position Rank
8. The face plate of police department identification cards shall contain the following:
 - a. Name - (First, middle initial, last). If space for the full name is insufficient, the first name may be reduced to an initial. Hyphenated last names will be allowed.
 - b. Photograph - a full-face color image.
 - c. Police Badge Number
 - d. Employee Number
 - e. Position Rank
9. The back of each employee identification card shall provide personal employment information relevant to the department in question.
10. The City's official Identification Card may not be defaced, pierced, or visually obstructed in any manner. Stickers, pins or other items affixed to the Identification Card will impair its purpose and performance.
11. The Identification Card shall be used solely by the individual to whom it is issued, and under no instances shall it be transferred to any other individual for use.
12. Lost, damaged, or stolen Identification Cards must be reported to the Office of Risk and Safety within seventy-two (72) hours of the determination of loss. Employees having lost, misplaced or had their identification card stolen shall be responsible for the cost of replacement.
13. Department Heads shall be responsible for enforcing this policy with regard to the employees assigned to their divisions in support of the City's Workplace Violence Program.

Title: Emergency Evacuation Policy: City Owned Building

Date of Origin: 020304

Responsible Party: All City Personnel

Policy:

The City of Saratoga Springs is committed to provide a safe working environment for all of its employees. This policy details emergency evacuation procedures for City employees. It details measures for the notification of an emergency situation and the process by which an emergency evacuation should be conducted. The Office of Risk and Safety shall be the City representative having responsibility for the management and implementation of this plan in conjunction with representatives from the Department of Public Safety. An Emergency Situation requiring evacuation is defined as any event that poses immediate threat to the life, health and well being of any individual(s). In the event any person within a City building discovers an emergency, the following measures will be undertaken:

Emergency Protocols: What to do in an EMERGENCY:

Active Shooter: If you are in a building when a shooting occurs, take the following steps:

- Lock or barricade all doors. **KEEP OUT OF SIGHT.**
- **Call 911** to provide your location, report any injuries, or provide a description of the assailant(s) (e.g., name, number of suspects, gender, race, clothing, physical features, and type of weapon(s)).
- Move away from the windows and doors and stay low/behind available heavy objects.
- Turn cell phones to vibrate.
- Remain in the secured area until you are removed by law enforcement.
- Do not attempt to rescue anyone if it will further endanger persons within the secured area.
- If you encounter police officers follow their commands immediately and completely.

Bomb Threat: If a bomb threat is received by phone, take the following steps:

- Record info regarding the bomb threat and have it available for the police when they arrive.
- If your phone has a display, copy the number or letters on the window display.
- *The most crucial information you can obtain from the caller is detonation time, location, and appearance of the bomb.*
- Don't hang up. Have someone **call 911** from another phone. Give the phone number for the location that received the bomb threat.

If a **bomb threat is received by note or email**, take the following steps:

- **Call 911.**
- Do not handle the note or erase the email.

If a **suspicious object is found or arrives in the mail**, take the following steps:

- **Call 911.**
- Do not touch or move the object.
- Evacuate the immediate area.
- Stop anyone from entering where the object is located.

Signs of a suspicious package:

- No return address or excessive postage or an unexpected delivery
- Physical appearance including stains, strange odor or strange sounds

Evacuation procedures:

- Walk, don't run.
- Do not use elevators.
- Move a safe distance from the building.
- If you know of hazards or trapped persons, tell the nearest police officer.
- Do not re-enter the building.

Chemical, Radioactive, or Biological Spill: In the event of a spill, take the following steps:

- **Call 911.**
- Warn others nearby of the spill and avoid breathing vapors.
- Direct potentially contaminated people to stay in a controlled area.

- Do not allow others into the area, even to retrieve personal belongings.
- Do not spread contaminants. Take off your shoes before walking to other parts of the building.

Criminal Activity: If you become aware of criminal activity, take the following steps:

- **Call 911.**
- Do not attempt to apprehend or interfere with a criminal.
- Note the criminal's characteristics: height, weight, sex, race, age, clothing, weapon (if any), and direction and method of travel.
- If the criminal flees the scene in an automobile, note the license plate, make, model, color, and any other characteristics of the vehicle.

Fire: If you discover a fire, take the following steps:

- Manually activate the fire alarm.
- Immediately exit the building and close the door(s) behind you.
- Tell others in the area there is a fire.
- **Call 911** when you have reached safety.

If you are trapped during a fire, take the following steps:

- Wet and place cloth material around and under the door to prevent smoke from entering.
- Close as many doors as possible between you and the fire.
- Be prepared to signal someone outside, but do not break glass until absolutely necessary as smoke may be drawn into the room.

If caught in smoke, take the following steps:

- Drop to the floor and crawl toward an exit.
- Stay as low as possible.
- Take shallow breaths through your nose and use a shirt or towel as a filter.

Flooding: In the event of flooding, take the following steps:

- If it's safe to do so, turn off electrical equipment and secure experiments, vital equipment, records, and hazardous material by moving it to higher ground.
- Call 911 to report hazardous substances that may contaminate flood waters.
- Do not dump flood water down the storm drain unless doing so is approved by environmental health and safety staff.

Medical Emergencies: In the event of a medical emergency, take the following steps:

- **Call 911.** Do not move the person unless he or she is in danger.
- Avoid leaving the person except to summon help.

Power Outages: In the event of a major City-wide outage, take the following steps:

- Turn off lights and unplug all electrical equipment, including computers.
- Do not light candles or other flames.
- Call the Department of Public Works at 518-587-3550 ext 2544 during business hours or the Police Department at 518-584-1800 after hours to report a power outage.

Gas Smell: Inside the building

- **Call 911** and evacuate the area
- **Do Not** touch any electrical outlets or equipment
- Call the Department of Public Works at 518-587-3550 ext 2544 during business hours or the Police Department at 518-584-1800 after hours to report an odor of gas.

Workplace Violence: If you notice workplace violence, including intimidation, threats, physical attack or property damage, take the following steps:

- **Call 911** and immediately activate your panic button if you have one. Provide a location and description of the assailant or suspicious individual.
- Seek cover behind a locked door.

Emergency Evacuation Protocol:

In the event any person within a City building discovers an emergency, the following measures will be undertaken:

1. A person who recognizes an emergency situation shall immediately notify everyone within his/her immediate proximity of the emergency situation and follow the guidelines established above. The person shall immediately call 911 and follow the directions for evacuation given by the Police Department.
2. The Police, Fire, Administrative Director of Recreation, senior staff on duty, and/or the Director of Risk and Safety shall have the authority of jointly and/or individually notifying building occupants that they should immediately evacuate the building per the protocols established by the Police and Fire Departments.
3. The City of Saratoga Springs Police and Fire Departments shall manage all evacuation proceedings and shall direct City employees as appropriate.

Upon receiving notification of the order to evacuate, all employees shall immediately vacate the building per the route given them by police and fire personnel.

4. Employees vacating City properties are required to meet members of their department for attendance purposes immediately after evacuation at the following locations:
 - City Hall Employees **Algonquin/North Broadway Parking Lot**
 - DPS Garage Employees: Parking Lot Adjacent to Building
 - DPW Garage Employees: Division Street School Parking Lot
 - Indoor Recreation Center Department Employees: Recreation Fields
 - Visitor Center Employees: Freihofer's Parking Lot
 - Weibel – Vernon Ice Rinks: Weibel Avenue Ice Rink Parking Lot
 - Excelsior Water Treatment Plant: North-West Corner of Lot - Blue Water Tower

In the event of inclement weather during an emergency evacuation, employees will meet at a designated location given by police/fire/risk and safety at the time of the incident.

5. **EVERY** employee will individually check in with his/her department supervisor upon being evacuated.
6. A Public Safety Representative shall be responsible for polling each *supervisor* to determine whether or not **EVERY** employee of the building has been fully evacuated.
7. A Public Safety Representative shall immediately notify the Police Department of any individual identified as being missing or unaccounted for at the time of the evacuation.
8. In the event the Police Department telephone lines are disabled, mobile and/or cellular telephones will be used for communication.
9. In the event that an individual cannot evacuate a City building, that individual shall group together with any other individuals present and await evacuation directions from the Police and/or Fire Department.
10. **No individual will be allowed back into a City building until the Police or Fire Departments have given the "ALL CLEAR."**

Title: Fleet Safety Program 120313
Date of Origin: 110503
Responsible Party: Risk and Safety and Safety Committee

I. Policy:

The goal of the City of Saratoga Springs (City) is to do everything reasonable to prevent injury and/or property damage as a result of auto accidents involving employees, visitors and/or residents of the City. The City recognizes that the safety and well being of all City personnel is important for both humanitarian and economic reasons.

The City maintains a fleet of "motor vehicles" (defined for this Program as being any motorized vehicle requiring registration with the State of New York), for the express use of City officials and employees to conduct official City business. This Fleet Safety Program provides policy and protocol governing the use of motor vehicles within the City owned and operated fleet.

The Fleet Safety Policy shall be subject to the terms and conditions of any collective bargaining agreement in effect governing the relations between the City and its employees. In the event of any actual conflict between this Policy and any collective bargaining agreement the terms of the collective bargaining agreement shall govern.

Violation of this policy may subject employees to administrative action, up to and including formal disciplinary action resulting in termination of their employment, in accordance with Section 75 of the NYS Civil Service and/or City's collective bargaining agreements.

The US Department of Transportation's (DOT) Omnibus Transportation Employee Testing Act (OTETA) of 1991 requires the testing of certain employees for the misuse of alcohol and use of controlled substances. In accordance with the DOT and the Federal Motor Carrier Safety Administration (FMCSA) Regulations (49 CFR Parts 40 and 382), City employees who meet the requirements of the OTETA are subject to drug and alcohol testing.

Every City employee who is required to hold a Commercial Driver's License (CDL) and who operates a motor vehicle designed to transport 16 or more passengers (including the driver), or with a weight of 26,000 or more pounds, or is used to transport hazardous materials which require the motor vehicle to be placarded, is required by the OTETA to submit to the following tests:

- Pre-employment (including those currently employed who are assigned safety-sensitive functions for the first time);
- Random;
- Post-accident;
- Reasonable Suspicion;
- Return to Duty; and/or
- Follow-up

II. Definitions:

Department Head: Commissioner of Accounts, Finance, Public Works, and Public Safety and/or the Mayor

At Fault Accident: An accident that has been determined to be the fault of the driver by a law enforcement agency per NYS Vehicle and Traffic Laws.

City Vehicle: a vehicle owned or leased by the City of Saratoga Springs.

Conditional License: Defined in Article 31§1196.7 of the NYS Vehicle and Traffic Law as a conditional license issued or privilege valid for use by the holder thereof: enroute to and from the holder's place of employment; if the holder's employment requires the operation of a motor vehicle as permitted; enroute to and from a class or an activity which is an authorized part of the alcohol and drug rehabilitation program and at which attendance is required; enroute to and from a class or course at an accredited school, college, or university or to a state approved institution of vocational or technical training; to or from court ordered probation activities; to and from a motor vehicle office for the transaction of business relating to such license or program; for a three hour consecutive daytime period, chosen by administrators of the program, on a day during which the participant is not engaged in usual employment or vocation; enroute to and from a medical examination or treatment as part of a necessary medical treatment for such participant or member of the participant's household, as evidenced by a written statement to that effect from a licensed practitioner; and enroute to and from a place, including a school, at which a child or children of the holder are cared for on a regular basis and which

is necessary for the holder to maintain such holder's employment or enrollment at an accredited school, college or university or at a state approved institution of vocational or technical training.

Ignition Interlocking Device: Defined in Article 31 §1198 of the NYS Vehicle and Traffic Law as a device, purchased and installed at the expense of the designated operator, that is connected to a motor vehicle ignition system and measures the alcohol content of the designated operator's breath. As a result, the vehicle with the attached ignition interlocking device cannot be started until the designated operator provides an acceptable breath sample.

NYS CDL: A New York State Commercial Driver's License allowing individuals to operate a vehicle in excess of 26,000 pounds Gross Vehicle Weight rating or for any size that is used to carry placardable amounts of hazardous materials.

NYS DMV: New York State Department of Motor Vehicles.

OTETA: Omnibus Transportation Employee Testing Act (OTETA) of 1991.

Restricted Use License: Defined in Article 21-A §530 of the New York Vehicle and Traffic Law to be a person whose driving license or privilege of operating a motor vehicle in NYS has been heretofore suspended or revoked pursuant to the provisions of Article 21-A §510 or whose driver's license or privilege has been revoked pursuant to Article 6 §318

Safety Sensitive as defined by OTETA: Safety sensitive functions including driving; waiting to be dispatched; inspecting, servicing or conditioning any commercial motor vehicle; at the controls of a commercial motor vehicle; on or in a commercial motor vehicle; loading or unloading a commercial motor vehicle (including assisting, attending, giving and getting receipts); performing driver requirements associated with an accident; or when the vehicle is disabled – repairing, getting help or staying with the vehicle.

Valid License: A NYS driver's license issued by the Department of Motor Vehicles that is not expired, suspended or revoked.

Weapon: For purposes of this Policy, "weapon" shall be defined as set forth in the description of items contained in New York State Penal Law §265.01(1) or (2).

III. Driver Qualification and Eligibility Standards:

A. Driver Qualifications:

A City employee may drive a City vehicle as part of his or her employment if he or she:

1. is at least twenty-one (21) years old and has three (3) years of driving experience; and
2. has a valid license that is not a conditional license or a restricted use license; and
3. has had his or her motor vehicle record reviewed by the Director of Risk and Safety per the terms and conditions of this program prior to being hired; and
4. agrees to be enrolled in the New York State Department of Motor Vehicle License Event Notification Service (LENS) Program, thereby allowing the City to receive notification from LENS regarding the employee's driving record; and
5. has no ignition interlock device required by his or her license; and
6. has no restrictions that would prevent the employee from legally or safely operating a City vehicle assigned to him or her for work assignments.

B. Eligibility to Drive a City Vehicle:

A City employee shall no longer be eligible to drive a City vehicle as part of his or her employment if he or she:

1. has NYS Driver's license that is no longer a valid license, or is a conditional license, or is a restricted use license; or
2. refuses to continue to be enrolled in the New York State Department of Motor Vehicle License Event Notification Service (LENS) Program, thereby allowing the City to receive notification from LENS regarding the employee's driving record; or
3. has an ignition interlock device required by his or her license; or
4. has any restrictions that would prevent the employee from legally or safely operating a motor vehicle assigned to him or her for work assignments; or
5. has three (3) at fault accidents within a period of two (2) years; or
6. has been arrested for a violation of New York State Vehicle and Traffic Law section 1192; or
7. fails a drug test administered by the City pursuant to his or her employment.

C. Reinstatement of Driving Privileges:

1. In the event that an employee loses his or her eligibility to drive a City vehicle pursuant to Section Three, Paragraph B(5) hereinabove, said eligibility may be reinstated if the employee successfully completes an approved Driver Safety Course recognized by the NYS Department of Motor Vehicles and proof of same is provided to the employee's Department Head and the Director of Risk and Safety;
2. In the event an employee loses his or her eligibility to drive a City vehicle pursuant to Section Three, Paragraph B(6) hereinabove, said eligibility may be reinstated if the employee is found not guilty of the charged violation of New York State Vehicle and Traffic Law section 1192 or, if after being found guilty of the violation, said employee regains a valid license that is not a conditional license or restricted use license.
3. In the event an employee loses his or her eligibility to drive a City vehicle pursuant to Section Three, Paragraph B(7) and the employee has a NYS CDL, said eligibility may be reinstated pursuant to the procedures set forth in OTETA; or
4. In the event an employee loses his or her eligibility to drive a City vehicle pursuant to Section Three, Paragraph B(7) and the employee has a valid license which is not a NYS CDL, said eligibility may be reinstated after the employee is referred to the Employee Assistance Program (EAP) and successfully completes all recommendations of the EAP providers in a manner acceptable to the City's Human Resource Administrator and said acceptance is provided to the Director of Risk and Safety.

D. Repeat Offenses:

In the event an employee loses his or her eligibility to drive a City vehicle twice during any three (3) year period, the employee shall lose his or her eligibility to drive a City vehicle for a period of two (2) years from the date of the last loss of eligibility. The employee's eligibility to drive a City vehicle may be reinstated after the two year period only upon recommendation of the Safety Committee and approval of the City Council.

