



# TOWN OF NORTH ELBA

## REGULAR BOARD MEETING

TUESDAY, FEBRUARY 12, 2013

7:00 PM Regular Board Meeting

1. Call Meeting to Order
2. Pledge of Allegiance
3. Approve Agenda
4. Approve Minutes 2013 Organizational Meeting and January 8, 2013 Board Meeting.
5. Persons Present Opportunity to Speak
6. Old Business:
7. New Business:
  - a. Approval M&H Communities and Aldi Settlement
  - b. Ironman Race Approval
  - c. Road Names Approval
  - d. Essex Co. Snow & Ice Contract and Maintenance of County Roads
  - e. TNE Contract with ACAP
  - f. Ragnar Relay Approval
  - g. Budget Amendments
  - h. Community Development Board Appointments
  - i. Resolution of Support – Assembly Foreclosure Bill
  - j. Zoning Modifications
  - k. Motion to accept union Retro – Pay Settlement
  - l. Board Resolution – Personnel Actions
  - m. Resolution – Tax Status Mailing Fee
8. Committee Reports:
9. Town Attorney Reports
10. Essex County Update
11. Approve Audits as per Audit #'s
12. Executive Session
13. Adjournment

**RESOLUTION**

WHEREAS, the Town of North Elba has been defending assessment reduction proceedings on property identified as Tax Map Number 32.OND-1-2-2.10 (587 Lake Flower Avenue), in the Town of North Elba, New York for the years 2008 through 2012; and

WHEREAS, the Town engaged the services of Hacker Murphy, LLP, Cathy L. Drobny, of counsel, to act as trial counsel in these matters; and

WHEREAS, the Town of North Elba has participated in negotiations with the petitioner, ALDI, INC. to settle the various assessment disputes between the parties and to avoid further expense and uncertainty which relates to such litigation; and

WHEREAS, Cathy L. Drobny, Esq., of Hacker Murphy, LLP, has explained a tentative settlement of these proceedings to the Town Board of the Town of North Elba through Ronald Briggs, Town Attorney, and has recommended a settlement which she feels is in the best interests of the Town and all of the interested parties; and

WHEREAS the Town Board of the Town of North Elba desires to settle the litigation on the terms and conditions recommended to it;

NOW, BE IT RESOLVED that Cathy L. Drobny of Hacker Murphy, LLP is authorized to execute the settlement agreement which has been presented to the Board in Executive Session and is now made public by due adoption of this resolution; and

BE IT FURTHER RESOLVED that Cathy L. Drobny, Esq. of Hacker Murphy, LLP, is authorized to do all things necessary, including signing any further documents or making court appearances, to see to it that the terms and conditions of the within settlement are fully affected and observed by the Town of North Elba and any other party to these proceedings.

Dated: \_\_\_\_\_

**VOTING YES**

**VOTING NO**

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STATE OF NEW YORK  
SUPREME COURT COUNTY OF ESSEX

In the Matter of the Application of

ALDI, INC.,

Petitioner,

-against-

BOARD OF ASSESSORS OF THE TOWN OF  
NORTH ELBA AND THE TOWN OF NORTH ELBA,  
COUNTY OF ESSEX, NEW YORK,

Respondents.

**CONSENT ORDER**

<u>Index Nos.</u>	<u>RJI Nos.</u>
0426-12	15-1-2012-0170
0436-11	15-1-2011-0156
0555-10	15-1-2010-0173
0607-09	15-1-2009-0180
0647-08	15-1-2008-0227

Assigned Justice:  
Hon. Robert J. Muller, J.S.C.

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned, who are the attorneys of record for the above parties with full, direct and actual authority of their respective clients to do the same, that said proceedings shall be settled and compromised in the following manner:

1. The 2008, 2009, 2010 and 2011 final assessments on the Petitioner's subject properties as fixed by the Assessor of the Town of North Elba shall remain unchanged.
2. The 2012 final assessment on the subject property is as follows:

YEAR	TAX MAP NO.	ASSESSED VALUE
2012	32.OND-1-2.210	\$2,327,500

3. The 2012 final assessment on the Petitioner's real property shall be corrected, reduced and revised in the following manner:

<b>YEAR</b>	<b>TAX MAP NO.</b>	<b>ORIGINAL ASSESSMENT</b>	<b>REVISED ASSESSMENT</b>
2012	32.OND-1-2.210	\$2,327,500	\$680,000

4. The 2013, 2014 and 2015 final assessments on the Petitioner's subject property shall be fixed by the Assessor of the Town of North Elba as follows:

<b>TAX MAP NO.</b>	<b>ASSESSED VALUE</b>
32.OND-1-2.210	\$1,500,000

5. The petitioner agrees not to file judicial petitions challenging the assessments of the subject property in 2013, 2014 and 2015 and also not to file any administrative grievances with the Board of Assessment Review as long as the assessed valuation of the subject property remains at \$1,500,000 or lower, notwithstanding any revaluation or update, but otherwise subject to the exceptions set forth in Real Property Tax Law §727, and as long as real property tax exemptions are applied in accordance with applicable law for tax roll year 2012, 2013, 2014 and 2015.

6. The judicial proceedings as to the assessed value of the subject property in dispute for tax roll years 2008, 2009, 2010, 2011 and 2012 are being simultaneously compromised, settled and discontinued in accordance with the terms of this agreement without costs or disbursements and the parties are signifying, by their subscribing to the terms and conditions hereof, a full final and binding settlement of the special proceeding entitled above. The terms and conditions of this

Consent Order shall, however, survive the making and entry of a judicial order providing for the settlement and compromise of the prior litigated proceeding and shall not merge therein.

7. The officials of the Town of North Elba, the County of Essex, the Village of Saranac Lake and the Saranac Lake Central School District and any and every other taxing entity, district or municipal corporation having custody of or levying taxes and special ad valorem levies upon the assessment rolls for the above-referenced tax years be and hereby are directed and so ordered to make or cause to be made on the proper books and records the entries and changes necessary to correct said assessments.

8. In accordance with RPTL 726, refunds shall be paid by the Town of North Elba, the County of Essex, the Village of Saranac Lake and the Saranac Lake Central School District and any and every other taxing entity, district or municipal corporation on the overpayment of taxes and special ad valorem levies based upon the previous unreduced assessments, on the 2012 tax roll, without interest so long as payment is received by Petitioner's attorneys within sixty (60) days from the date the Demand for Refund is served upon the taxing entity. If said refund payment is not received within the sixty (60) day period, statutory interest shall be paid to Petitioner calculated from the respective date of payment. It is of course reasonably expected that the assessment will be corrected prior to the levy of the County, Town and Village taxes to be based on the 2012 tax roll.

9. All refund payments shall be made payable to Gilberti Stinziano Heintz & Smith, P.C., 555 East Genesee Street, Syracuse, New York 13202-2159, Attn: Patrick D. Donnelly, Esq., as attorneys for Petitioner.

10. This proceeding shall thereupon be discontinued on the merits, without costs in favor of any party against another, subject to compliance with the terms made part hereof. Any party may

move this Court on notice to the other for any relief it shall deem appropriate for the construction or enforcement of this agreement.

11. This Consent Order will be submitted to the New York State Supreme Court for signature and entry, and this proceeding shall thereupon be discontinued on the merits, without costs in favor of any party against another, subject to compliance with the provisions made part hereof. Any party may move this Court on notice to the other for any relief it shall deem appropriate for the construction or enforcement of this agreement.

DATED: November 20, 2012



Patrick D. Donnelly, Esq.  
Gilberti, Stinziano Heintz & Smith, P.C.  
Attorneys for Petitioner  
555 East Genesee Street  
Syracuse, New York 13202-2159  
Tel: (315) 442-0100

DATED: \_\_\_\_\_, 2012

\_\_\_\_\_  
Cathy L. Drobny, Esq.  
Hacker Murphy, LLP  
Attorneys for Respondents  
7 Airport Park Boulevard  
Latham, New York 12110  
Tel: (518) 783-3843

PRESENT: HON. ROBERT J. MULLER, J.S.C.

BE IT SO ORDERED AND ADJUDGED.

DATED: \_\_\_\_\_, 2012  
AT: \_\_\_\_\_, New York

\_\_\_\_\_  
Hon. Robert J. Muller, J.S.C.

**AGREEMENT FOR MAINTENANCE OF COUNTY ROADS**

**PARTIES**

**Essex County**

Department:

Address: 7551 Court Street, P.O. Box 217, Elizabethtown, NY 12932

**Contractor:**

**Town of North Elba**

Address: P.O. Box 385, 301 Main Street, Lake Placid, NY 12946

**DATE: January 1, 2013**

***WITNESSETH:***

**1. WORK/SERVICES TO BE FURNISHED**

Contractor agrees to provide, perform and furnish to Essex County the work, labor, services, material and/or equipment more fully described and set forth in Appendix A annexed hereto and made a part hereof.

**2. CONTRACT PRICE**

Contractor agrees to accept, and Essex County agrees to pay to Contractor, the contract price set forth in Appendix B annexed hereto and made a part hereof.

**3. CONTRACT TERM**

The term of this agreement is from January 1, 2013 through December 31, 2013.

**4. CONTRACT TERMS & CONDITIONS**

The parties hereto agree that the following terms and conditions are included in, a part of, and incorporated into this agreement:

  X   Insurance Requirements – Appendix C

  X   Essex County Standard Clauses – Appendix D

**5. NOTICES**

Notices or communications are to be given or directed to either party at its address specified in this agreement, or to such other addresses as either party may from time to time designate by written notice to the other party.

**6. ENTIRE AGREEMENT**

This agreement, including the Appendices referred to hereinabove, constitutes the entire agreement between the parties; and there are no other agreements, either written or oral, between the parties pertaining to the work/services or the funds encompassed by this agreement.

**IN WITNESS WHEREOF** this agreement has been executed by the parties hereto to be effective as of the date set forth above.