IV. Motor Vehicle Use Policy:

All drivers of City vehicles must observe New York State Vehicle and Traffic Laws and City's Fleet Safety Programming including but not limited to:

1. Wearing seat belts per New York State Vehicle and Traffic Laws;
2. Observing the City's Smoking Policy prohibiting any smoking when operating City equipment and vehicles;
3. Refraining from using a cell phone for talking or texting;
4. Refraining from using alcoholic beverages or drugs while operating City vehicles or equipment per the City's Substance Abuse Policy;
5. Observing the regulations concerning controlled substances and alcohol testing for NYS Commercial Driver's Licenses as governed by the NYS Department of Transportation and the NYS Vehicle and Traffic Laws;
6. Operating a City vehicle or equipment for the sole purpose of City business;
7. Allowing only City employees as passengers with the exception of the transport of individuals as it pertains to law enforcement and emergency medical services;
8. Being personally responsible for any ticket issued by a law enforcement official as a result of a violation of the NYS Vehicle and Traffic Laws while driving a City vehicle;
9. Notifying the Director of Risk and Safety of the use of City:
 - a. law enforcement vehicles for authorized law enforcement activities outside of a one hundred (100) mile radius from City limits;
 - b. fire and emergency management vehicles for authorized City business use outside of a fifty (50) mile radius from City limits; and
 - c. all other City vehicles for authorized City business use outside of the City limits.
10. At no time, EXCEPT for law enforcement in the performance of their official duties, have any weapon of any kind within his/her personal vehicle and/or a City motor vehicle while on City owned, leased or maintained property or in the course of his/her employment. (For the purposes of this Policy, "weapon" shall be defined as set forth in the description of items contained in New York State Penal Law §265.01(1) or (2). An employee who is identified as having a weapon of any kind in violation of this policy shall be immediately reported to the police for investigation.)

V. Vehicle Maintenance and Safety:

All drivers shall be required to adhere to their departmental vehicle maintenance and safety inspection guidelines. The City's mechanics or designated repair shops shall be responsible for the performance of routine maintenance (other than warranty items) and repair of all City motor vehicles and equipment including but not limited to:

1. Employees are required to conduct a vehicle maintenance and safety inspection for their assigned vehicle prior to and at the end of their use of the City vehicle and immediately report any known or suspected mechanical and physical defects to their supervisor.
2. Supervisors shall be responsible for enforcing the City's Fleet Safety Vehicle Maintenance and Safety Standards for the employees assigned to their work group.
3. Each City department shall be responsible for the documentation of scheduled and unscheduled maintenance on each City owned vehicle within its control. This documentation shall be available for review by the Director of Risk and Safety as needed in support of the City's Risk and Safety Program.
4. Each department shall be responsible for the establishment of a written scheduled (planned) preventive maintenance program for scheduling and maintaining records of service on each City vehicle.

VI. Accident Reporting:

Motor vehicle accidents are defined as any occurrence involving the operation of a City owned or leased motor vehicle, being operated by a City employee while engaged in the performance of his/her duties that result in death, physical injury or property damage.

The following Rules of the Road apply to any accident involving a City employee and the motor vehicle he/she is assigned to:

1. Each and every accident involving a City motor vehicle must be IMMEDIATELY reported to the City Police Department.
2. The City's Police Department shall investigate all City accidents and provide completed accident reports to the Director of Risk and Safety.
3. Accidents are to be reported immediately to the employee's supervisor, department head and the Director of Risk and Safety within twenty-four (24) hours of their occurrence. The **City's Employee Accident Reporting Form** shall be completed and transmitted to the Director of Risk and Safety after review by the applicable department head.



City of Saratoga Springs' Employee Accident Reporting Form

Date of Occurrence:	Time of Occurrence:	Date Reported:	Time Reported:
Employee's Name:			
Employee's Job Title:			
Specific Location of Incident:			
Condition of Area Where Incident Occurred:			
Weather Conditions:			
Character of Case: * INCIDENT * PROPERTY DAMAGE * VISITOR PROPERTY DAMAGE * THEFT			
Description of Damages:			
City Property Damage:			
Visitor Property Damage:			
Vehicle Make:	Vehicle Model:	Vehicle Year:	Vehicle Owner/Operator:
Witnesses' Names/Addresses/Telephone Numbers:			
Employee Statement: (Briefly describe the nature of the accident and the circumstances that resulted in damage to Private or City owned property.)			
Supervisor's Statement:			
Police Report Filed By:	Date:	Case No.:	
Supervisor's Signature:			

Department Head's Signature/Date:	Director of Risk and Safety Signature/Date:
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Title: Hazard Communication Program 121709

Date of Origin: 123103

Responsible Party: Risk and Safety

I. Policy:

The City of Saratoga Springs maintains a central database of Material Safety Data Sheets that are specific to building occupants and departmental responsibilities in accordance with the United States Department of Labor OSHA Hazard Communication Standard 29 CFR 1910.1200. This law requires the following of all public employers:

“The employer shall maintain in the workplace copies of the required material safety data sheets for each hazardous chemical and shall ensure that they are readily accessible during each work shift to employees when they are in their work area(s).”

“Where employees must travel between workplaces during a work shift, i.e., their work is carried out at more than one geographic location, the material safety data sheets may be kept at the primary workplace facility. In this situation, the employer shall ensure that employees can immediately obtain the required information in an emergency.”

Material Safety Data Sheets (MSDS) collected and indexed shall be maintained and communicated by the City Office of Risk and Safety on an annual and ongoing basis in support of the City’s “New York State Right to Know Law “Program.

II. Protocol:

1. Individual departments shall have the responsibility of informing the Office of Risk and Safety of the addition and/or deletion of any chemicals within a workplace.
2. The Office of Risk and Safety shall conduct an annual inventory of chemicals within City workplaces in November of each year.
3. A survey titled “City of Saratoga Springs MSDS Questionnaire” hereby attached as Exhibit A shall be sent to all department heads requesting the identification of chemicals and their manufacturers.
4. The Office of Risk and Safety shall in turn provide copies of Material Safety Data Sheets for those chemicals identified. The MSDS are to be kept in a binder titled “**City of Saratoga Springs Material Safety Data Sheets.**” Department Heads shall be responsible for including updated material in this binder and for making multiple copies as needed.
5. The Office of Risk and Safety shall maintain the central database for the City of Saratoga Springs’ Material Safety Data Sheets as part of the “NYS Right to Know Law Program.” Additionally, the Police Department, Fire Department, Department of Public Works Garage, Water Treatment Plant, and the Department of Public Safety Garage shall also maintain master MSDS Binders on site for MSDS within their control.
6. The Office of Risk and Safety shall be responsible for the annual education and distribution of the “New York State Right to Know Law” which shall conform to the materials mandated by the New York State Department of Labor herein attached as Exhibit B.
7. The Office of Risk and Safety shall be responsible for delivering an annual report to the City Safety Committee regarding the status of the **City’s Hazard Communication Program** and the education delivered to its employees.
8. The Office of Risk and Safety as Safety Officer shall be the liaison for questions pertaining to the City’s compliance with the “New York State Right To Know Law Program” and shall act as the City representative pertaining to “New York State Right To Know Law Program” issues.



City of Saratoga Springs' Hazard Communications Program *NYS Right-to-Know Law Program*

The *New York State Right-to-Know Law* requires all public employers to develop programs to inform employees of the potential hazards of chemicals found in the workplace. Employers have four areas of responsibility:

Notification: Employers must inform employees of their rights to information, including possible health effects and hazards, concerning all toxic substances present in their workplace.

Information: Employers must respond to employee requests with specific information in written form concerning any toxic substance present in the workplace.

Training: Employers must train employees in the identity, properties and safe use of toxic substances they can expect to encounter in the course of their duties.

Recordkeeping: Employers must keep records of employees exposed to substances with enforceable exposure standards, OSHA Subpart Z.

The City of Saratoga Springs has a formally established Hazard Communications Program that provides education on an annual basis. Its inventory of chemicals within the workplace is updated during the fourth quarter of each year. Updates to the City's MSDS Database are completed and distributed accordingly.

The City of Saratoga Springs maintains both an electronic and paper database of Material Safety Data Sheets within its workplaces. Each department is individually responsible for maintaining material safety datasheets as provided by Risk and Safety Management.

The City of Saratoga Springs' paper database is contained within individual departmental binders titled '*City of Saratoga Springs Material Safety Data Sheets.*'

The City of Saratoga Springs' electronic database may be found at the following Internet address:
<http://hq.msdonline.com/saratogasp3291>

Should you require information on any chemical within your workplace, please document the chemical product name, its manufacturer, and its use within the workplace. Please send the inquiry to Office of Risk and Safety at the address listed below. Questions pertaining to the *City of Saratoga Springs' NYS Right-to-Know Program* should be addressed to:

Marilyn Rivers, Office of Risk and Safety
City of Saratoga Springs
474 Broadway
Saratoga Springs, NY 12866
Tel: (518) 587-3550 extension 2612
Email: Marilyn.Rivers@Saratoga-Springs.org

Title: Hazard Waste Management Program

Date of Origin: 122108

Responsible Party: Public Works

I. Policy:

The City of Saratoga Springs shall maintain a Waste Management Program in accordance with the New York State Department of Environmental Conservation Waste Management Regulations per 6 NYCRR Parts 370 Series as applicable to City operations. The goal of this program is to establish universal protocols in the disposal of waste accumulated throughout the City's operations.

II. Definitions:

Department Head: Commissioner, Mayor, Deputy Commissioner and/or Deputy Mayor.

The definitions as follows are directly taken from the NYS Department of Environmental Conservation Division of Solid and Hazardous Materials Hazardous Waste Report: Instructions and Forms. A complete listing of definitions as they pertain to 6 NYCRR Parts 370 Series may be found within this document for further reference to the required regulations.

Disposal: Final placement or destruction of toxic, radioactive, or other wastes; surplus or banned pesticides or other chemicals; polluted soils; and drums containing hazardous materials from removal actions or accidental releases. Disposal may be accomplished through the use of approved landfills, surface impoundment, land farming, deep well injection, ocean (water) dumping, or incineration.

Solid Waste: Materials ranging from municipal garbage to industrial wastes that contain complex and sometimes hazardous substances. Solid wastes also include sewage sludge, agricultural refuse, demolition wastes, and mining residues. Technically, solid waste also refers to liquids and gases in containers.

Universal Hazardous Waste: Any of the following hazardous wastes that are managed under the universal waste requirements of 6 NYCRR Subpart 374-3; or batteries, as described in 6 NYCRR 374-3.1(b); pesticides as described in 6 NYCRR 374-3.1(c); thermostats as described in 6 NYCRR 373-3.1(d); and lamps as described in 6 NYCRR Part 374-3.1(e).

III. Protocol:

1. Individual City departments shall collectively utilize the same waste contractors whenever possible in disposing of solid or universal waste. Waste management contractors shall be retained through the City's Purchasing policies and be contracted to dispose of the City's hazardous waste in its entirety and not its departmental parts.
2. Costs associated with the disposal of waste shall be individually borne by each department based upon the waste generated and be billed separately according to contract.
3. Every waste management contract executed by the City will contain a clause in which an annual waste management report is generated for the City's annual disposal history as whole with separate reports for each of its departments. These reports shall be directed to Department of Public Works who shall be responsible for the keeping of the reports and the distribution of the reports to the City Safety Committee and each individual department.
4. The Department of Public Works shall have the responsibility of managing the disposal of hazardous waste within the City per the NYS Department of Environmental Conservation Hazardous Waste Management Regulations.
5. Each Department Head shall be responsible for ensuring proper compliance for the disposal of hazardous wastes accumulated and disposed of in accordance with NYS Department of Environmental Conservation Hazardous Waste Reporting Regulations.
6. Each department shall dispose of all accumulated solid and universal waste generated by its departmental operations on an annual basis. The Department of Public Works shall establish the parameters of disposal to be utilized during this time period in cooperation with each Department Head.
7. Any solid or universal waste that may be disposed of as it is generated should be disposed of in accordance with the adopted City Waste Management Information Guidelines.

8. Each Department Head shall designate an individual to reconcile his/her department's Annual Waste Management Disposal Inventory in cooperation with the Department of Public Works as provided by the contracted vendor.
9. Any monies recouped through an individual department's recycling efforts shall stay with the department generating said waste and will count as a credit to the billed services for that department.
10. The Department of Public Works shall be responsible for managing a centralized database of the "*City of Saratoga Springs' Hazardous Waste Management Survey*" generated by each department pertaining to the management and disposal of hazardous waste generated and disposed of within each calendar year. These records shall be kept in accordance with the NYS Records Retention Schedules.
11. Chemicals inventoried shall be identified within the City's MSDS Database per the protocols established by the City's Hazard Communication Program.

City of Saratoga Springs' Common Generated Wastes and Acceptable Disposal Methods

Common Generated Wastes	Storage Area Prior to Disposal	Generally Accepted Disposal Protocols
Adhesives	No smoking area, flame proof area, dry conditions- preferable temperature between 5 degrees Celsius and 30 degrees Celsius	Empty containers should carefully be punctured or left open. Aerosol packages must have all pressure relieved before puncturing. Dispose of according to manufacturer's directions.
Ammunition	Ammunition should be stored separately in a locked container. Ammunition boxes should be ventilated.	Dispose of according to manufacturer guidelines or send to regional demolition facility for disposal.
Antifreeze	Store in original containers whenever possible. 16 gauge or lower or steel or plastic 205 litre drums in closed containers.	Contact a registered recycling or disposal facility for proper disposal.
Asphalt	Does the asphalt contain lead or an oil based contaminant? If yes, follow DEC guidelines for storage. If no, determine future usability and/or immediate disposal.	Does the asphalt contain lead or oil based products? If yes, follow DEC regulations for storage. If no, may be reused or used for clean dry fill in area designated by City.
Batteries: liquid	Cool and dry space (temperature should not exceed room temperature)	Follow NYS DEC Guidelines. Contact battery recycling companies for appropriate disposal. Disposal methods vary depending on battery manufacturer's instructions.
Batteries: solid	Store in cool and dry space. Atmosphere should not exceed room temperature.	Follow NYS DEC Guidelines. Contact battery recycling companies for appropriate disposal. Disposal methods vary depending on battery manufacturer's instructions.
Batteries: Rechargeable	Store in cool and dry space. Atmosphere should not exceed room temperature.	Nickel-Cadmium rechargeable batteries contain toxins, please recycle per manufacturer's instructions.
Batteries: telephone	Store in cool and dry space. Atmosphere should not exceed room temperature.	Battery Recycling Companies (Disposal Methods Vary Dependent on Battery Type and Manufacturer)
Bloodied clothes	Place in sealed plastic bag or container and then into a box. Label box with appropriate hazard label. If wet, place in a paper bag first before disposal.	Placed in a hygienic sealed container and discard or destroy in a hygienic matter per City's Bloodborne Pathogen Policy.
Cardboard	Store in a dry and cool place and away from flammable heat sources. Avoid bending, weakening, and storming near fire hazards.	Should be broken down so that it is flat and can be stacked. Tie together. Recycle. Follow local recycling regulations. Wet cardboard may be placed into the normal waste receptacle unless highly contaminated. If contaminated, collect and send to a central location for disposal in a safe and environmentally sound manner.
Carpeting	Store in cool, dry, clean, nonflammable area.	Try to sell back to the vendor for recycling. If carpeting is in "good condition and clean" take it to a building material reuse center for recycling. The padding should be separated from the fibers. Padding is easily recyclable. Fiber that cannot be recycled should go to the waste transfer station.
Compressed air cylinders	Store in a secure, dry, safe place, on a flat surface in the open air in a ventilated building. Clearly identify cylinder's content with the appropriate warning sign. If not designed to free stand, properly secure cylinder.	Cylinders should be degassed, devalved, and safely punctured. Cylinders that are not decommissioned appropriately should not be disposed of at waste transfer stations, metal recyclers, garbage trucks, or landfill sites - they must be collected separately. Disposal methods include gas cylinder exchange facilities, local dealers, and DEC clean out.
Computer hardware & electronics	Store in dry cool environment in heavy duty boxes safely away from destructive hazards.	Recycle whenever possible. Remove and destroy hard drive as it contains City data that may be confidential in nature. Donate if possible. Contact manufacturer or distributor for manufacturer recycle programs (E-Waste Recycling). If unable to recycle or re-use and computer does not contain any hazardous waste, dispose of in trash.
Computer monitors	Store in dry cool environment in heavy duty boxes safely away from destructive hazards.	Recycle whenever possible. Remove and destroy hard drive as it contains City data that may be confidential in nature. Donate if possible. Contact manufacturer or distributor for manufacturer recycle programs (E-Waste Recycling). If unable to recycle or re-use and computer does not contain any hazardous waste, dispose of in trash.