**ESSEX COUNTY**

By: \_\_\_\_\_  
County Manager or Chairman

**DEPARTMENT OF PUBLIC WORKS,**

By: \_\_\_\_\_  
Anthony J. Lavigne, Superintendent

**TOWN OF NORTH ELBA**

By: \_\_\_\_\_  
Roby Politi, Supervisor

**APPENDIX A**  
**DESCRIPTION OF SERVICES**

Pursuant to the provisions of Highway Law §§117, 133-a and 142-d, the Town agrees to perform general maintenance services County Roads within and adjacent to said Town to the extent necessary to provide reasonable and safe passage and movement of vehicles over such County Roads, all as may be agreed upon by the County Superintendent of Public Works and the Town Highway Superintendent. The Town agrees that in providing and performing such services, the Town shall furnish and/or make available to the County adequate, trained and experienced employees to perform such work, as well as provide all necessary equipment, tools and materials, for the proper performance of this agreement; and such services and work shall be performed according to customary and approved standards and practices so as to accomplish the obligation imposed upon the County with respect to maintenance of County Roads.

All persons employed by the Town in the performance of this agreement shall be employees of the Town for purposes of the payment of wages, wage deductions, unemployment insurance benefits, social security coverage, retirement membership or credits, and liability for workers' compensation.

The parties hereto mutually agree that when working on County Roads, the Town shall:

- a. Periodically inspect County Roads.
- b. Be wholly responsible for maintaining their own machinery and equipment in a serviceable condition.
- c. Furnish at their own expense all materials, fuel, etc. needed -for the proper maintenance and operation of their own machinery and equipment.
- d. Furnish operators for machinery and equipment when applicable and available, and provide additional manpower as needed and requested.
- e. Furnish incidental small tools as required on the project, whenever available and requested.
- f. Equip all machinery and equipment with the proper hazard signs, warning devices, and lights as required by law, and these warning devices will be used whenever the vehicle is being operated.
- g. Mark all projects with the proper warning lights, signs, and barricades, and provide flaggers and flagging equipment when needed, all in compliance with the New York State Manual of Uniform Traffic Control Devices.
- h. Perform all work in a workmanlike manner, satisfactory to, and as directed by, the Superintendent of Public Works of the municipality having jurisdiction over the road where the work is being done, or by a competent representative designated by said Superintendent.

## APPENDIX C

### INSURANCE REQUIREMENTS

I. The Contractor shall procure and maintain during the entire term of the contract the following required insurance:

- **Commercial General Liability Insurance**  
\$1,000,000 per occurrence/ \$2,000,000 aggregate, including coverage for liability assumed by contract and for completed operations.
- **Automobile Liability**  
\$2,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
- **Excess/Umbrella Liability Insurance**  
\$1,000,000 per occurrence / \$2,000,000 aggregate.

II. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Contractor hereby agrees to name the County as an additional insured on the Contractor's Commercial General Liability and Excess/Umbrella insurance policy.

III. The policy/policies of insurance furnished by the Contractor shall:

- be from an A.M. Best rated "A" New York State licensed insurer; and
- contain a 30-day notice of cancellation

IV. The Contractor agrees to indemnify the County for any applicable deductibles.

V. Contractor acknowledges that failure to obtain such insurance on behalf of the County constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the County. Prior to commencement of work or use of facilities, the Contractor shall provide to the County proof that such requirements have been met by furnishing certificate(s) of such insurance, and the declarations pages from the policies of such insurance. The failure of the County to object to the contents of the certificate(s) and/or declarations pages, or the absence of same, shall not be deemed a waiver of any and all rights held by the County.

VI. All certificates of insurance will provide 30 days notice to the county of cancellation or non-renewal.

VII. Contractor and subcontractor waives all rights of subrogation against the owner and will have the General Liability, Umbrella Liability Workers' Compensation policies endorsed setting forth this Waiver of Subrogation.

ability to pay for the services provided be considered unless such consideration is allowed by State and/or Federal law, rule or regulation.

**7. Non-Discrimination In Employment**

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. In the event that this is a contract to be performed in whole or in part within the State of New York for (a) the construction, alteration or repair of any public building or public work, (b) for the manufacture, sale or distribution of materials, equipment or supplies, (c) for building service, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin:

- (1) discriminate in hiring against any citizen who is qualified and available to perform the work; or
- (2) discriminate against or intimidate any employee hired for the performance of work under this contract.

The Contractor agrees to be subject to fines of \$50.00 per person per day for any violation of this paragraph, as well as to possible termination of this contract or forfeiture of all moneys due hereunder for a second or subsequent violation.

**8. Damage/Injury To Persons & Property**

The Contractor shall promptly advise the County of all damages to property of the County or of others, or of injuries incurred by persons other than employees of the Contractor, in any manner relating, either directly or indirectly, to the performance of this agreement.

**9. Records**

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter collectively "the Records") in accordance with the following requirements:

- (a) the Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter;
- (b) the County Auditor, State Comptroller, the Attorney General or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York, or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

The County shall take reasonable steps to protect from public disclosure any of the records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified and designation of said records as exempt under the statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation.

**10. Claims For Payment**

All invoices or claims for which payment is sought from the County must be submitted in accordance with the following:

- (a) each claim for payment must include
  - (1) an invoice detailing the claim,
  - (2) copies of all documentation supporting the claim,

- (c) the Contractor acknowledges that the County has provided, or upon request will provide, suggestions for appropriate protective measures which should be observed when the Contractor is in the area of any such hazardous substances;
- (d) the Contractor agrees to be solely responsible for providing training and information to its employees regarding any such hazardous substances, as well as of any protective measures suggested by the County;
- (e) the Contractor agrees to be solely responsible to ensure that the Contractor's employees observe protective measures during the performance of their duties in the performance of the contract, and that all such protective measures will be at least as stringent as those suggested or which would have been suggested by the County;
- (f) in the event that the Contractor's performance of the work under this contract requires the use of any hazardous substances, the Contractor shall notify the County in advance of bringing in and/or using such substances in or upon County property and suggest to the County appropriate measures to be observed by the County, its officers and employees, and/or the public; and
- (g) in the event the Contractor fails in whole or in part to comply with the terms of this paragraph, the County shall have the right to interrupt the Contractor's work and/or terminate this contract, and the Contractor shall be prohibited from renewing such work until all applicable safety and health procedures and practices are implemented by the Contractor.

15. **Disputes**

Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be heard in a court of competent jurisdiction within the State of New York.

16. **Non-Assignment**

This agreement may not be assigned, subcontracted, transferred, conveyed, sublet or otherwise disposed of in whole or in part, by the Contractor, without the prior written consent of the County, and any attempts to assign the contract without the County's written consent are null and void.

17. **No Collusion**

If this contract was awarded based upon the submission of bids, the Contractor warrants, under penalty of perjury, that:

- (a) its bid was arrived at independently and without collusion aimed at restricting competition; and
- (b) at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on Contractor's behalf.

18. **International Boycott**

In accordance with Section 220-f of the Labor Law, if this contract exceeds \$5,000.00, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation, has participated, is participating, or shall participate in an International boycott in violation of the federal Export Administration Act of 1979, or regulations thereunder. If such contractor, or any of the aforesaid affiliates of Contractor, is convicted, or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the County Manager within five (5) business days of such conviction, determination or disposition of appeal.

(5) "Protected Health Information" shall have the same meaning as given such term in 45 CFR §164.501, limited to the information created or received by Contractor from or on behalf of the County.

(6) "Required by law" shall have the same meaning as given such term in 45 CFR §164.501.

(7) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

(b) Obligations and Activities of Contractor.

Contractor agrees to:

(1) not use or disclose Protected Health Information other than as permitted or required by this Agreement or as required by law;

(2) use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement;

(3) mitigate, to the extent practicable, any harmful effect that is known, should have been known, and/or discovered to/by Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement;

(4) report to the County any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware;

(5) ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of the County agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information;

(6) provide access, at the request of the County, and in the time and manner designated by the County or the Secretary, to Protected Health Information in a Designated Record Set, to the County or, as directed by the County, to an Individual in order to meet the requirements under 45 CFR §164.524;

(7) make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to pursuant to 45 CFR §164.526 at the request of the County or an Individual, and in the time and manner designated by the County or the Secretary;

(8) make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, the County available to the County, and/or to the Secretary, in a time and manner designated by the County or by the Secretary, for purposes of the Secretary determining the County's compliance with the Privacy Rule;

(9) document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528;

(10) provide to the County or an Individual, in time and manner designated by the County or the Secretary, information collected in accordance with the above subparagraph (b)(9) of this Agreement, to permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.

(c) Permitted Uses and Disclosures by Contractor.

Except as otherwise limited in this Agreement, Contractor may use or disclose Protected Health Information on behalf of, or to provide services to, the persons entitled to services under this Agreement:

(1) solely for the purposes of performing Contractor's obligations under this Agreement, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by the County or the minimum necessary policies and procedures of the County; or

(2) provided that such use or disclosures are required by law; or

destruction infeasible. Upon determination by the County that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

(h) Termination for Cause.

Upon the County's knowledge of a material breach of this paragraph by Contractor, the County shall:

(1) either:

(A) provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement within the time specified by the County, or

(B) immediately terminate this Agreement if cure is not possible; and

(2) report the violation to the Secretary.

(i) Miscellaneous.

(1) Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

(2) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

(3) Survival. The respective rights and obligations of Contractor under this paragraph 24 of this Agreement shall survive the termination of this Agreement.

(4) Interpretation. Any ambiguity in this Agreement shall be resolved to permit the County to comply with the Privacy Rule.

25. Severability

If any term or provision of this agreement or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

26. Entire Agreement

This agreement is the entire agreement between the parties, and the same shall be construed in accordance with the laws of the State of New York.

27. In addition to those items required at Paragraph 10 of this Appendix, as conditions for payment, each claim of payment shall be accompanied by a Contractor and Sub-Contractor Progress Payment Waiver, Release and Discharge form in the form attached hereto and made a part hereof. All final accompanied by a Contractor and Sub-Contractor Final Payment Waiver, Release and Discharge as in the form attached hereto and made a part hereof. As well as a Contractor Affidavit relative to final payment, a copy of which is attached hereto and made a part of this contract.