City of Saratoga Springs' Common Generated Wastes and Acceptable Disposal Methods

Common Generated Wastes	Storage Area Prior to Disposal	Generally Accepted Disposal Protocols
Concrete	Concrete is porous. Whenever possible, store in a cool dry environment.	If painted, determine if the paint used is lead based. If a non-lead based paint was used or if the concrete is unpainted, the concrete may go to the landfill or be recycled. If the concrete is paint with a lead based paint, follow DEC guideline for disposal. The lead based painted concrete cannot go to a landfill/
Contaminated soils	Avoid temporary stockpiling, but if necessary cover with plastic sheeting or tarps and install berm to prevent runoff. Do not stockpile near storm drains or watercourses. Remove any debris on exterior of transport vehicles or into excavation prior to vehicle leaving the exclusion zone.	Dispose according to regulations of the following agencies: USDOT, USEPA, NY-EPA, NY-OSHA and local regulatory agencies. IF SPILL OCCURS, CONTACT NYS DEC IMMEDIATELY.
Copier toner cartridges	Keep cartridges in protective wrapping until placed in printer. If keeping empty cartridges to refill later, store in air tight container. Cartridge shelf life is 20-24 months. Store in cool dry location.	Used toner cartridges may be recycled or disposed of with normal trash. Many manufacturers and distributors of printing supplies will accept used toner cartridges for recycling. Dispose via normal refuse collections.
Demolition waste	Store on site of generation. Screen to prevent scatter and eyesore. Segregate waste in heaps to allow appropriate disposal.	Sample test for hazardous waste and dispose of appropriately. Reuse, recycle or transport to landfill.
Freon	Valve protection caps must remain in place unless container is secured with valve protection outlet piped to use point. Do not drag, slide or roll cylinders. Protect cylinders from physical damage. Store in cool, dry and well ventilation area of non-combustible construction away from heavily trafficked areas and emergency exits. Do not allow temperature to exceed 125 degree Fahrenheit (52 degree Celsius).	Do not attempt to dispose of residual waste or unused quantities. Return unused or empty cylinders with properly labeled documentation, secured plugs and valve caps in place to distributor for proper disposal.
Gasoline	Store in approved containers or return to standard underground storage tanks if no contamination exists.	Store in drums or tanks suitable for disposal purposes. Keep storage containers outside of building until they are removed by registered disposal company. IF SPILL OCCURS, CONTACT NYS DEC IMMEDIATELY.
Glass	Please wrap broken glass securely in paper to avoid injury during handling.	Place in regular trash.
Hydraulic oils	DO NOT ALLOW HYDRAULIC OIL TO ENTER STORMWATER SYSTEM. Store in clean dry atmosphere. Keep all containers closed tightly and install covers on any partially used drums.	Contact registered disposal company for off-site recycling. IF A SPILL OCCURS, CONTACT NYS DEC IMMEDIATELY.
Lead based substances	DO NOT ALLOW LEAD BASED SUBSTANCES TO ENTER STORMWATER SYSTEM. Store in well ventilated flame free areas with sturdy shelves. Label container appropriately.	Store at least 150 feet from any water source. In case of spill, contain spill. Do not allow spill to contaminate any water supply. Container label should state disposal requirements. If not, contact manufacturer, supplier or importer for proper disposal.
Light bulbs: energy efficient	Store in cardboard sleeves or in box in which replacement tubes or bulbs arrived, then store lamps where they can't be broken. Label storage area. If lamps are broken, dispose of properly. Do not discard sharp edges in regular refuse.	If the bulb breaks, open a window and leave the room for 15 minutes. Use a wet rag to place all broken pieces including the rag into a plastic bag. Place plastic bag into second plastic bag. Put into local trash. WASH HANDS after picking up glass pieces.
Light bulbs: fluorescent or sodium	Store in cardboard sleeves or in box in which replacement tubes or bulbs arrived, then store lamps where they can't be broken. Label storage area. If lamps are broken, dispose of properly. Do not discard sharp edges in regular refuse.	Place in regular trash. Handle gently to avoid broken glass.
Mercury containing devices	Store in closed container capable of preventing a release. In case of a leak, follow manufacturer directions. Prominently place a mercury spill kit next to any known device containing mercury.	Contact a mercury recycler or hazardous waste contractor for disposal per law.
Metal waste: valuable	Keep clean and well organized. Pile and mark according to type of metal to be recycled. Keep in locked area to avoid theft.	Contact metal dealer or recycler for best pricing and dispose of accordingly.
Metal waste: all other	Separate into neat clearly labeled piles. Identify metals in each pile.	If metal is not recyclable, properly dispose of in nearest landfill.

City of Saratoga Springs' Common Generated Wastes and Acceptable Disposal Methods

Common Generated Wastes	Storage Area Prior to Disposal	Generally Accepted Disposal Protocols
Motor oils	DO NOT ALLOW MOTOR OILS TO ENTER STORMWATER SYSTEM. Store in 55 gallon or larger drums or other secure containers. Use storage containers that meet NYS DEC requirements. If storing above ground, store in double walled containers clearly labeling type of motor oil present.	Contact 1-800-MOTOROIL or oil recycling agent for proper disposal. IF SPILL OCCURS, CONTACT NYS DEC IMMEDIATELY.
Newspaper print	Store in clean dry place. Store away from flammable devices and heat sources.	Recycle at nearest landfill.
Oils all other	Store in a sealed container free of other chemicals. Surround by an oil-tight bound wall which includes a vent pipe.	Contact oil recycling agent for proper disposal. IF SPILL OCCURS, CONTACT NYS DEC IMMEDIATELY.
Oil filters	Puncture a hole in the dome end or anti-drain back valve and hot-drained, or hot-drained and crushed, or hot-drained and dismantled, or hot-drain using an equivalent method to remove used oil.	Contact oil recycling agent for proper disposal. IF SPILL OCCURS, CONTACT NYS DEC IMMEDIATELY.
Paints: aerosols	Make sure there is no material left in aerosol paint can. Empty aerosol paint can and flatten for disposal.	Ship to a registered recycling or disposal facility
Paints: latex	Store in clean dry place in air tight containers. Store away from flammable devices and heat sources.	All residual/leftover paint must be hardened or dried. Remove lids from cans, and put both lids and cans into a plastic trash bag along with regular trash.
Paints: oil based	The solvents in oil-based paint are flammable, and the resins, solvents, pigments, and additives can be toxic when breathed or touched. Store in cool, dry place away from flammable heat source in airtight containers..	Contact recycling agent for proper disposal.
Paper	Store in clean dry place. Store away from flammable devices and heat sources.	Recycle at nearest landfill.
Paper: shredded	Store in clean dry place. Store away from flammable devices and heat sources.	Recycle at nearest landfill.
Pepper spray	Keep container closed. Store away from heat and light, store in clean dry place. Do not heat above 126 degrees F areinheit.	Do not incinerate. When container is empty, press valve to release all remaining pressure.
Pesticides and herbicides	Pack in plastic drums unless organic in nature. If the pesticide or herbicide is organic, it must be packed in a steel storage drum.	Contact recycling agent for proper disposal. IF SPILL OCCURS, CONTACT NYS DEC IMMEDIATELY.
Plastics	Store in a cool dry place.	Bring to local recycling center for proper disposal.
Printer cartridges	Handle with care, do not touch nozzles. Store according to manufacturer's instructions.	Recycle. Send cartridge back to manufacturer in postage paid envelope provided by manufacturer.
Sharps	Place sharps in sturdy puncture resistance container for disposal. ALWAYS assume a potential bloodborne pathogen exposure.	Contact the nearest healthcare facility for disposal.
Sludge	Determine the composition of the sludge. DO NOT ALLOW SLUDGE TO ENTER STORMWATER SYSTEM. Follow NYS DEC regulations for disposal instructions.	Determine composition of sludge for appropriate disposal. Possible disposal includes land application or landfill disposal.
Smoke Alarms	Household smoke alarms contain a minute amount of radioactive material. Remove battery for appropriate disposal.	Dispose of in regular trash.
Solvents	Store in original containers when possible. Always store in a safe, dry place away from flammable heat sources.	Contact recycling agent for proper disposal. IF SPILL OCCURS, CONTACT NYS DEC IMMEDIATELY.
Speedy dri	Store in a cool, well ventilated area away from ignition sources.	Burn in an appropriate incinerator or offer to a disposal contractor who is licensed in hazardous materials.
Tear gas canisters	Store in original containers when possible. Always store in a safe, dry place away from flammable heat sources.	Can be incinerated in small amount (maximum of 10 at a time). When incinerating ensure other canisters are kept at least 30 feet away from fire. Fire should have a cover.
Tires	Store in organized piles.	Contact recycling agent for proper disposal.
Transmission fluids	DO NOT ALLOW TRANSMISSION FLUIDS TO ENTER STORMWATER SYSTEM. Store in original containers when possible. Always store in a safe, dry place away from flammable heat sources.	Can be reused if not contaminated. Call a professional hauler to move the fluids
Vinyl	Store in a cool dry location away from ignition sources.	Contact local recycling center. Vinyl will not break down in a landfill.

Title: Ice Skate Sharpening and Rental

Date of Origin: 070506

Responsible Party: Recreation

I. Policy:

The City of Saratoga Springs shall operate an ice skate sharpening and ice skate rental program at its Weibel Avenue Ice Rink facilities. The City shall strive to ensure that ice skates sharpened and rented within its program are maintained in a safe manner reasonably free of material defects in accordance with industry standards.

II. Protocol:

1. The City shall maintain and operate skate sharpening equipment at City owned ice rink facilities. The equipment owned by the City will be maintained on a regular basis consistent with industry guidelines.
2. A Maintenance Log shall be kept for the daily review and check of the skate sharpening equipment in place at the ice rink. The individual responsible for the operation of the skate sharpening equipment will complete a maintenance check of the equipment prior to its use.
3. Any deficiencies noted in the maintenance check of the equipment will be immediately reported to the Recreation Department and/or his or her designee. **The equipment will not be used until such deficiency is corrected.**
4. The City shall maintain and rent out to the public ice skates in various sizes to interested individuals at City owned ice rink facilities. The equipment owned by the City will be maintained on a regular basis consistent with industry guidelines.
5. Individual pairs of ice skates will be examined for any deficiencies prior to the rental of any pair of ice skates. Additionally, these same ice skates will be examined for physical deficiencies immediately upon their return. Damaged equipment will be taken out of service and not be used until such deficiencies are corrected.
6. If it is found that the renter of the pair of skates has deliberately damaged a pair of ice skates, the renter shall be charged for the full replacement cost of the pair of ice skates in question. Monies collected for damaged ice skates shall be reported to the Finance Department.

Title: Lockout Tagout Program 021814

Date of Origin: 021208

Responsible Party: All Departments

I. Policy:

This policy is designed to ensure that City employees comply with the "Lockout/Tagout" Program. This program establishes the minimum requirements for the lockout or Tagout of energy isolating devices. It shall be used to ensure that the machine or equipment are isolated from all potentially hazardous energy, and locked out or tagged out before employees perform any servicing or maintenance activities where the unexpected energization, start-up or release of stored energy could cause injury.

This policy applies to all City employees who may perform service and/or maintenance on machines and equipment capable of "unexpected" start up or release of stored energy. All employees shall be instructed in the safety significance of the lockout (or Tagout) program. Each new or transferred affected employee and other employees whose work operations are or may be in the area shall be instructed in the purpose and use of lockout or Tagout procedures.

II. Definitions:

Authorized Employee is an employee who locks out or tags out machines or equipment in order to service or maintain them. All authorized employees must successfully complete the required training.

Affected Employee is an employee whose job requires him/her to operate or use a machine or equipment on which servicing or maintenance is being performed under Lockout/Tagout or whose job requires him or her to work in an area in which such servicing or maintenance is being performed. An affected worker cannot perform work under a Lockout/Tagout permit.

Contractor is any individual or firm working at the City that is not a City employee.

Department Head: Mayor, Commissioner of Accounts, Finance, Public Safety and Public Works.

Energy: Energy makes change possible. We use it to do things for us. It moves cars along the road and boats over the water. It bakes a cake in the oven and keeps ice frozen in the freezer. It plays our favorite songs on the radio and lights our homes. Energy is needed for our bodies to grow and it allows our minds to think. Scientists define energy as the ability to do work. Modern civilization is possible because we have learned how to change energy from one form to another and use it to do work for us and to live more comfortably.

Potential Energy: also known as stored energy and the energy of position:

Chemical Energy: the potential of a chemical substance to undergo a transformation through a chemical reaction or, to transform other chemical substances. Examples include batteries and light bulbs and cells etc. Breaking or making of chemical bonds involves energy, which may be either absorbed or evolved from a chemical system.

Mechanical Energy: the energy a substance or system has because of its motion. Every moving object has mechanical energy, whether it is a hammer driving a nail, a leaf falling from a tree, or a rocket flying in space. Mechanical energy pulls, pushes, twists, turns and throws. Machines use mechanical energy to do work. Our bodies also use mechanical energy to perform motions such as throwing a ball or moving a pencil to write on paper.

Kinetic energy: is the energy of motion — of waves, electrons, atoms, molecules, substances, and objects:

Electrical Energy: energy absorbed or delivered by an electrical circuit (for example, one provided by an electric power utility) "electrical energy" refers to energy which has been converted *from* electrical potential energy. This energy is supplied by the combination of electric current and electrical potential that is delivered by the circuit.

Hydraulic Energy: power created by the compressive force or movement of a liquid in a confined area. Machines that lift objects often use hydraulic energy. (<https://www.toolingu.com/definition-570210-31785-hydraulic-energy.html>)

Motion Energy: energy stored in the movement of objects. The faster they move, the more energy is stored. It takes energy to get an object moving, and energy is released when an object slows down. Wind is an example of motion energy. A dramatic example of motion is a car crash, when the car comes to a total stop and releases all its motion energy at once in an uncontrolled instant.

Pneumatic Energy: power created by the compressive force or movement of air or gas in a confined area. Assembly tools often use pneumatic energy to force parts together.

Radiant energy: electromagnetic energy that travels in transverse waves. Radiant energy includes visible light, x-rays, gamma rays and radio waves. Light is one type of radiant energy. Sunshine is radiant energy, which provides the fuel and warmth that make life on Earth possible.

Thermal Energy: also known as heat energy is the vibration and movement of machine parts.

Energize: to add energy to something to make it work.

De-energize: to remove energy from something to stop it from working.

Energy Isolating Device – a Lockout Device: a device that prevents the transmission or release of energy. An "energy source" is any source of electrical, mechanical, hydraulic, pneumatic, chemical, thermal, or other energy.

Lockout is the placement of a locking device on an energy-isolating device that ensures the equipment being controlled cannot be operated until the lockout device is removed. "Lockout device" is a device that utilizes a positive means such as a lock, either key or combination type, to hold an energy-isolating device in the safe position.

Machine Guard: a guard placed on the moving part of a machine that cuts, drills or saws that prevents the machine from kicking back chips or pieces of the item being worked on and protects those body parts that may come in contact with the machine as it operates.

Other Employees: are those whose work operations are or may be in an area where energy control procedures are utilized.

Tagout: is the placement of an attachable tag on an energy-isolating device to indicate that the energy isolating device and the equipment being controlled may not be operated until the tagout device is removed.

Tagout Device: a prominent warning device, such as a tag and a means of attachment, which can be securely fastened to indicate that the energy isolating device and the equipment being controlled may not be operated until the tagout device is removed.

III. Protocol:

1. Lockout/Tagout procedures may only be initiated by authorized employees.
2. Every outside Contractor must inform the City and each other of their respective Lockout/Tagout procedures. The responsibility of training outside contractor employees lies with their employer.
3. Each Contractor's LOTO program must be reviewed by an authorized City representative in detail to ensure that City employees could not be injured as a result of allowing the Contractor's LOTO program and procedures to be implemented at a City owned or maintained facility. If there are any discrepancies, it is the responsibility of the City to ensure that City employees understand and comply with any restrictions and prohibitions of the outside contractor's LOTO program.
4. Department Heads and/or their designees shall be responsible for using the forms in Appendix A to identify all equipment and machinery that are governed by 29 CFR 1910.147 on an annual and ongoing basis, to provide training to employees as detailed within this policy, and to ensure the OSHA standard is complied with.
5. Employees shall be trained so that they understand the purpose and function of the LOTO program and procedures. Employees shall also be trained so that they understand the purpose, contents and requirements of 29 CFR 1910.147, The Control of Hazardous Energy (Lockout/Tagout).
6. Authorized Employees shall receive training in the recognition of sources of hazardous energy, the types and magnitudes of hazardous energy and the means and methods of isolation and control.
7. Affected Employees shall be instructed in the purpose and use of the City's LOTO program.
8. Employees shall be instructed about the City's LOTO program and about the prohibition against attempting to restart equipment, machines or systems that have been locked and tagged out of service.
9. Safety Committee shall assist each Department Head in the coordination of hazardous energy control training for all authorized employees.

10. Authorized Employees shall be responsible for educating employees under their direct supervision in the proper use of equipment and machinery.
11. Retraining of employees shall be required whenever there is a change in job assignment, machines, equipment or processes that present a new hazard or a change in the energy control procedures.
12. The Human Resource Administrator shall maintain training records, including each employee's name and dates of training. The Director of Risk and Safety will assist Department Heads in conducting an annual LOTO Audit and maintain records of the annual Lockout/Tagout program audit.

IV. OSHA LOTO Standard Operating Procedures:

A. *Preparation for Lockout or Tagout:*

PLEASE USE THE FOLLOWING SAMPLE CITY FORMS FOR THIS PROCESS:

1. Check the unit's "City of Saratoga Springs' Lockout/Tagout Machine/Equipment Listing" to determine the resources that pertain to each piece of equipment and machinery.
2. Use the **NYS PESH "LOCK-OUT/TAG-OUT DECISION FLOW CHART** before you attempt to fix or service any City equipment or machinery.
3. Complete the "**City of Saratoga Springs' LOCKOUT PROCEDURE**" for every piece of City equipment or machinery that you are attempting to fix or repair.
4. Complete the "City of Saratoga Springs' New or Rebuilt Equipment Safety Inspection" BEFORE the equipment or machinery is placed back into service.
5. Completed forms should be returned to the Supervisor in charge of the equipment.
6. Supervisors are legally required to keep these forms in a binder for each of their departments and the binders must be available for inspection as required by law.

All of these sample forms are contained within Appendix B.

You may now begin the LOTO process.

Identify the machinery or equipment requiring maintenance or repair.

Check Appendix B for the following form "**City of Saratoga Springs' Lockout/Tagout Machine/Equipment Listing**" to insure that the machine or equipment you are working on does have detailed procedures for locking and or tagging of the equipment.

If you are unsure the machine or equipment you are working on has detailed procedures for locking and or tagging of the equipment, refer to the equipment service manual that belongs to that equipment or make a survey of the equipment to determine the procedures required to insure lockout/tagout will result in an energy free state.

PLEASE NOTE: Equipment or machinery that has a cord and plug connected does not require lockout/tagout procedures as long as the attachment cord and plug has been disconnected and is under the sole control of the individual performing maintenance or repairs.

EXCEPTIONS TO LOCKOUT TAGOUT:

If the equipment or machinery you are working on meets any of the following criteria, the specific equipment and machinery you are working on is not required to have detailed lockout/tagout procedures:

- Exception 1: The machine or equipment has no potential for stored or residual energy or re-accumulation of energy after equipment is shut down.**
- Exception 2: The machine or equipment has a single energy source which can be readily identified and isolated.**
- Exception 3: The isolation and locking out of the energy source shall completely de-energize and de-activate the machine or equipment.**
- Exception 4: The machine or equipment is isolated from that energy source and locked out during servicing and maintenance.**

Exception 5: A single lockout device will achieve a locked out condition.

Exception 6: The lockout device is under the exclusive control of the authorized employee performing the servicing.

Exception 7: The servicing or maintenance of the equipment or machine does not create hazards for other employees.

Exception 8: The City in using this exception to the standard has no accidents involving the unexpected activation or re-energization of the equipment or machinery you are servicing.

Detailed operating procedures for machinery and equipment may be found in the Standard Operating Handbook within your work unit.

B. Sequence of Lockout or Tagout System Procedure:

1. Notify all affected employees that a lockout or Tagout system is going to be utilized and the reason therefore. The authorized employee shall know the type and magnitude of energy that the machine or equipment utilizes and shall understand the hazards thereof.
2. If the machine or equipment is operating, shut it down by the normal stopping procedure (depress stop button, open toggle switch, etc.)
3. Operate the switch, valve or other energy isolating device(s). **Stored energy (such as that in springs, elevated machine members, rotating flywheels, hydraulic systems, and air, gas, steam, or water pressure, etc.) must be dissipated or restrained by methods such as repositioning, blocking, bleeding down, etc..**
4. Lockout and/or Tagout the energy isolating device(s) with assigned individual lock(s) or tag(s).
5. After ensuring that no personnel are exposed, and as a check on having disconnected all energy sources, operate the push button or other normal operating controls to make certain the equipment will not operate.
6. The equipment is now locked out or tagged out.

CAUTION: Remember these important points:

- Always return operating control(s) to neutral or off position after the each test of machinery or equipment you are working on.
- Authorized employees who perform electrical repairs, maintenance, installation, or disconnections of electrical conductors prior to removing other equipment or machinery, must test for an energy free state with an approved electrical testing device.
- If the service or repair of equipment or machinery requires exposing live parts of electric equipment, a tag used without a lock must be supplemented by at least one additional safety measure that provides a level of safety equivalent to that obtained by the use of a lock. **(e.g. Removal of an isolating circuit element, blocking of a controlling switch, or opening of an extra disconnecting device.)**

Authorized employees must check for electrical de-energization of electrical circuits and equipment by use of an authorized electrical testing device.

Additionally electrical lockout tagout must comply with 29 CFR 1910.333(b).

C. Restoring Machines or Equipment to Normal Production Operations:

1. After the servicing and or maintenance is complete and equipment is ready for normal production operations, check the area around the machine(s) or equipment to ensure that no one is exposed.
2. After all tools have been removed from the machine or equipment, guards have been re-installed and employees are in the clear, remove lockout and or Tagout devices. Operate the energy isolating device(s) to restore energy to the machine or equipment.
3. Notify affected employees that the servicing or maintenance is complete and the machine or equipment is ready for use.

D. Removal of Locks or Tags By Other Than Those Who Affix Them:

When the authorized employee who applied the lockout device is not available to remove it, that device may be removed under the direction of the supervisor in charge of that equipment or machinery by using the following procedure.

The Supervisor will:

1. Verify that the authorized employee who applied the device is not at the facility.
2. Make all reasonable efforts to contact the authorized employee to inform them that their Lockout/Tagout will be removed from the equipment or machinery in question.
3. Have an authorized employee inspect the equipment to assure the re-energization of the equipment will not expose employees to a hazard or damage the equipment.
4. Insure that the authorized employee is informed that their lock has been removed before they resume work at the facility.

Procedure Involving More Than One Person:

- In the preceding steps, if more than one individual is required to lockout and or tagout equipment, each shall place their personal lockout and or tagout device on the energy isolating device(s).
- When an energy isolating device cannot accept multiple locks or tags, a multiple lockout or Tagout device (hasp) shall be used.
- If lockout is used, a single lock may be used to lockout the machine or equipment with the key being placed in a lockout box or cabinet which allows the use of multiple locks to secure it.
- Each employee will then use their own lock to secure the box or cabinet.
- As each person no longer needs to maintain their lockout protection, that person will remove their lock from the box or cabinet.

V. Basic Rules for Using Lockout or Tagout System Procedure:

All equipment shall be locked out or tagged out to protect against accidental or inadvertent operation when such operation could cause injury to personnel.

Do not attempt to operate any switch, valve, or other energy isolating device where it is locked or tagged out.

VI. Lockout/Tagout Procedures for Outside Personnel (Contractors):

- Whenever outside servicing personnel are engaged in operations involving servicing or maintenance of machinery with potentially hazardous energy, the outside City must inform a representative of the City of his/her respective lockout/tagout procedures.
- Conversely, the City representative must verify that the contractor is complying with all applicable regulations concerning lockout/Tagout (29 CFR 1910.147) while working in the City's buildings.
- Additionally, all affected City personnel will be informed of and instructed to comply with the outside contractor's energy control procedures.

VII. Employee Training and/or Re-training Record Procedures:

- Training and/or re-training shall be provided for all authorized and affected employees whenever there is a change in their job assignments, a change in machines, equipment or processes that present a new hazard, or when there is a change in the energy control procedures.
- Additional re-training shall be conducted whenever a periodic inspection reveals, or whenever the employer has reason to believe that there are deviations or inadequacies in the employee=s knowledge or use of the energy control procedures.
- The re-training shall re-establish employee proficiency and introduce new or revised control methods and procedures, as necessary.
- Upon completion, the employee shall sign the following acknowledgment:

I have received training in my City's Lockout/Tag-out Program, and the City's program has been explained to me, that I have had an opportunity to ask questions, that I thoroughly understand these guides and the use of materials and have been given a copy of this form.

Date: _____

Unit/Supervisor: _____

Name (Print): _____

Signature: _____

VIII. Periodic Inspections:

- Each City Department Head and/or his/her designee shall have the responsibility of conducting a periodic inspection of the energy control program at least annually to ensure that the City's program and the requirements of the OSHA standard are being followed.
- The periodic inspection shall be performed by an authorized employee other than the one(s) utilizing the energy control program being inspected.
- The periodic inspection shall be designed to correct any deviations or inadequacies observed.
- Where lockout is used for energy control, the periodic inspection shall include a review, between the inspector, each authorized employee, and the authorized employee's who is responsible for the equipment or machinery being reviewed under the energy control program.

Sample Form:

Date of inspection: _____

Authorized employee
inspecting program: _____

Authorized employee
implementing procedure: _____

Equipment/machine: _____

Notes/recommendations:

KEY REFERENCES: The OSHA Hazardous Energy Control Standard - 29 CFR 1910.147 and 29 CFR 1910.333

(All forms for this policy are contained in Appendix B.)

Title: Mail: Recognizing and Handling Suspicious Mail

Responsible Party: All Departments

The United States Postal Service and the FBI publish directions in recognizing and handling suspicious mail. It is very important that you know how to recognize suspicious mail.

Characteristics to pay special attention to include shape, look, address and packaging:

- **Shape:**
 - Is it lopsided or uneven?
 - Is it rigid or bulky?
- **Odor:** Is there a strange odor coming from the package?
- **Look:**
 - Are there oily stains, discolorations, or crystals on the wrapper?
 - Are there protruding wires?
- **Address:**
 - Is there a foreign postmark?
 - Is there an odd return address?
 - Are there restrictive markings?
 - Are there misspelled words?
 - Is it addressed to a title rather than to an individual?
 - Is it an incorrect title?
 - Is it poorly typed or written?
- **Packaging:**
 - Is it sealed with tape? Is there excessive tape?
 - Is there excessive postage?

Once a suspicious letter or package has been identified, it is important to respond appropriately. There are three main steps:

Package, People and Plan

Package: Package means that you DO NOT handle the package or letter. Leave it where it is! Isolate the area. Do not try to clean it up, move it, or place it in a plastic bag. Make a mental note of any information that might be useful (size, shape, look, address).

People: Clear the area. Inform employees in the immediate area so they won't disturb the suspicious package, letter, or substance. Notify a supervisor immediately. All employees in the area near the package should wash their hands and any other exposed skin with soap and water immediately, even if they didn't touch the package or letter. The area should be cordoned off. Air conditioner, fans and equipment should be turned off.

Plan: Contact your supervisor, who will contact the Police Department. Contact 911 if your supervisor isn't available. In an emergency – such as smoke, fumes, vapors, or employees exhibiting medical symptoms – evacuate the area and call local emergency responders.

Remember: *This discussion has focused on identifying suspicious packages and letters. Remember, if you find a suspicious package or letter think of the three "P's:"*

Package, People, and Plan

PACKAGE: Don't handle. Isolate it.

PEOPLE: Clear the area of people. Notify your supervisor.

PLAN: Contact the Police Department. In an emergency situation — such as smoke, fumes, vapors, or employees exhibiting medical symptoms — evacuate the area and call local emergency responders.

ALWAYS follow the instructions of emergency responders called to assist you.

Title: Public Access Defibrillation 120616

Date of Origin: 050404

Responsible Party: Fire Department

Policy:

The following guidelines have been developed to complement the City's response procedures for managing emergency medical incidents in public places owned and maintained by the City of Saratoga Springs. This response plan incorporates the recommendations as outlined by the American Heart Association, the NYS Department of Health and current legislation regulating Public Access Defibrillation as managed by REMO (Regional Emergency Medical Organization).

The City owns and maintains and manages a PAD Program at each of the following locations: City Hall at 474 Broadway, Weibel and Vernon Ice Rinks at 30 Weibel Avenue, Indoor Recreation Center at 15 Vanderbilt, Water Treatment Plant at 111 Excelsior, and the DPW Garage Complex.

Protocol:

1. A Collaborative Agreement has been established between the City and the City's Medical Officer, to oversee the administration of the City's PAD Program. This Collaborative Agreement will be renewed on an annual basis starting from the date of the original agreement.
2. City personnel will be trained on an annual basis in CPR AED Training.
3. The PAD unit will be placed in a central location for use by specifically trained personnel.
4. A building representative will check the unit's readiness on a monthly and as needed basis.
5. Building representatives will notify the Fire Department of any maintenance needs pertaining to the PAD device immediately upon discovery. In the event a PAD is found to need maintenance and/or repair, the PAD will be immediately taken out of service and sent for repair.
6. In the event a PAD device is utilized, the individual using the device shall complete a PAD Incident Report. This report shall be provided to the Fire Department and the City's Designated Physician to review the response to assure the appropriateness of the procedures followed. If necessary, the City's Designated Physician will meet with the City personnel to review the response and make any necessary recommendations. These recommendations will be documented and attendance taken for retraining.
7. A copy of the City's PAD Incident Report will be submitted to REMO within five (5) business days of the incident.
8. PAD usage incidents will be tracked and trended for review by the City of Saratoga Springs Safety Committee as needed.



Public Access Defibrillation Incident Report

Name of Patient: _____

Date of Incident: ___/___/___

Time of Incident: _____:_____ am/pm

Patient's Age: _____

Patient's Sex: () Male () Female

CPR Prior to Defibrillation:

() Attempted () Not Attempted

Cardiac Arrest: () Not Witnessed () Witnessed by Bystander () Witnessed by AED

Est. Time (in minutes) from Arrest to CPR ____:____ Shock: () Indicated () Not Indicated

Est. Time (in minutes) from Arrest to 1st Shock: ____:____ Number of Shocks: _____

Additional Comments: _____

Patient Outcome at Incident Site:

- () Return of pulse and breathing () No return of pulse or breathing
() Return of pulse with no breathing () Became responsive
() Return of pulse, then loss of pulse () Remained unresponsive

Name of AED Operator: _____

Number of Shocks: _____ Time Period of Shocks: _____

Name of Transporting Ambulance: _____

Name of Facility Patient Transported to: _____

Name of Person Completing This Report: _____

Signature of Person Completing This Report: _____ Date: _____

The information obtained from this report will be maintained as CONFIDENTIAL Quality Assurance information pursuant to Article 30, Section 3004-A and 3006 of the Public Health Law of the State of New York.

Fire Department: _____ Date Received: _____

This report is to be completed by the individual who administered the AED within twenty-four hours of its use and immediately faxed to the Fire Department at (518) 587-1068.

Title: City Property Proximity Card Security Access Administration 120616

Date of Origin: 092110

Responsible Party: All Departments

The City of Saratoga Springs is dedicated to the security, safety and overall well being for all of its employees. The City's goal is to invest, as best it can, in the safety and security of its workplace so it can provide its employees with the environment they need to be productive for its constituents. The City has invested and installed a proximity card security system for its city properties to limit access to internal areas defined as high risk by the National Institute for Occupational Safety & Health (NIOSH) and to control access to areas containing sensitive information.

NIOSH defines workplace violence as any physical assault, threatening behavior or verbal abuse that may potentially occur in the following work settings:

- Duties that involve the exchange of money
- Delivery of passengers, goods or services
- Duties that involve mobile workplace assignments
- Working with unstable or volatile persons in healthcare, social service or criminal justice settings
- Working alone or in small numbers
- Working late at night or during early morning hours
- Working in high crime areas
- Duties that involve guarding valuable property or possessions
- Working in community based settings
- Working in areas of previously identified security problems

The Safety Committee of the City of Saratoga Springs shall oversee the installation and design of the City Civilian Property Proximity Card Security Access Administration on behalf of the City Council according to the regulatory standards established for workplace safety and security.

The City's Information Technology Department shall be designated as the Master License of the hardware and software technology systems associated with the City Property Proximity Card Security Access Administration for the purposes of maintaining said software and hardware.

The City Property Proximity Card Access Policy shall be composed of four separate security sectors: City Properties Civilian, Police Department, Fire Department, and Information Technology Department-Server Rooms and IT secured areas.