**AGREEMENT FOR CONTROL OF SNOW AND ICE ON COUNTY ROADS**

**PARTIES**

**Essex County**  
Address: 8053 US Route 9, P.O. Box 217, Elizabethtown, NY 12932

**Contractor: Town of North Elba**  
Address: P.O. Box 385, 301 Main Street, Lake Placid, NY 12946

**DATE: January 1, 2013**

**WITNESSETH:**

**1. WORK/SERVICES TO BE FURNISHED**

Contractor agrees to provide, perform and furnish to Essex County the work, labor, services, material and/or equipment more fully described and set forth in Appendix A annexed hereto and made a part hereof.

**2. CONTRACT PRICE**

Contractor agrees to accept, and Essex County agrees to pay to Contractor, the contract price set forth in Appendix B annexed hereto and made a part hereof.

**3. CONTRACT TERM**

The term of this agreement is from January 1, 2013 through December 31, 2013.

**4. CONTRACT TERMS & CONDITIONS**

The parties hereto agree that the following terms and conditions are included in, a part of, and incorporated into this agreement:

- Insurance Requirements – Appendix C
- Essex County Standard Clauses – Appendix D

In the event that there is a conflict between Essex County's Insurance Requirements and Essex County's Standard Clauses and any Contractor's proposal, the terms and conditions of the Essex County Insurance Requirements and Essex County Standard Clauses shall supercede and apply.

**5. NOTICES**

Notices or communications are to be given or directed to either party at its address specified in this agreement, or to such other addresses as either party may from time to time designate by written notice to the other party.

**6. ENTIRE AGREEMENT**

This agreement, including the Appendices referred to hereinabove, constitutes the entire agreement between the parties; and there are no other agreements, either written or oral, between the parties pertaining to the work/services or the funds encompassed by this agreement.

**IN WITNESS WHEREOF** this agreement has been executed by the parties hereto to be effective as of the date set forth above.

**ESSEX COUNTY**

By: \_\_\_\_\_  
Chairperson/County Manager

**PUBLIC WORKS DEPARTMENT,**  
By: \_\_\_\_\_  
Anthony J. Lavigne, Superintendent

**TOWN OF NORTH ELBA**  
By: \_\_\_\_\_  
Robert Politi, Supervisor

**APPENDIX B**  
**COST OF SERVICES**

The County agrees to pay to the Town the sum of \$5,435.19 per mile of County Road within or adjacent to said Town for which the Town provides snow and ice control services. It is acknowledged and agreed by the parties that there are 16.11 miles of County Road in the Town, and 0 miles of County Road adjacent to said Town; and therefore the total compensation to be paid by the County to the Town during the year 2012 shall be \$87,560.91, with said sum to be paid in three installments - \$29,186.97 on first day of March - \$29,186.97 on first day of June and \$29,186.97 on first day of September.

In the event the Town fails to maintain or properly maintain any of said roads, or any portion thereof, and the County provides maintenance thereof with its own forces or through a third party, the amount to be paid to the Town shall be reduced by the County's costs for such maintenance.

## **APPENDIX D - STANDARD CLAUSES FOR ESSEX COUNTY CONTRACTS**

### **1. Independent Contractor Status**

The parties each acknowledge, covenant and agree that the relationship of the Contractor to the County shall be that of an independent contractor. The Contractor, in accordance with its status as an independent contractor, further covenants and agrees that it:

- (a) will conduct itself in accordance with its status as an independent contractor;
- (b) will neither hold itself out as nor claim to be an officer or employee of the County; and
- (c) will not make any claim, demand or application for any right or privilege applicable to an officer or employee of the County, including but not limited to workers' compensation benefits, unemployment insurance benefits, social security coverage or retirement membership or credits.

### **2. Contractor To Comply With Laws/Regulations**

The Contractor shall at all times comply with all applicable state and federal laws, rules and regulations governing the performance and rendition of the services to be furnished under this agreement.

### **3. Licenses, Permits, Etc.**

The Contractor shall, during the term of this agreement, obtain and keep in full force and effect any and all licenses, permits and certificates required by any governmental authority having jurisdiction over the rendition and performance of the services to be furnished by the Contractor under this agreement.

### **4. Termination**

This agreement may be terminated without cause by either party upon 30 days prior written notice, and upon such termination neither party shall have any claim or cause of action against the other except for services actually performed and mileage expenses actually incurred prior to such termination. Notwithstanding the foregoing, this agreement may be immediately terminated by the County:

- (a) for the Contractor's breach of this agreement, by serving written notice of such termination stating the nature of the breach upon the Contractor by personal delivery or by certified mail, return receipt requested, and upon such termination either party shall have such rights and remedies against the other as provided by law; or
- (b) upon the reduction or discontinuance of funding by the State or Federal governments to be used in furnishing some or all of the work, labor and/or services provided for under this agreement, and upon such termination neither party shall have any claim or cause of action against the other except for services actually performed and expenses (if the same are to be paid under this agreement) actually incurred prior to such termination.

### **5. Defense & Indemnification**

The Contractor shall defend, indemnify and hold harmless the County to the fullest extent allowed by law from and against any and all liability, suits, judgments, orders, causes of action, and claims, including but not limited to those for bodily injury, property damage, death, and reasonable attorney's fees, arising out of or in connection with the Contractor's negligence and/or its performance or failure to perform this agreement

### **6. Discrimination Prohibited**

The services to be furnished and rendered under this agreement by the Contractor shall be available to any and all residents of Essex County without regard to race, color, creed, sex, religion, national or ethnic origin, handicap, or source of payment; and under no circumstances shall a resident's financial ability to pay for the services provided be considered unless such consideration is allowed by State and/or Federal law, rule or regulation.