- City Civilian Properties shall be controlled by the Office of Risk and Safety.
- The Police Department shall be responsible for the control of the Police Station and its ancillary properties.
- The Fire Department shall be responsible for the control of its properties located at Lake and West Avenues.
- Information Technology Department shall be responsible for Server Rooms and IT secured areas.

Definitions:

City Council: The City Council of the City of Saratoga Springs.

Civilian Employee: An individual who is designated by Civil Service as qualified to perform a City department duty and who is employed on a regular and ongoing basis, is physically present in the performance of his/her duties and not a uniformed employee of the police or fire departments.

Department Head: Commissioner and/or Mayor or designee for the purposes of this policy.

Fire Department Employee: An individual who is designated by Civil Service as qualified to perform fire department duties and who is employed on a regular and ongoing basis and is physically present in the performance of his/her duties.

Full Time Employee: An individual who is employed on a regular and ongoing basis and is physically present in the performance of his/her duties. This definition also includes those individuals employed as permanent part-time employees who are employed on a regular and ongoing basis and physically present in the performance of their job duties.

Police Department Employee: An individual who is designated by Civil Service as qualified to perform police department duties and who is employed on a regular and ongoing basis and is physically present in the performance of his/her duties.

Proximity Card: A proximity card or proximity fob that has been activated by a City department to grant access to a certain portion of a building or buildings.

Safety Committee: A standing committee chartered by the City Council of the City of Saratoga Springs composed of representatives from the Department of Accounts, Finance, Mayor, Public Safety and Public Works including the City Engineer, City Electrician, Civil Service Secretary, City's Insurance Agent, representatives of the police, fire and civilian labor unions, and chaired by the Director of Risk and Safety.

Sensitive Information: Any personal information collected by the City for a stated purpose in which the risk of identity theft is present. Sensitive information includes, but is not limited to: address, phone number, social security number, date of birth, credit check information, copy of driver's license, education dates, medical records, retirement information, birth certificate, garnishment information, paycheck/pay stub, check copies, drug testing records, dispatch blotter information, background checks, polygraph results, uniform ID information, cell phone bills, incident/accident records, Fire Department run data, spouse and dependent information, health insurance plan information, beneficiary information, W9s, Patient Care Reports, Risk Management files, litigation files, employee personnel files including Section 78 proceedings, and computer passwords. The City has identified the following locations where sensitive information is present:

- a. Planning and Economic Development: Loan, Grant and Assistance Applications
- b. Finance: Payroll Records
- c. Civil Service and Finance: Employment Records
- d. Accounts Department: Vital Records
 - i. Birth Records
 - ii. Death Records
 - iii. Marriage Licenses
 - iv. Information for handicap tags
- e. Public Safety
 - i. Parking ticket records
 - ii. Code Enforcement
- f. Police Department
- g. Fire Department
- h. Employee and Retiree Insurance Information
- i. Risk and Safety Management
- j. City Attorney
- k. Public Works: Water and Sewer Account Records
- l. IT Computer Network
- m. Recreation Programs and Camp Saradac

Protocol:

Safety Committee:

1. The Safety Committee shall be responsible for the review and approval of security proximity access installation entry for City civilian occupied properties as part of the City's Workplace Violence Program per the NYS Department of Labor regulatory guidelines and to control access to areas containing sensitive information.
2. Any civilian department requesting installation of a new security proximity system shall make a request to the City Safety Committee for review and approval. Safety Committee shall work with IT, Office of Risk and Safety and the police department personnel to determine the necessity and placement of civilian property proximity card access.
3. The City Safety Committee shall review the existing City Property Proximity Card Security Access Administration Program on an annual basis..
4. The City Safety Committee shall make recommendations to the City's Capital Budget Committee for the expansion of the City Property Proximity Card System as a need is identified and deemed necessary and appropriate to the City's Workplace Violence Program and to control access to areas containing sensitive information.

Office of Risk and Safety:

1. The Office of Risk and Safety, in conjunction with IT, shall have administrative control over the City's civilian occupied properties in support of the City's Workplace Violence Program and to control access to areas containing sensitive information.

2. Individual department heads shall have the authority to grant or deny access to their respective office areas in support of the City's Workplace Violence Program and to control access to areas containing sensitive information. Access to City proximity cards shall be limited to employees currently on the payroll.
3. Department heads shall file a written request with the Office of Risk and Safety for the allocation of a civilian proximity card for a new employee or when an employee separates from the City using the **Computer Network User Request Form**. The Department Head shall request and IT and Risk and Safety shall review each civilian proximity card access request on an ongoing basis as requests are received in the context of the City's comprehensive security system programming.
4. The Office of Risk and Safety shall verify an individual's employment with Civil Service prior to the issuance of a City proximity card.
5. Civilian personnel on family, medical and/or disability leave for a period of time longer than thirty (30) consecutive days shall be required to temporarily hand in their proximity card until such time as their department head or Human Resources determines they are fit to return to duty.
6. Civilian department personnel placed on administrative leave for disciplinary issues shall be immediately required to surrender their proximity card to their department head until such time as they are cleared to return to duty.
7. Employees taking possession of a City Proximity card will sign for the card taking responsibility for its use and replacement.
8. At no time shall a proximity card be issued to anyone other than an employee of the City of Saratoga Springs.
9. At no time shall an employee of the City having possession of a City issued proximity card loan or give his/her proximity card to another individual for use and/or use the card to provide unauthorized access to a given secured location. An employee who is determined to have inappropriately provided another individual with use of that card and/or provided unauthorized access to a secured location by an unauthorized individual shall be requested to relinquish control of that card until further notice.

Fire Department:

1. The City's Fire Chief and/or his/her assigned personnel shall have control over the security access to its buildings in support of the City's Workplace Violence Program and to control access to areas containing sensitive information.
2. Access to City proximity cards shall be limited to employees currently on the payroll and not under current administrative disciplinary action.
3. The Fire Chief shall verify an individual's fire department employment with Civil Service prior to the issuance of a City Fire Department proximity card.
4. Fire department employees taking possession of a City Fire Department proximity card will sign for the card taking responsibility for its use and replacement. Fire department personnel on family, medical and/or disability leave for a period of time longer than thirty (30) consecutive days shall be required to temporarily hand in their proximity card until such time as their department administration or Human Resources determines they are fit to return to duty.
5. Fire department personnel placed on administrative leave for disciplinary issues shall be immediately required to surrender their proximity card to fire department administration or Human Resources until such time as they are cleared to return to duty pursuant to fire department protocols.
6. At no time shall a fire department proximity card/fob be issued to anyone other than an employee of the City of Saratoga Springs.
7. At no time shall an employee of the City having possession of a City issued proximity card loan or give his/her proximity card to another individual for use and/or use the card to provide unauthorized access to a given secured location. An employee who is determined to have inappropriately provided another individual with use of that card and/or provided unauthorized access to a secured location by an unauthorized individual shall be requested to relinquish control of that card until further notice per fire department disciplinary policies.

Police Department:

1. The City's Police Chief shall maintain authority over the operation and maintenance of the Police Department Proximity Card Security System. The Chief of Police shall maintain policy regarding its administration.
2. The Police Department shall control the procurement of all computer related software and hardware relating to that portion of the Proximity Card Security System that secures police department property as established within the City's Purchasing Policy.
3. Access to Police Department proximity cards shall be limited to police department employees currently on the payroll and not under current administrative disciplinary action.
4. The Police Chief shall verify an individual's police department employment with Civil Service and/or other law enforcement agencies prior to the issuance of a City police department proximity card.
5. Police Department personnel on family, medical and/or disability leave for a period of time longer than thirty (30) consecutive days shall be required to temporarily hand in their proximity card until such time as their department administration or Human Resources determines they are fit to return to duty.

6. Police department personnel placed on administrative leave for disciplinary issues shall be immediately required to surrender their proximity card to police department administration until such time as they are cleared to return to duty per police department disciplinary policies.
7. At no time shall a proximity card be issued to anyone other than an employee of the City Police Department except as designated by the Chief of Police for official law enforcement purposes for those individuals officially employed by law enforcement agencies.
8. At no time shall an employee of the City having possession of a City issued proximity card loan or give his/her proximity card to another individual for use and/or use the card to provide unauthorized access to a given secured location. An employee who is determined to have inappropriately provided another individual with use of that card and/or provided access to a secured location by an unauthorized individual shall be requested to relinquish control of that card until further notice per police department disciplinary policies.

Information Technology Department:

City Hall Server Room:

1. The City's IT Department shall have administrative master control over the management of the City Property Proximity Card Security Access Administration computer software and hardware.
2. Access to the City Hall Central Server Room shall be controlled by a proximity card strike plate, or other methods as determined by IT based on equipment, configuration, and/or security needs.
3. The strike plate and card reader shall be connected to a controller in the Police Department so that reports can be generated when needed for law enforcement prosecution cases to show access to the Server room.
4. Proximity cards for the City Hall Central Server Room shall only be authorized for civil service IT Department position titles and Police Department titles with the joint written permission of the IT Manager and Chief of Police, using the attached Computer Network Request Form.
5. No other employee shall be given proximity card access to the City Hall Central Server Room without the express joint written permission of the IT Manager and Chief of Police, The joint written permission shall be kept on file with the IT Office per the NYS regulatory retention schedules.
6. Any vendors or City employees other than designated personnel requiring access to the Server Room will be accompanied by an IT employee, and will sign an access log for the time they are present which will be maintained by the Police Department. The access log shall record entry and exit times, City employee printed name/initial, name of vendor's employee, vendor employee's drivers license number, vendor company name, and contact number. The Office of Risk and Safety and IT shall be granted access to review the Server Room Log as is needed for IT and/or risk management purposes.
7. Access to the outer area of the server room, known as the radio room will be permitted by required vendors and will be granted by specified employees in the Police Department. All equipment racks in the server room will be kept locked unless active work is being done in that location by the IT department to maintain physical security of IT equipment. Keys will be controlled by the IT Department.
8. Civilian personnel on family, medical and/or disability leave for a period of time longer than thirty (30) consecutive days shall be required to temporarily hand in their proximity card until such time as their department administration or Human Resources determines they are fit to return to duty.
9. Civilian department personnel placed on administrative leave for disciplinary issues shall be immediately required to surrender their proximity card to their department administration or Human Resources until such time as they are cleared to return to duty.

All Other City Property Server Rooms and IT Secured Areas:

1. The City's IT Department shall have administrative master control over the management of the City Property Proximity Card Security Access Administration computer software and hardware. In the event a strike plate is installed on any City Property Server Room for proximity card access, only designated IT Department staff shall be granted access.
2. No other employee shall be given proximity card access to any other City Property Central Building Server Room(s) without the express joint written permission of the IT Manager, Commissioner of Finance and the Director of Risk and Safety. The joint written permission shall be kept on file with the Office of Risk and Safety per the NYS regulatory retention schedules.
3. Any vendor requiring access to a City owned and/or maintained Server Room shall be accompanied by an IT department employee, and will sign an access log for the time he/she is present which shall be maintained by the IT Department. The access log shall record entry and exit times, City employee printed name/initial, name of vendor, vendor company name, and contact number. The Office of Risk and Safety and Police Department shall be granted access to review the Server Room Log as is needed for risk management and/or law enforcement purposes.

Employee Population:

1. An employee issued a proximity card granting access to a designated area shall sign civilian, IT, police or fire departmental agreements acknowledging responsibility for the proximity card given.
2. Employees given proximity cards shall be instructed to immediately report lost or stolen proximity cards to the Office of Risk and Safety, IT, Police Department and/or Fire Department depending upon their employment affiliation.
3. Employees issued proximity cards shall be instructed that the proximity card access is solely limited to the individual issued the card and shall not be used for the additional access of any other individual.
4. At no time shall an employee of the City having possession of a City issued proximity card loan or give his/her proximity card to another individual for use and/or use the card to provide unauthorized access to a given secured location. An employee who is determined to have inappropriately provided another individual with use of that card and/or provided unauthorized access to a secured location by an unauthorized individual shall be requested to relinquish control of that card until further notice.

City Property Proximity Card Security Access Administration Reporting Requests:

City Property Proximity Card software reporting is a confidential security management tool for official use only that is in place to support the City's Workplace Violence Programming per NYS Department of Labor and Homeland Security regulatory mandates and to control access to areas containing sensitive information. At no time shall the reporting mechanisms available within the City Property Proximity Security Access Administration be utilized for any other purpose.

City Civilian Property Proximity Card Access Reporting:

1. The use of the reporting software associated with the City Property Proximity Card Security Access Administration shall be jointly managed by the Office of Risk and Safety Management and the IT Department for civilian governed properties is in place to support the City's Workplace Violence Program and to control access to areas containing sensitive information.
2. A Department Head shall have the authority to request a security access report for their departmental security ports by filing a written request with IT Office using the **Data Access/Permission/Proximity Card Change Request Form**. IT will review each request with Risk and Safety. Any individual other than the Department Head responsible for his/her own security access port asking for a report of proximity card access for civilian populated City properties must file a formal written request with the IT Department using the attached **Data Access/Permission/Proximity Card Change Request Form** IT will review each request with Risk and Safety.
3. The Office of Risk and Safety shall consult the City Attorney on all such requests.
4. The Office of Risk and Safety shall have the responsibility of answering the proximity card access reporting inquiry..
5. In circumstances where the Police Department is conducting an official police investigation, the Police Department shall file a formal written request with the Office of Risk and Safety for the information necessary to conduct its investigation.
6. An annual report will be generated indicating what access is permitted for each department that uses proximity cards for access and will be presented to the Department Head to give an understanding of what employees have access to that area for their review and potential requests for revision. This information will be provided on the **Data Access/Permission Change/Proximity Card Request Form**. The Office of Risk and Safety will be copied on all such reports. The report will be generated by IT and a copy provided to Risk and Safety.

Fire Department Property Proximity Card Access Reporting:

1. The use of reporting software associated with the City Fire Department Proximity Card Security Access Administration shall be managed by the Fire Chief for fire department governed properties per the protocols established for that agency.
2. Any individual asking for a report of proximity card access for fire department populated City properties must file a formal written request with the Fire Chief using the **Data Access/Permission/Proximity Card Change Request Form**.
3. The Fire Chief shall consult the City Attorney on all such requests in accordance with NYS FOIL laws and any other applicable federal, state and local laws and/or ordinances and provide the report requested in accordance with those regulatory requirements as is appropriate.
4. The Fire Chief shall have the responsibility of answering the proximity card access reporting inquiry as is appropriate.
5. In circumstances where the Police Department is conducting an official police investigation, the Police Department shall file a formal written request with the Fire Chief with a copy to the Office of Risk and Safety for the information necessary to conduct its investigation.

Police Department Property Proximity Card Access Reporting:

1. The use of reporting software associated with the City Police Department Proximity Card Security Access Administration shall be managed by the Chief of Police and/or his designee for police department governed properties per the protocols established for that agency.
2. Any individual asking for a report of proximity card access for Police Department City properties must file a formal written request with the Chief of Police and/or his designee using the Data Access/Permission/Proximity Card Change Request Form.
3. The Chief of Police and/or his designee shall consult the City Attorney on all such requests in accordance with NYS FOIL and any other applicable federal, state and local laws and/or ordinances and provide the report requested in accordance with those regulatory requirements as is appropriate.
4. The Chief of Police and/or his designee shall have the responsibility of answering the proximity card access reporting inquiry as is appropriate.

DATA ACCESS/PERMISSION /PROXIMITY CARD CHANGE REQUEST

Request Date:	Request Time:
----------------------	----------------------

Type of Request		
Permission Change [<input type="checkbox"/>]	Proximity Card Access Report [<input type="checkbox"/>]	File Copy/Relocation [<input type="checkbox"/>]
If this is a permission change, should access be read only to prevent alterations by this user ? Yes[<input type="checkbox"/>] No[<input type="checkbox"/>]		

File Name If Known -or- Unique File Contents For Search -or- Type Of Data Requested –or- Folder Name

Normal User of files being referenced	
Department:	User:

Files requested for or access permissions to be granted to	
Department:	User:

Reason for Request / Notes

I hereby grant permission for the Network Administrator to locate the above referenced file and give access to the person requesting it either by physical copy or through permission changes.		
I agree to indemnify and hold the City of Saratoga Springs and the Information Technology Staff harmless from any loss, liability, claim or demand, including, but not limited to, reasonable attorney’s fees, arising out of my intentional misuse or violation of the City’s confidentiality policies and/or federal and state confidentiality laws of the materials provided to me by the Information Technology Department under this request.		
Department Head Signature and Title:	Date:	Time:

City Information Technology Systems Manager		
Signature:	Date:	Time:

Actions performed to complete the above request taken by		
Signature:	Date:	Time:

Actions performed by Risk and Safety for Proximity Card request completed by		
Signature:	Date:	Time:

COMPUTER/NETWORK USER REQUEST

Date Requested _____ Add User _____ Remove User

User Name (Print clearly) _____

Title _____ Department _____

Please fill out this section if you are REMOVING a user.

Date to remove user _____

Please specify where you would like any of this user's documents to be transferred:

Proximity Card Access Removed? Yes No

Should email history be made available to another user? Yes - to _____ No

Should messages be forwarded to another user? Yes - to _____ No

Should an auto-reply inform senders that this address is no longer in service? Yes No

If Yes the standard reply will be "This account is no longer active", if you would like something different please specify:

Please fill out this section if you are ADDING/UPDATING a user.

1. Should this user have access to email? Yes No
2. All users will get a private directory. Should this user have access to departmental shared folder(s)? Yes No
3. If yes, please specify which folder(s): _____
4. Should this user have access to MUNIS? Yes No
5. If yes, please specify which other user should be used as a template or which module(s): _____
6. Should this user have access to the internet? Yes No
7. All users will have MS Office. Are there any other specific programs or icons this user needs? Yes No
8. If yes, please specify which program or icons: _____
9. Proximity card access to following areas: _____
Granted by Risk and Safety: _____ Date: _____

Department Head Signature and Title _____ Date _____

Request Approved By: _____, IT System Manager Please allow two business days after request is approved for processing.

Title: Red Flags Identity Theft Prevention Policy 120616

Date of Origin: 092110

Responsible Party: All Departments

I. Purpose

The Identity Theft Prevention Policy (the "Policy") is hereby adopted by the City of Saratoga Springs (the "City") to help protect employees, residents, contractors and the City from damages related to the loss or misuse of sensitive information as referenced in the Federal Trade Commission's Identity Theft Prevention Red Flags Rule (16 CFR § 681.2).

The purposes of the Policy are to:

1. Define sensitive information.
2. Describe the physical security of data when it is printed on paper.
3. Describe the electronic security of data when stored and distributed.
4. Place the City in compliance with State and Federal law regarding identity theft protection.

This policy enables the City to protect existing customers, retirees and employees, reducing risk of identity fraud, and minimize potential damage to the City from fraudulent activity. The program will help the municipality:

1. Identify risks that signify potentially fraudulent activity.
2. Detect risks when they occur.
3. Respond to risks to determine if fraudulent activity has occurred and to act accordingly if fraud has been attempted or committed.
4. Update the program periodically, including reviewing the areas that are covered and the identified risks that are part of the program.

In the event of any conflict between this policy and New York State licensing and vital records requirements, the state laws and requirements shall prevail.

II. Definitions

For purposes of the Policy, the following terms are defined as follows:

1. "Sensitive Information" means any personal information collected by the City for a stated purpose in which the risk of identity theft is present. Sensitive information includes, but is not limited to: address, phone number, social security number, date of birth, credit check information, copy of driver's license, education dates, medical records, retirement information, birth certificate, garnishment information, paycheck/pay stub, check copies, drug testing records, dispatch blotter information, background checks, polygraph results, uniform ID information, cell phone bills, incident/accident records, Fire Department run data, spouse and dependent information, health insurance plan information, beneficiary information, W9s, Patient Care Reports, Risk Management files, litigation files, employee personnel files including Section 78 proceedings, and computer passwords. The City has identified the following locations where sensitive information is present:
 - a. Loan, Grant and Assistance Applications
 - b. Payroll Records
 - c. Employment Records
 - d. Vital Records
 - i. Birth Records
 - ii. Death Records
 - iii. Marriage Licenses
 - iv. Information for handicap tags
 - e. Public Safety
 - i. Parking ticket records
 - ii. Code Enforcement
 - f. Police Department
 - g. Fire Department
 - h. Employee and Retiree Insurance Information
 - i. Risk Management

- j. City Attorney
- k. Water and Sewer Account Records
- l. IT/Computer Network
- m. Recreation Programs/Camp Saradac

2. "Identity Theft" means a fraud committed or attempted using the identifying information of another person without his or her permission.
3. "Red Flag" is a pattern, practice or specific activity that indicates the possible occurrence of identity theft.
4. Department Head: Commissioner of Accounts, Finance, Public Works, Public Safety or Mayor and/or Chief of Police or Fire Chief.
5. Employee: Appointed "at will" employees, elected officials, civil service full-time, part-time and seasonal employees, interns, volunteers, and community members who serve on City sponsored boards, commissions, committees and task forces.

III. **Prevent Identity Theft: Security of Information and Documents**

City personnel are encouraged to use common sense judgment in securing confidential information. Any City document marked "Private and Confidential" is not for public distribution.

All civilian employees must sign an "***Employee Confidentiality Agreement***" for the City of Saratoga Springs (***Attachment A***). New police officers and firefighters to the Police and Fire Departments will follow the guidelines of the Police Policies and Procedures Manual and the Fire Policies and Procedures Manual respectively. All civilian and uniform employee agreements will be kept on file in the employee's permanent personnel file.

The following are guidelines for securing information identified as being of sensitive nature that each employee shall comply with when completing work on behalf of the City:

A. **Hard Copy Documents**

1. File cabinets, desk drawers, overhead cabinets, and any other storage space containing documents with sensitive information will be locked when not in use. Keys shall be stored in a secure location with access limited to those individual employees who require access.
2. Storage rooms containing documents with sensitive information and record retention areas will be locked at the end of each workday or when unsupervised. A log containing the location of all City documents in storage will be kept by the Records Management Officer (Commissioner of Accounts).
3. Desks, workstations, work areas, printers and fax machines, and common shared work areas will be cleared of all documents containing sensitive information when not in use and at the end of each business day.
4. Whiteboards, dry-erase boards, writing tablets, etc. in common shared work areas will be erased, removed, or shredded when not in use.
5. When working papers containing sensitive information are discarded, they will be shredded by the employee discarding the materials. Documents considered municipal records, however may only be destroyed in accordance with Retention Schedule MU-1 and with the written permission of the City's Records Management Officer (Commissioner of Accounts). The Disposition sheet must also contain the signature of the department head/custodian of those records.
6. Birth and death records are secured as per the City's Vital Records Policy, mandated by New York State Department of Health.
7. Police Department documents are secured per the Police Department Policy and NYSPIN regulations.
8. Vault doors must remain closed during business hours in City Hall. Combinations shall be changed periodically as needed and/or after an employee having the combination leaves employment.
9. A request in writing by an employee for viewing of his/her permanent personnel file shall only be honored with verification of identity as prescribed in Section V of this policy and in accordance with the "Freedom of

Information/Personnel Files” policy found in the City’s Personnel Manual. A record of the viewing and/or release of such documents evidencing the signature of both the City employee providing the information and the requesting party receiving the information shall be kept in the employee’s permanent personnel file (**Attachment B**) in accordance with the NYS Retention Schedules.

10. Requests for documents containing sensitive information shall only be honored with verification of identity as prescribed in Section V of this policy and to those individuals prescribed on the request form. A record of the release of such documents evidencing the signature of both the City employee providing the information and the requesting party receiving the information shall be kept by each department (**Attachment B**) in accordance with the NYS Retention Schedules.

B. Electronic Documents

The City’s e-mail system is a City owned system. All e-mails sent and received within the City e-mail system are the property of the City. E-mails sent through the City e-mail system may be monitored under the provisions of the US Electronics Communication Privacy Act (ECPA). Each employee of the City shall comply with the following policies:

1. In order to obtain access to the City’s e-mail and document system, employees must:
 - a. Be classified by Civil Service as full time, part time or an intern.
 - b. Access begins on the start date and ends on the last date of service with the City.
 - c. A signed Network User Agreement (*Attached*) must be obtained by the Finance Office IT Department before access is granted. The agreement shall be filed in the employee’s permanent personnel file.
 - d. The level of computer access shall depend upon an employee’s job requirements as defined by the appointing authority and Civil Service.
 - e. Times of access shall only be permitted during normal work hours or for work related activities.
2. All computers must be locked out when unattended and logged off of at the end of the workday. If this does not take place within a specified amount of time and lack of use of the workstation is detected, an administrative override will occur and the workstation shall be locked.
3. All employees - full time, part time, and interns must comply with the “Computer Use Policy,” found in the Finance Policies and Procedures Manual, “Section VIII: Data Networking and Information Technology” and the City’s Employee Personnel Manual.
4. All e-mails sent from the City of Saratoga Springs must include the following statement:

“Confidentiality/Privilege Notice: This e-mail communication and any files transmitted with it contain privileged and confidential information from the City of Saratoga Springs and are intended solely for the use of the individual(s) or entity to which it has been addressed. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or taking any other action with respect to the contents of this message is strictly prohibited. If you have received this e-mail in error, please delete it and notify the sender by return e-mail. Thank you for your cooperation.”
5. Fax machines, copiers, printers, hard drives and other digital devices must have the storage device removed or securely erased prior to being removed from City premises.
6. Each City department that performs online financial transactions shall designate one computer for such departmental transactions. The designated computer shall be “white” listed preventing it from accessing any web site addresses that does not have a documented departmental business need.
7. All City computers shall be equipped with anti-malware software and or systems that feature automatic updates. New software and hardware patches shall be installed routinely.
8. The City shall maintain a cyber block/black list and enforcement shall be on the network perimeter.
9. Wireless networks shall never be used when conducting financial transactions.
10. Wireless networks shall not be used without VPN encryption for access to any City internal network.
11. Administrative passwords shall be periodically changed, including routers, firewalls, other network equipment and software. Factory default passwords shall not to be used on security equipment and systems.

12. When conducting financial transactions, the financial institution's web address must start with "https" not "http." The "s" indicates that the web site is secure, using a different method of communication than standard internet traffic. Users shall also confirm a valid SSL certificate prior to entering any information.
13. Links shall never be used to access a financial institution's site. E-mail and search engine links should not be trusted. Always type the financial institution's web address directly into the internet browser's address bar.
14. Users should learn what the financial institution's web site looks like and what questions are asked to verify identity. The slightest change of a web site in appearance, poor grammar, and/or additional security questions may signify a "man-in-the-middle" attack.
15. Credit card transactions shall be processed in compliance with the Payment Card Industry Data Security Standard (PCI DSS).
16. Employees will not use City account passwords or similar passwords for any personal accounts unrelated to City operations. Employees when asked to choose passwords will not use a password or similar password to any passwords they use on personal non City related accounts.

IV. Identification of Red Flags

Red Flags are categorized in four parts—employee, management, public and third party. The City has identified relevant Red Flags to include:

Employee Red Flags:

1. Lifestyle changes: expensive cars, jewelry, homes, clothes, etc.
2. Significant personal debt and credit problems-creditors appearing at the workplace.
3. Behavioral changes: may be an indication of drugs, alcohol, gambling, or fear of losing a job.
4. High employee turnover, especially in areas more vulnerable to fraud
5. Refusal to take vacation or sick leave.
6. Lack of segregation of duties in the vulnerable area.
7. Taxpayer complaints that they are receiving non-payment notices.
8. Discrepancies between bank deposits and posting.
9. Abnormal number of expense items, supplies or reimbursement to an employee.
10. Bank Accounts that is not reconciled on a timely basis.
11. Falsifying time sheets: inconsistent overtime charged, overtime charged. During a slack period or overtime charged for an employee not normally having overtime wages.
12. Purchasing: increased complaints on products, charges without shipping documents, high volume of purchases from new vendors, purchases that bypass normal procedures, vendors without physical addresses or addresses that match employee addresses.
13. Refusal to inventory items for sale or inconsistent/sloppy inventory.
14. Rewriting records under the guise of neatness in presentation.
15. Alteration and/or destruction of original City documents and records not in accordance with procedures indicated above.
16. Frequent detection of potentially malicious software on user's workstation which could indicate an attempt to compromise or allow compromise of network security to mask actions or to allow actions of a 3rd party to affect network security.

Management Red Flags:

1. Reluctance to provide information to auditors and/or frequent changes in external auditors.
2. Managers engage in frequent disputes with auditors.
3. Management decisions are dominated by an individual or small group.
4. Managers display significant disrespect for regulatory bodies.
5. Weak internal control environment.
6. Accounting personnel lax in their duties.
7. Decentralization without adequate monitoring.
8. Excessive number of checking accounts and/or frequent changes in banking accounts.
9. City assets sold under market value.
10. Excessive number of year end transactions.
11. High employee turnover.
12. Photocopies or missing documents.
13. Service contracts with no resulting product.

14. Request for significant funding in an unused budget line.

Public Red Flags:

1. There is a recent and significant increase in the volume of activity pertaining to an existing account.
2. Documents are provided for identification that appear to have been altered or forged.
3. The photograph or physical description on an identification presented is not consistent with the appearance of the person presenting the identification.
4. Other information in documents provided for identification is not consistent with the individual presenting the information.
5. The document presented appears to have been altered or forged or gives the appearance of having been destroyed and recreated.
6. A phone number or address provided is invalid, a mail drop or a prison address.
7. The personal information presented is not consistent with the personal identification provided.
8. Mail sent to the customer is returned as undeliverable although transactions continue to occur with regard to the individual.

Third Party Red Flags:

1. A financial institution identifies a suspicious transaction involving City funds.
2. A consumer reporting agency provides a credit freeze in response to a request for a consumer report.

V. Detection of Red Flags

The City shall require any two of the following forms of identification to verify the identity of the person in question requesting sensitive information:

1. A valid NYS Driver's License or Identification Card;
2. A valid US Passport;
3. A valid US Green Card; and one of the following:
4. An original bill from an electric, gas, cable or other utility;
5. An original or certified copy of a birth certificate; **and/or**
6. An original or certified copy marriage and/or divorce decree with a notarized signature.
7. Court order, subpoena or other judicial documentation demanding access and/or documents.

The City shall utilize the following steps to detect employee and management red flags:

1. Create and regularly update internal controls for all departments.
2. Conduct periodic petty cash audits.
3. Regularly inventory files containing sensitive information.
4. Monitor City budget; report City's financial position regularly to the City Council.

VI. Responses to Red Flags

In the event that a Red Flag is identified, the employee identifying the Red Flag shall immediately notify his/her supervisor. The employee's supervisor acting on behalf of the City shall determine whether or not a response is warranted upon a review of the information provided. If the supervisor determines a response is warranted, the supervisor shall notify law enforcement immediately and law enforcement will take appropriate action.

VII. Policy Violations

Any violation of this policy by an employee of the City shall be investigated by the City Attorney's Office and the Office of Risk and Safety and appropriate disciplinary and/or legal action shall be taken by the employee's appointing authority in accordance with collective bargaining agreements; Civil Service Section 75 regulations, and/or "employee at will" termination proceedings.

VIII. Policy Administration and Updating

The City Safety Committee shall be responsible for developing, implementing and updating this policy as well as providing training for all staff. The City Safety Committee shall also be responsible for reviewing and updating this policy annually and presenting any changes to the City Council for approval as is necessary and appropriate.



Attachment A
CITY OF SARATOGA SPRINGS'
EMPLOYEE CONFIDENTIALITY AGREEMENT

This agreement is made between _____ (employee name) and the City of Saratoga Springs.

The employee agrees to the terms of this agreement in consideration of the employee's continued employment by the City of Saratoga Springs and in consideration of:

1. The employee acknowledges that, in course of employment by the City of Saratoga Springs, the employee has, and may in the future, come into the possession of certain confidential information including but not limited to names, addresses, dates of birth, social security numbers, protected health information, passwords, correspondence, and files.
2. The employee hereby agrees that he or she will at no time, during or after the term of employment, use or disseminate for his or her own benefit or the benefit of others, or disclose or divulge to others, any such confidential information.
3. Upon termination of employment, the employee will return to the City of Saratoga Springs, retaining no copies, all documents relating to the City of Saratoga Springs' business including, but not limited to, reports, manuals, correspondence, computer programs, and all other materials and all copies of such materials obtained by the employee during employment.
4. Violation of this agreement by an employee of the City shall be investigated by the City Attorney's Office and the Office of Risk and Safety and appropriate disciplinary and/or legal action may be taken by the employee's appointing authority in accordance with collective bargaining agreements; Civil Service Section 75 regulations, and/or "employees at will" termination proceedings.
5. Employees will not use City account passwords or similar passwords for any personal accounts unrelated to City operations. Employees when asked to choose passwords will not use a password or similar password to any passwords they use on personal non City related accounts.

City of Saratoga Springs: _____ Date: _____
(Department Head Signature)

Employee: _____ Date: _____
(Signature)



CITY OF SARATOGA SPRINGS' **Access to Documents Containing Sensitive Information**

During the course of City business, documents containing sensitive information may be requested. This request may be for either the viewing of a permanent personnel file or documents pertaining to an individual employee. It is the policy of the City of Saratoga Springs to protect the identity of its employees and connections to the fullest. Therefore, requests for such documents containing sensitive information shall be thoroughly reviewed and a delay in fulfilling that request may occur.