*does not have such number or numbers, the payee, on the invoice or County voucher, must give the reason or reasons why the payee does not have such number or numbers and such reasons constitute a valid excuse under law.]*

- (b) Unless otherwise provided in this agreement, each claim for payment must be submitted to the County no later than 30 days after the work, labor, materials, and/or services for which payment is claimed were rendered or furnished.
- (c) Notwithstanding any other provision of this agreement, no claim for payment shall be valid, and the County shall not be liable for payment thereof, unless it is submitted to the County within 30 days of the close of the calendar year in which the work, labor, materials, and/or services for which payment is claimed were rendered or furnished.
- (d) Unless otherwise provided in this agreement, the requirements of this paragraph 10, and/or of any other provisions of this agreement which supersede the same, shall constitute conditions precedent to the County's payment obligation, and failure to comply with any or all of said requirements shall entitle the County to deny payment.

#### 11. **Consent**

In the event that State or Federal law requires the recipient of services to be furnished and rendered under this agreement to give his/her prior consent thereto, the contractor shall obtain such person's consent and furnish proof thereof to the County.

#### 12. **Executory Clause**

The County shall have no liability under this contract to the Contractor or to anyone else beyond the funds appropriated and available for this contract.

#### 13. **Public Work & Building Service Contract Requirements**

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof:

- (a) neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department; and
- (b) the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

#### 14. **Public Work Contracts – Hazardous Substances**

If this is a contract for public work, the Contractor agrees as follows:

- (a) the Contractor acknowledges that the County uses and/or produces various substances which may be classified as hazardous under OSHA's Hazard Communication Standard;
- (b) the Contractor recognizes the use of said substances by the County and acknowledges that the County has provided, or upon request will provide, the Contractor with a description of such substances which may be present in the area of the County's facility/facilities to which the Contractor may have accessed during the performance of this contract;
- (c) the Contractor acknowledges that the County has provided, or upon request will provide, suggestions for appropriate protective measures which should be observed when the Contractor is in the area of any such hazardous substances;
- (d) the Contractor agrees to be solely responsible for providing training and information to its employees regarding any such hazardous substances, as well as of any protective measures suggested by the County;
- (e) the Contractor agrees to be solely responsible to ensure that the Contractor's employees observe

by the County Board of Supervisors or its designated representative.

**20. Contractor Defined**

Whenever the term "Contractor" is used in this agreement, such term shall include and apply to all employees, all officers, directors and agents, if any, of the Contractor.

**21. Amendment**

This agreement may not be amended, modified or renewed except by written agreement signed by the Contractor and the County.

**22. Ownership Of Work Products**

All final and written or tangible work products completed by the Contractor shall belong to the County. In the event of premature discontinuance of performance, the Contractor agrees to deliver all existing products and data files to the County.

**23. Executive Order Debarment/Suspension**

In the event that this contract involves the Contractor furnishing goods and services in excess of \$100,000.00, or constitutes a subaward to subrecipients, under any Federal program, grant or other funding source, then by executing this agreement the Contractor certifies that neither it nor any of its principals are suspended or debarred within the scope or meaning of Executive Orders 12549 and 12689, any Federal or State regulation implementing or codifying the same, or any other Federal or State law, rule or regulation.

**24. Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

In the event that this contract involves the use or disclosure of protected health information within the meaning or application of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations thereunder, the following provisions of this paragraph shall apply.

(a) Definitions. The terms used, but not otherwise defined, in this Agreement shall have the same meaning as given such terms in 45 CFR §160.103 and §164.501, as the same may be amended from time to time, including but not limited to the following.

(1) "Business Associate" shall mean the Contractor, its officers, employees, agents and subcontractors.

(2) "Covered Entity" shall mean Essex County (the "County"), its departments, agencies, officers and employees.

(3) "Individual" shall have the same meaning as given such term in 45 CFR §164.501 and shall also include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

(4) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A and E.

(5) "Protected Health Information" shall have the same meaning as given such term in 45 CFR §164.501, limited to the information created or received by Contractor from or on behalf of the County.

(6) "Required by law" shall have the same meaning as given such term in 45 CFR §164.501.

(7) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

(b) Obligations and Activities of Contractor.

Contractor agrees to:

(1) not use or disclose Protected Health Information other than as permitted or required by this

(5) report violations of law to appropriate Federal and State authorities, consistent with §164.502(j)(1).

(d) County To Inform Contractor of Privacy Practices and Restrictions.

The County agrees to notify the Contractor of any

(1) limitation(s) in its notice of privacy practices of the County in accordance with 45 CFR §164.520, to the extent that such limitation may affect the Contractor's use or disclosure of Protected Health Information;

(2) changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Contractor's use or disclosure of Protected Health Information; and/or

(3) restriction to the use or disclosure of Protected Health Information that the County has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Contractor's use or disclosure of Protected Health Information.

(e) Permissible Requests by County.