Sensitive Information means any personal information collected by the City for a stated purpose in which the risk for identity theft is present. Sensitive information includes, but is not limited to: address, phone number, social security number, date of birth, credit check information, copy of driver's license, education dates, medical records, retirement information, birth certificate, garnishment information, paycheck/pay stub, check copies, drug testing records, dispatch blotter information, background checks, polygraph results, uniform ID information, cell phone bills, incident/accident records, Fire Department run data, spouse and dependent information, health insurance plan information, beneficiary information, W9s, Patient Care Reports, Risk Management files, litigation files, employee personnel files including Section 78 proceedings, and computer passwords.

Permanent Personnel Files

An employee who requests viewing of his/her permanent personnel file shall only be honored with verification of identity as prescribed below and in accordance with the "Freedom of Information/Personnel Files" policy found in the City's Personnel Manual. A record of the viewing and/or release of such documents evidencing the signature of both the City employee providing the information and the requesting party receiving the information shall be kept in the employee's permanent personnel file in accordance with the NYS Retention Schedules.

Other Documents Containing Sensitive Information

Requests for documents containing sensitive information shall only be honored with verification of identity as prescribed below and only to those individuals prescribed on the request form. A record of the release of such documents evidencing the signature of both the City employee providing the information and the requesting party receiving the information shall be kept by each department in accordance with the NYS Retention Schedules.

Verification of Identity

The City shall require any two of the following forms of identification to verify the identity of the person in question requesting sensitive information:

1. A valid NYS Drivers License or Identification Card;
2. A valid US Passport;
3. A valid US Green Card; **and one** of the following:
4. An original bill from an electric, gas, cable or other utility;
5. An original or certified copy of a birth certificate; and/or
6. An original or certified copy marriage and/or divorce decree with a notarized signature.
7. Court order, subpoena or other judicial documentation demanding access and/or documents.



**Exhibit B
REQUEST FOR ACCESS TO DOCUMENTS
CONTAINING SENSITIVE INFORMATION**

Date: _____

Requestor Name: (Print) _____

Relationship to Employee/City: (circle) Employee Supervisor/Manager Government Agencies
Individual Other _____

I am requesting access to: _____
(Documents requested)

I am requesting access to these documents for: (Check appropriate reason).

- ___ I am an employee and wish to view/have copies of my file or other documents pertaining to my personal information.
- ___ I am a former employee (or representative) and would like a copy of my file or other documents pertaining to my personal information.
- ___ I am in the direct supervisory line or appointing authority for this employee.
- ___ I am a government official and have proper documents to secure access to this file or other documents pertaining to an individual's personal information.
- ___ I am the individual who the sensitive information pertains to.

I attest that I have read the above disclosure regarding Access to Documents Containing Sensitive Information and agree to adhere to them, and that I have a legitimate business reason or right to review and/or be provided hard copies of these documents.

Signature

Date

To Be Completed by Human Resources/Departments

Check the appropriate action:

- ___ The identity of the above individual/employee/designated representative requesting access to these documents was verified. This information was reviewed in my presence, and I verify that no documents were altered, added, or removed from the file.
- ___ The identity of the individual/employee/designated representative requesting access and copies was verified. I made the allowable copies and submitted them to the requestor. I verify that no documents were altered, added, or removed from the file.
- ___ The identity of the individual/employee/designated representative requesting access and copies was verified. I provided the requested reports and submitted them to the requestor.

Signature of HR/Department Representative

Printed Name

Date

Title: Special Events Community Planning

Date of Origin: 120616

Responsible Party: All Departments

Introduction:

A wide variety of events and activities have chosen to make Saratoga Springs their home due to its natural beauty, diverse cultures, and the variety of locations available for use. Each of these events helps to contribute to the dynamic atmosphere found in Saratoga Springs.

The following pages include the City of Saratoga Springs Special Event Application and instructions. It is our goal to assist event organizers in planning safe and successful events that create minimal disruption to the communities surrounding the events.

Upon the submission of an event application you may be required to meet with the City's staff to review various aspects of your event. While many city departments joined together to make this process convenient yet comprehensive, please be aware that in some cases you may have to contact other county or state agencies to complete the required application. Doing so in a timely fashion will avoid delays in processing your application.

On behalf of the City of Saratoga Springs, we thank you for contributing to the spirit and vitality of our city. Best wishes for a successful event!

Procedure:

Any festival, parade, race, fundraiser, or other event taking place on public property and that is open to the public requires a Special Event Permit. All permit applications shall be fully completed, printed, legible and submitted to the City Clerk's Office, City Hall, 474 Broadway, Saratoga Springs, NY 12866.

Permit applications may be filed as early as 12 months prior to an event.

If you are submitting an application for a parade and/or walk-run-bike event, you must submit your application and ALL of the required attachments no less than NINETY (90) days prior to your event, to allow for review by the City and NYS Department of Transportation.

Applications for Special Events other than previously described must be submitted with all required attachments no less than SIXTY (60) days prior to your event. Event applications received after time period will not be accepted.

Please note that first time and larger events take more time to plan, so event applications should be turned in early for proper consideration.

You may not advertise for your event until your application for a Special Event is approved by the City.

The City will only approve one event per calendar day that requires City resources. The City reserves the right to allow exceptions to this. Applications are accepted on a first-come, first-served basis for new events. The City reserves the right to dedicate particular days for annual events that have taken place for the past three (3) consecutive years. The City reserves the right to have calendar blackout dates. The City will consider event applications for days that are considered holidays for City employees, if City employees are required for the event, contingent on employee availability. Holiday events requiring City staff will be charged the holiday labor rate.

Applications for parades, walking, running, and biking events will only be considered for City-approved courses, provided that adequate resources such as law enforcement, traffic control, and public works are provided for.

Attendance of events that use any public right-of-way (street, sidewalk, etc.) must be open to the general public.

The permit process begins when you submit an Application. Acceptance of your application should in no way be construed as final approval or confirmation of your request. Events should not be advertised until the City has granted approval for the event.

City departments have the authority to deny a permit application for reasons that include, but are not limited to, the determination that:

- the application is not complete or has not met the established timelines;
- public safety is at risk;
- the proposed resources are not adequate to handle the event;
- the quality of life for surrounding communities will be unreasonably impacted;
- vehicular traffic flow will be inappropriately compromised;
- the City cannot provide the needed resources;
- elements of the event are in violation of the City of Saratoga Springs Municipal Code or Regulations, or State or Federal Laws
- the event has unpaid financial obligations to the City from previous events

Denials of event permits may be appealed in writing to the City Council.

Application Information:

Event Publicity:

You must obtain approval of the event ***PRIOR*** to promoting, marketing or advertising for it. An Event Permit will not be issued until the application contains all required certificates and permissions. Advanced advertisement of an event will not influence the City’s decision to approve/disapprove an event. **Any printed advertising or promotional materials must contain contact information for people who can answer questions and arrange for special accommodations in order for everyone to fully participate in the event.**

Costs and Fees:

Event Organizers have the option of providing volunteers to accomplish the following tasks or to pay the City to complete them subject to Saratoga Springs Police Department Administrative Services Division approval:

- Picking up, setting up and breaking down barricades, traffic cones, and traffic control signs, except on State highways. All traffic control equipment must be provided by the Event Organizer and approved for use by the City under this option.
- City Traffic Control Staff must place and remove No Parking Signs. Event Organizers are not permitted to perform this task.
- Monitoring barricades for traffic control during events
- Providing traffic flaggers at active road crossings. Traffic flaggers may only be used as approved by the Saratoga Springs Police Department. All persons acting as traffic flaggers shall wear an appropriate High Visibility Traffic Control Vest.

Event Organizers have the option of providing volunteers to accomplish the following tasks or to pay the City to complete them subject to Saratoga Springs Department of Public Works approval:

- Trash/recycling/compost collection and disposal.

Failure to provide the agreed upon traffic control equipment and volunteers for the dates and times committed to will result in:

- Responsibility for costs incurred by the City for substitute services
- \$200 fine for non-performance
- Possible event delay or cancelation if public safety is jeopardized

Fees for the use of City resources shall be governed by the City fees annually approved by the City Council.

Failure to break-down or clean-up per the committed timeline in application will result in the organization being financially responsible for any costs incurred by the City for substitute services as a result of the event AND a \$200 fine for non-performance of the executed application. Events with unpaid financial obligations to the City will not be considered for future events.

Event Organizer and Contact Information:

The Event Organizer is the designated individual who has been authorized to apply for the permit and to plan the event. This person must be available to work closely with the City’s Department staff throughout the permitting process. During your event a contact person must be available on-site. The contact person shall provide the City with a cellular telephone

number, or pager number, or designate some other way to contact him/her during the event. The contact person is required to have full authority to act on behalf of and make decisions for, any sponsoring organization for all segments of the event. Failure to communicate and coordinate problems with City representatives on the day of the event may result in denial of future events.

Street Closures:

Residential street closures are subject to the approval of the City and County and/or NYS Department of Transportation as applicable. Any new Running race, created after July 1, 2015, that requires the use of public streets or roadways shall utilize preselected courses provided by the Saratoga Springs Department of Public Safety.

- If your event involves closing more than one street block, you are required to submit a detailed Traffic Control Plan prepared by someone with professional traffic control training, or the City can provide this service at the set rate.
- If your event involves street closures, you may be required to obtain traffic control/safety equipment such as barricades, traffic cones, signs. Though City Department's may be able to assist you, ultimately it is your responsibility to ensure proper traffic control during the full extent of your event.
- If the closure creates a potential hazard, your organization will be required to consult with the Saratoga Springs Police Department and the Traffic Control Department.
- For more than a single block closure, a map and Traffic Control Plan will be required showing the desired locations for traffic barriers, road closings, traffic detours and parking restrictions.
- If your event requires someone to direct traffic in the streets, you may be required to hire someone who has professional traffic control training to complete this task.
- Event Coordinator shall notify affected residents of upcoming event at least one week prior to event date, once they receive approval from City.

Parking Plan, Shuttle Plan and Public Notice:

You may be required to provide advisory and/or directional signage prior to the event if your event impacts a major-use roadway. Advisory signs are intended to provide advance notice to the public of the scheduled closure.

If an event involves closing a street that contains reserved accessible parking for more than two (2) hours, the organizer will be required to work with the City to provide temporary reserved accessible parking spaces outside the closed venue area. One space will be required for each existing parking space displaced. In some situations when sufficient parking is not available, the event organizer may be required to provide a shuttle plan. The shuttle plan presented must include accommodations for people with disabilities.

You may be required to implement mitigation measures for negative consequences imposed upon others by your event, such as street closures. Mitigation measures may include hand-delivering notices to affected residents, businesses, and churches; placing an advertisement in local newspapers; posting flyers in business windows; or distributing a local news release including printed, radio and television media. Notices must reflect the date(s), day(s), time(s), location(s) and types of activities taking place during your event. The notice must give detour or alternate route information if normal access is affected or if transportation systems are impacted.

Amplified Sound and Other Noise Sources:

It shall be unlawful for any person to make any unreasonable noise within the boundaries of the City of Saratoga Springs. For purposes of this chapter, "unreasonable noise" shall mean any noise which is of such character that a reasonable person of normal sensitivities would not tolerate it under the circumstances, or is detrimental to the life or welfare of any individual, or causes a risk of public inconvenience or alarm. Please see Chapter 148 of the City Code for instructions. All efforts must be made to comply with this Code.

Approval of amplified sound or other noise sources is conditional upon the sound remaining at a reasonable level throughout the duration of the event. Complaints about unreasonable sound levels may result in a request to reduce the volume level and/or an order to immediately remove the sound source.

Use of Electricity, Alternate Power Sources and Pyrotechnics:

Use of city electric sources may be available at some facilities at a pre-determined cost. Your application must include information about the power sources you will be using during your event. The City may require that a licensed electrician be available during the event to ensure safe equipment connections. Planned uses of generators, special lighting,

fireworks or pyrotechnics shall require a thorough review by the Saratoga Springs Fire Department and may require separate permits.

Food Concessions and Their Preparations:

Guidelines for food concessions and preparation are governed by the New York State Department of Health. You can contact them at (518) 793-3893. These guidelines give details on how your organization manages food handling, preparation and distribution in the most responsible and legal manner. If food or beverages are sold or given away during special events, a New York State Department of Health Permit is required by each vendor serving food. All vendors are required to submit copies of their Health Permits to the Event Organizer and to the City. The Event Organizer is responsible for providing this information to the City. In addition, permits are required for vendors that use tents and/or canopies. The Saratoga Springs Fire Department may require an inspection at your cost before and/or during the event. The NYS Fire Code will be strictly enforced.

Concessions:

The Event Permit requires the Event Organizer to exercise exclusive control and regulation over any concessionaires present at the event. You will be expected to provide a plan for such concessionaires including loading and unloading of equipment and products, security, fire lane and fire code compliance, evacuation plans in case of emergencies, trash and grease clean-up and disposal.

Alcohol: No alcohol shall be consumed or sold in City parks or on public grounds and streets per Chapter 61-1 of the City Code.

Tents and Temporary Structures:

Tents and canopies larger than 400 square feet, and temporary structures require an additional permit per Section 2403 Temporary Tents, Canopies and Membrane Structures of the ICC Code from the Accounts Department City Clerk's Office. You can contact them at (518) 587-3550 x 2548. You must contact the Department of Public Works (518) 587-3550 x 2561, to identify locations where tents can be placed within City parks. Prior approval is required to have tents and structures placed on city property prior to the event date and removed after the event date. All tents and other objects that require staking in the ground are subject to and will adhere to Dig Safely New York regulations. Tents are to be kept back to curbs for Emergency vehicles.

Crowd Control and Security:

Event organizers are required to provide a safe and secure environment for their event. This is accomplished through sound pre-planning and by anticipating potential problems and concerns. The size, type, location, and time of the event, as well as event activities, are all areas that need to be analyzed in depth. The Police Department will assess the level of security required for the event. On the occasion that a private security company is authorized by the City to provide security for an event, all security companies hired to work an event must be licensed, bonded, and insured and proof must be submitted to the City before a permit application will be approved. Security companies must submit a written communication plan describing how communications will be handled between them, the Event Organizer and the Saratoga Springs Police Department during the event. The City reserves the right to deny an application based on inadequate security plans or the selection of a security company that has not worked cooperatively with the City in the past.

Event Accessibility Plan:

"Accessible" describes a site, building, facility or portion thereof that can be approached, entered and used by all people. It is the Applicant's responsibility to comply with all city, county, state and federal accessibility requirements that are applicable to the event. All indoor and outdoor sites for events must be accessible to persons with disabilities. If a portion of the area is inaccessible, an alternate area must be provided with the same activities that are in the inaccessible area. The alternate site cannot, however, be offered only to patrons with disabilities. Accessibility requirements shall include parking, restrooms, clear paths of travel, transportation, accessible vendors and booths. If all areas are not accessible, a map or program must be provided to attendees, indicating the accessible restrooms, parking, and other facilities and venues.

Emergency Evacuations and Cancellation of Event:

The City reserves the right to suspend your activities and announce the need to clear the area for emergency vehicles and personnel in the event of a natural or man-made emergency or severe weather during your event. Event Organizers shall assist emergency personnel in evacuating employees, volunteers, entertainers, and the general public from the

area. A contingency plan shall be prepared in case the event needs to be canceled, postponed, or relocated due to public safety concerns including adverse weather conditions.

Anti-Discrimination and Equal Opportunity Obligations:

In accordance with City laws the sponsoring organization will not discriminate against any employee, applicant for employment, sub-contractor, supplier of materials or services, or program participant because of actual or perceived: age, creed, color, disability, ethnicity, familial status, gender, height, immigration or citizenship status, marital status, national origin, race, religion, sexual orientation, socio-economic status, or weight.

Insurance Requirements:

The City of Saratoga Springs requires a Certificate of Insurance naming the City as an additional insured on a primary and non-contributory basis for the event to be held for commercial general liability insurance, including personal injury liability insurance, in the amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate. Proof of One Million Dollars commercial auto insurance must be provided if any vehicles will be included as part of this application and event. Proof of NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance or waiver of same from the NYS Workers Compensation Bureau is required per NYS Law. Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect. Please provide the required Certificate of Insurance with your application.

City Waiver:

Anyone participating in your bike-walk-run race must execute the City's waiver agreement. A copy of the City's required waiver is included with this application package. The executed waivers must be presented to the City Clerk's Office in a DIGITAL FORMAT within ONE WEEK of the completion of the event being held.