The County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the County; except that in the event that the services to be furnished by the Contractor under this Agreement requires data aggregation by the Contractor, the Contractor may use or disclose protected health information for such data aggregation or management and administrative activities of Contractor.

(f) Survival of Provisions.

The obligations of the Contractor under this paragraph 24 shall survive the expiration of the term of this Agreement and/or the termination of this Agreement, and said obligations shall remain effective and shall not terminate until all of the Protected Health Information provided by the County to Contractor, or created or received by Contractor on behalf of the County, is destroyed or returned to the County, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in subparagraph (g) below.

(g) Return or Destruction of Protected Health Information.

Except as otherwise provided below, upon termination of this Agreement for any reason, Contractor shall return or destroy all Protected Health Information received from the County, or created or received by Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.

In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon determination by the County that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

(h) Termination for Cause.

Upon the County's knowledge of a material breach of this paragraph by Contractor, the County shall:

(1) either:

(A) provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement within the time specified by the County, or

**ADIRONDACK COMMUNITY ACTION PROGRAMS, INC.**

**PO BOX 848**

**7572 COURT ST.**

**ELIZABETHTOWN, NY 12932**

**NUTRITION PROGRAM FOR THE ELDERLY**

**PO BOX 85**

**ELIZABETHTOWN, NY 12932**

**RENTAL / MAINTENANCE AGREEMENT**

**between**

**ACAP**

**and the**

**TOWN OF NORTH ELBA**

**It is hereby agreed that the Nutrition Program for the Elderly which is operated by Adirondack Community Action Programs, Inc. will provide a congregate services program for persons sixty years of age and over at the Lake Placid Senior Center which is located at the North Elba Town Hall in Lake Placid.**

**These services will be provided for the period 1/1/13 to 12/31/13. This agreement shall contain the following provisions and may be terminated by either party upon fifteen notice to either party.**

1. **Rent \$160.00 per month.**
2. **Description of space: The dining room, kitchen, and rest rooms are used by the Nutrition Program as well as the senior room across the hall for bingo.**
3. **Days of operation: Mon. to Fri., 9:30 am to 1:30 pm. An evening meal is held on the 1<sup>st</sup> and 3<sup>rd</sup> Thur. of each month.**
4. **Responsibility for the care and maintenance of the rooms: Nutrition staff along with the Senior Citizens and Volunteers keep the rooms clean. The building is owned by the Town of North Elba which provides maintenance and janitorial services.**
5. **Fire Inspections: ACAP is responsible for ensuring that all sites have written confirmation that they comply with Fire Dept. or Building Codes regulations.**
6. **Health Department Regulations: ACAP is responsible for ensuring that all sites are in compliance with NYS Dept. of Health regulations.**
7. **Insurance Coverage for Appliances: Appliances that are owned by ACAP and used at the sites are insured by ACAP. Any equipment that is owned by the County is insured by the County.**
8. **Personal Liability Insurance: Provided by ACAP to cover leased space as described in No. 2.**
9. **Compliance with Federal, State, and Local Laws: This is the responsibility of ACAP.**

**Robert Politi, Supervisor  
Town of North Elba**

.....  
**Date**

.....  
**Alan Jones  
Executive Director, ACAP**

.....  
**Date**

.....  
**Barbara Papineau  
Director, Nutrition Program/ACAP**

.....  
**Date**

## Jessica Scriver

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**From:** Kyle Legones <kyle@ragnarrelay.com>  
**Sent:** Tuesday, January 15, 2013 11:45 AM  
**To:** depclerk@northelba.org  
**Cc:** Katie Aston  
**Subject:** Ragnar Relay Adirondacks 2013  
**Attachments:** Permissions Letter - North Elba.pdf; leg35.jpg; leg36.jpg; overview.jpg; Special Event Information-North Elba.pdf

Supervisor Politi,

We are excited to come back to New York! I have attached the event description, appropriate maps and a permission letter for the 2013 Ragnar Relay Adirondacks. We are asking permission to run through the North Elba Park District for the event on Saturday September 28<sup>th</sup>, 2013. Please review the information at your convenience and let me know if we need more paperwork.

We are sanctioned by USA Track and Field. I will forward the "certificate of insurance" once it is secured.

We thank you for your attention and consideration to this event. Please contact me if there are any questions.

I will follow up with you to be sure you received the information.

Have a great day.

Kyle Legones | Race Coordinator  
Ragnar Relay Series | Ragnar Events, LLC  
1188 W. Sportsplex Drive | Suite 201  
Kaysville, UT 84037  
P 801-499-5024 | F 801.499.5023 | C 908-313-6824  
[kyle@ragnarrelay.com](mailto:kyle@ragnarrelay.com) | [www.ragnarrelay.com](http://www.ragnarrelay.com)

Check us out on Facebook:  
<http://www.facebook.com/TheRagnarRelaySeries>



January 15, 2013

To Whom It May Concern;

This letter grants permission for the Ragnar Relay Adirondacks, held on September 27<sup>th</sup>-28<sup>th</sup>, 2013 to run through the North Elba Park District for the event.