Anticipated Attendance Over 5,000 People:

If your event's participants and attendance is expected to be FIVE THOUSAND (5,000) or more, you must apply and provide the following permits from the New York State Government prior to submitting an Special Events Application with the City. This application is the NYS Department Of Health Part 18 Public Gathering Permit. Please provide a Public Gathering Permit issued by the NYS Department of Health for any event whose participants and attendance is expected to be 5,000 individuals or greater. Website Address is: <http://www.health.ny.gov/professionals/ems/emsforms.htm>

Volunteer Assumption of Risk and Waiver/Release For Injuries, Damages and Claims For Races

Name of the Speed Contest: _____

I hereby acknowledge that my provision of volunteer services for the _____ carries with it the potential for death, serious injury and/or property loss. I hereby expressly assume all risk of injury and damage and release the State of New York, New York State Department of Transportation, the _____, and the City of Saratoga Springs, NY from all liability and claims of whatever nature or cause which may occur as a result of the provision of my volunteer services for the _____. I further acknowledge that "No person or entity shall have the right to bring an action against the State, _____ and the City of Saratoga Springs, NY or any person employed by the State, _____ or the City of Saratoga Springs, NY who was acting within the scope of his authority, for damages resulting from or in connection with any such race, contest or exhibitions."

Printed Name of Participant/Contestant

Address

Signature of Participant/Contestant

Date

If participant/contestant is a minor, (less than 18 years of age), parent or legal guardian must also sign:

Printed Name of Parent/Legal Guardian

Relationship to Participant/Contestant

Signature of Parent/Legal Guardian



Participant Agreement, Indemnification and Risk Acknowledgement

In consideration of the services of the City of Saratoga Springs and its agents, officers, participants, consultants, employees and all persons or entities in any capacity on their behalf ("The City"), and in consideration of my participating in the _____ event sponsored by _____ ("_____"), I now agree to release and discharge **The City and _____**, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I hereby acknowledge that _____ entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death or damage to me, to property or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity.
THESE RISKS INCLUDE, BUT ARE NOT LIMITED TO:
 - (1) Nature of the activity
 - (2) Latent or apparent defects or conditions in equipment or property supplied by **The City or _____**
 - (3) Use of property by myself, others or equipment supplied by **The City or _____**, or other persons or entity
 - (4) Acts of other participants in this activity, employees or agents of **The City or _____**
 - (5) My own physical condition or acts or omissions
 - (6) Conditions of **The City** facility, surrounding grounds or terrain and accidents connected with their use
 - (7) First Aid emergency treatment or other services
2. I expressly agree and promise to accept and assume all risks associated with this activity. My participating in this activity is purely voluntary and I elect to participate in spite of these risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless The City and _____, from any and all claims, demands, or causes of action which are in any way associated with this activity or my use of City equipment or facilities, including any such claims which allege negligent acts or omissions of The City or _____.
4. Should The City or _____ or anyone acting on their behalf incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold harmless The City and _____ or any such person from all such fees and costs.
5. I hereby state that I will bear the cost of any injury or damage that I may cause or suffer while participating.
6. I further certify that I have no medical or physical conditions which would or could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

By signing this document, I acknowledge that if anyone is hurt, or property is damaged during my participation in this activity a court of law may find me to have waived my right to maintain a lawsuit against **The City or _____**, on the basis of any such claim or claims from which I have released them herein. I have had sufficient opportunity to read this entire document. **I certify that I am 18 years of age or older and that I have read and understood it and agree to be bound by its terms and conditions.**

Signature of Participant: _____ **Printed Name:** _____

Address: _____ **Telephone No.:** _____

Date: _____ **Emergency Contact/Tel. No.:** _____

In the event the volunteer participant is under the age of eighteen (18) years of age, the underage volunteer's parent or guardian must execute the following:

In signing this agreement, you acknowledge that you fully understand there are inherent risks and dangers associated with your and/or your child's participation in _____. You also understand and acknowledge your and/or your child's participation in these activities and use of any City facility and/or City equipment related to such activities may result in injury, illness or death and damage to personal property. You understand other participants, accidents, forces of nature or other causes outside of the control of the City or _____ may cause these risks and dangers and you hereby accept those risks for yourself and your child(ren). You agree to indemnify and save harmless the City and _____ from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of your and/or your child's participation in _____ provided that any such claim, damage, loss or expense is not directly attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of the City or _____, their agents or employees.

Parent/Guardian Signature _____ **Date** _____

Parent/Guardian Printed Name _____

Title: Workplace Violence Panic Button Protocol 011713

Date of Origin: 011708

Responsible Party: Risk and Safety and Police Department

I. Policy:

The City has invested Capital Budget monies in panic button technology in several key locations within City owned/maintained buildings in support of the City's Workplace Violence Prevention Program. Protocols associated with the use of installed panic buttons will vary with location depending if the location is within the confines of City Hall which are cellular or in offsite remote locations requiring dial up. The protocol as presented identifies the steps needed to regularly maintain the technology in use. The City's Police Department shall control and monitor the City's Panic Button Security System as part of its ongoing law enforcement protection programming.

II. Protocol:

1. Any department or individual requesting the installation of a panic button shall make a formal written inquiry to the Office of Risk and Safety. Risk and Safety shall forward the request for panic button technology to Police Department personnel assigned to the task of reviewing the request and conducting a security assessment of the location requesting the technology.
2. The Police Department and Director of Risk and Safety will discuss the security assessment with the requestor and collectively decide the best use of technology available. All final determinations for requests for panic button technology will be brought to the Safety Committee as part of the City's Workplace Violence Prevention Programming.
3. Each panic button installed shall be tested on the first Wednesday of each month between the hours of 9AM and 12PM under the express direction and in coordination with Police Department personnel. It will be the responsibility of each individual assigned a panic button to initiate the activation when asked to do so. Each Commissioner and the Mayor shall be responsible for ensuring employees within their control regularly manage the technology governed by this policy.
4. The Police Department shall maintain a written record of such tests and any other activation as part of its normal business records and shall also maintain an up-to-date list of all panic button locations in the Dispatch Area of the Police Station. The written list will be kept in the Police Department Dispatch Area in close proximity to the designated Panic Alarm Station.
5. Panic button tests shall be presented to Safety Committee on a monthly basis.
6. Compliance of the Workplace Violence Prevention Panic Button Protocol shall be the responsibility of the City Safety Committee, each Commissioner and the Mayor.
7. There shall be an annual review of the panic button technology as to its effectiveness, costs of expansion, and costs of maintenance.

Title: Workplace Violence Prevention Program 102114

Date of Origin: 020607

Responsible Party: Human Resources, Risk and Safety and All Departments

I. Policy:

The City of Saratoga Springs is dedicated to the security, safety and overall well being for all of our employees. The City's goal is to invest, as best we can, in the safety and security of our workplace so we can provide our employees with the environment they need to be productive for our constituents.

All incidents pertaining to "employee to employee" issues regarding perceived or alleged workplace harassment shall be reported to the Human Resource Administrator or Department Head in accordance with the City's Employee Policy and Procedures Manual. A copy of each complaint shall be given to the City Attorney and the Director of Risk and Safety.

Conduct that constitutes violence will not be tolerated from any City employee. Instances involving assault, criminal conduct or any other tortuous conduct by a City employee will be dealt with in accordance with the law and previously established City policies.

II. Definition:

Workplace violence is any physical assault, threatening behavior, or verbal abuse occurring in the workplace and can be directed at or engaged in by co-workers, strangers, customers, or personal relations. The National Institute for Occupational Safety & Health (NIOSH) defines workplace violence as "violent acts (including physical assaults and threats of assaults) directed toward persons at work or on duty." A workplace is defined as any location either permanent or temporary where an employee performs any work related duty.

III. Risk Areas:

While workplace violence can occur in any workplace setting, examples of employment situations that may pose a higher risk(s) include:

- Contact with the public
- Duties that involve the exchange of money
- Delivery of passengers, goods or services
- Duties that involve mobile workplace assignments
- Working with unstable or volatile persons in healthcare, social service or criminal justice settings
- Working alone or in small numbers
- Working late at night or during early morning hours
- Working in high crime areas
- Duties that involve guarding valuable property or possessions
- Working in community based settings
- Working in areas with previously identified security problems
- Uncontrolled access to the workplace

IV. Program Requirements:

The NYS DOL Law requires public employers to perform a risk evaluation of their workplace to:

- determine the presence of factors or situations that might place employees at risk from occupational assaults and homicides;
- prepare a workplace violence prevention program; and
- inform and train employees on the requirements of the NYS DOL Law and the workplace risk factors that were identified.

Public employers with a combined total of 20 or more full-time permanent employees shall develop and implement a written workplace violence prevention program and provide employee training on workplace prevention measures and other information contained within the employers written program. Such employers shall also inform employees of the location and availability of the written workplace violence prevention program. Employee workplace violence prevention training will be provided at the time of job assignment and annually thereafter.

The written workplace violence program will be proactive, capable of assessing potential threats before they occur, and capable of responding to actual incidents immediately

1. The Director of Risk and Safety in cooperation with and on behalf of the City Safety Committee shall conduct workplace risk evaluations on an annual basis per New York State Department of Labor (DOL) Public Employee Health and Safety regulations (PESH) to:
 - determine the presence of factors or situations that might place employees at risk from occupational assaults and homicides;
 - prepare and annually review a Workplace Violence Prevention Program; and
 - inform and train employees on the requirements of the NYS DOL PESH Law and the workplace risk factors that were identified.
2. Issues involving worksite safety shall be reported to the Director of Risk and Safety.
3. The Director of Risk and Safety shall provide employee workplace violence prevention training at the time of job assignment and annually thereafter.
4. The City's Workplace Violence Prevention Program shall be proactive, capable of both assessing potential threats before they occur, and responding to incidents.

V. Risk Factors Identified:

The City of Saratoga Springs recognizes the dynamics of the provisions of public service to the community at large. It adopts the issues identified by the NYS Department of Labor Safety and Health Division. Additional issues identified will be addressed on an ongoing basis at Safety Committee with recommendations made to departments and City Council on a periodic basis. Opportunities for Improvement and proposed solutions will be periodically reported to City Council as needed. Preliminary issues identified include:

- Duties that involve the exchange of money:
 - Mayor's Department:
 - Building and Zoning
 - Civil Service
 - Community Development
 - Human Resources
 - Planning and Economic Development
 - Finance Department:
 - Tax Collections
 - Petty Cash
 - Accounts Department:
 - City Clerk
 - Public Safety:
 - Parking
 - Public Works Collections:
 - Engineering
 - Utility
 - Compost
 - Street Openings
 - Carousel Collections
 - Recreation Department Collections
- Delivery of passengers, goods or services:
 - Mayor's Department
 - Building and Zoning
 - Community Development
 - Planning and Economic Development
 - Finance Department
 - Accounts Department
 - Public Safety
 - Code Enforcement
 - Fire
 - Parking Enforcement
 - Police

- Public Works
 - Building and Grounds
 - Engineering
 - Utilities
 - Water and Sewer
- Recreation
- Duties that involve mobile workplace assignments:
 - Accounts
 - Public Safety
 - Police
 - Fire
 - Parking Enforcement
 - Public Works
 - Building and Grounds
 - Engineering
 - Streets
 - Water and Sewer
 - Utilities
 - Recreation
- Working with unstable or volatile persons in healthcare, social service or criminal justice settings:
 - Mayor's Department
 - Finance Department
 - Public Safety
 - Public Works
 - Recreation
 - Risk and Safety
- Working alone or in small numbers:
 - Mayor's Department
 - Finance Department
 - Accounts Department
 - Risk and Safety
 - Public Safety
 - Public Works
 - Carousel/Canfield Casino
 - Dispatch
 - Engineering
 - Recreation
- Working late at night or during early morning hours:
 - Police
 - Fire
 - Canfield Casino
 - Public Works
- Working in high crime areas
- Duties that involve guarding valuable property or possessions:
 - Mayor's Department
 - Finance Department
 - Accounts Department
 - Public Safety Administration
 - Public Works Administration
 - Congress Park
 - Canfield Casino/Carousel
 - Recreation
- Working in community based settings
 - Mayor's Department
 - Finance Department
 - Accounts Department
 - Public Safety
 - Public Works
 - Recreation

- Working in areas of previously identified security problems:
 - Mayor's Department
 - Finance Department
 - Accounts Department
 - Public Safety Administration
 - Public Works Administration
 - Recreation
- Unidentified persons in the Workplace

VI. Methods of Workplace Violence Prevention:

As they pertain to this policy, the City of Saratoga Springs shall address issues involving workplace safety as follows:

1. City Owned and/or Maintained Property:

City owned buildings shall be secured using the following protocols:

- Doors should never be propped open. Locations having money and/or secure information shall be kept locked and separate from general entry.
- Security card entry systems have been installed within City Hall and the Recreation Center to limit access to secured areas.
- Concealed weapons are strictly prohibited in/on all City owned and maintained buildings/properties. City law enforcement officials shall be exempt from this provision.
- Security cameras have been installed with a direct feed to the Police Department for City owned buildings identified as being at high risk when possible.

2. Identification Cards:

- Employees shall be issued an identification card by the Human Resource Administrator and shall be required to display the identification card with a current color picture visible on the front side of the badge itself along with the City seal and employee name.
- City issued identification cards must be worn at all times within the workplace. Identification cards should also be carried at all times by employees who work outside of the traditional workplace setting, i.e. police, fire, and public works.
- Whenever an employee's appearance changes substantially; i.e., shaved head, growth of beard, sex change or gender modification, change in hair color, or appearance altering plastic surgery, the identification card picture should be updated.
- All City identification cards shall be issued upon employment and rescinded upon separation without exception by the Human Resource Administrator.
- The City's Police Department shall own, control and maintain the Identification Card Program technology.

3. Bomb Threat Protocol: The City has adopted the Federal Bureau of Investigation's protocols for Bomb Threats.

4. Security Cameras: The City shall install and maintain security systems to protect City owned buildings, properties, and the employees who work within them. Security camera systems will send video feed to the City's Police Department whenever possible. For ancillary worksites where a direct connection to the City's Police Department is not possible, steps will be taken to record and save the video feed for police use. The Office of Risk and Safety in partnership with the Safety Committee shall be responsible for the installation and management of all fire and security systems for City buildings and properties controlled by the Department of Public Works.

5. Panic Buttons:

Homeland Security studies have identified the need for panic buttons in various locations throughout the City Hall workplace. Risk assessments will occur on an annual basis to quantitatively measure the ongoing need for panic button installation within individual department and in other City buildings undergoing similar studies.

Department heads will be consulted to determine how the Workplace Violence Prevention Program may best meet the needs of the employees working within that department on both an initial and ongoing basis. If there is a quantitative determination made that panic buttons are needed within a particular City owned and/or maintained location, the Safety Committee shall make the determination as to how best accommodate the request. Risk and Safety will act as the Safety Committee's liaison to the placement and installation of the panic buttons with feedback

to the Safety Committee on its progress and management. Panic Button Technology within City Hall and other pertinent City owned locations shall be mutually owned and maintained by the Police Department and the Office Risk and Safety Office.

VII. Reporting Incidents of Workplace Violence:

8. All incidents of workplace violence within any City department shall be reported to the Human Resource Administrator on the City's **Workplace Violence Incident Report**.
9. The Human Resource Administrator shall provide the City Attorney and the Director of Risk and Safety with a copy of the complaint filed with twenty four (24) hours of its receipt and shall work together with the Director of Risk and Safety and the City Attorney to investigate each alleged incident of workplace violence.
10. The City of Saratoga Springs Police Department shall be immediately contacted if any such incident involves an immediate threat to the safety and welfare of the general employee population. The Police Department will then assume control of the incident and any ensuing investigation.
11. Opportunities for workplace site health and safety improvements identified by the Police Department shall be immediately provided to the Director of Risk and Safety for further action in accordance with this program.
12. Upon completion of the workplace violence investigation, a copy of the completed workplace violence investigation shall be provided to the Department Head.
13. The Human Resource Administrator shall work with the Department Head on any employee disciplinary issues resulting from the investigation.
14. The Director of Risk and Safety shall report any identified workplace violence site safety issue(s) and recommend solutions for remediation to the Department Head.
15. The Director of Risk and Safety shall report such site safety issues to the Safety Committee. The Committee shall work to develop the appropriate safety prevention and control strategies and solutions.
16. The Safety Committee will assist the appropriate Department Head with Workplace Violence Prevention Program initiatives and identify any trends that may pose a liability or financial risk to the City of Saratoga Springs.