I understand that the property will be left in the same condition as when Ragnar arrived and that a Certificate of Insurance will be sent to me, if insurance was requested. Any damages incurred during the time of the event will be the responsibility of Ragnar Events, LLC.

_____	_____
Representative Signature	Date

_____	_____
Representative Name Printed	Contact Phone #

Please return completed form to:

Katie Aston | New York Race Director  
Ragnar Relay Series | Ragnar Events, LLC  
1188 W. Sportsplex Drive | Suite 201  
Kaysville, UT 84037  
P 877.83-RELAY | F 801.499.5023 | C 801.834.9531  
[katie@ragnarrelay.com](mailto:katie@ragnarrelay.com) | [www.ragnarrelay.com](http://www.ragnarrelay.com)

RUN. DRIVE. SLEEP? REPEAT.

TRPW

TRPW

TRPW

EXCH 35

RIGHT

RIGHT

RIGHT

TRPW

TRPW

**LEG NOTES:**

**NO VAN SUPPORT**

There will be ONE water station on this leg.

**FINISH LINE:**

Lake Placid Horse Show Grounds  
5512 Cascade Road  
Lake Placid, NY 12946

**LEG LEGEND:**

- 0.0 Depart exchange 35, heading south on Route 86.
- 2.0 Turn LEFT onto River Rd/Route 21.
- 7.0 Turn RIGHT onto Route 73/Cascade
- 7.4 Arrive at the Finish Line, on the right side of the road.

**GPS COORDS**

Exch 35: 44.334, -73.902

Finish: 44.261, -73.968

TOTAL ELEVATION LOSS: -330 FT.

TOTAL ELEVATION GAIN: 208 FT.

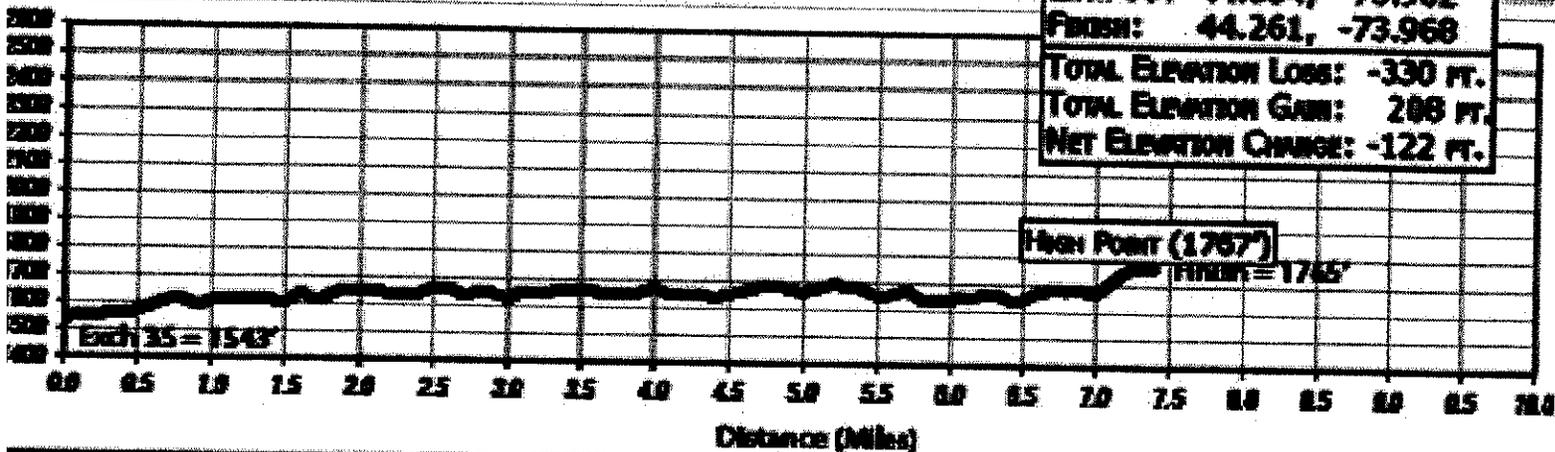
NET ELEVATION CHANGE: -122 FT.

High Point (1767')

FINISH = 1765'

Each 35 = 1543'

Distance (Miles)



1/14/13

Jessica Scriver, Deputy Clerk  
Town of North Elba  
Phone: 518-523-2591

**RE: Special Event Information –  
Ragnar Relay Adirondacks 2013 Benefitting the ADK Mountain Club**

Jessica:

Attached, you will find the race description for Ragnar Relay Adirondacks 2013 including general information on the race format, important dates and times. Additionally, you will find all appropriate maps, and a permission letter.

**Information Included:**

- 1.1 Event Description
- 1.2 Ragnar Events Contact Information
- 1.3 Proposed Beginning and Ending Times and Dates
- 1.4 Exchange Points
- 1.5 Proposed Runner Route Details
- 1.6 Safety, Emergencies, First Aid, and Night Running
- 1.7 Communication With Runners
- 1.8 Volunteers
- 1.9 Officer services
- 1.10 Traffic Impact
- 1.11 Road/lane Closures
- 1.12 Insurance
- 1.13 Waste receptacles
- 1.14 Contingency/Inclement Weather Plan
- 1.15 Signage Plan

We believe in providing a quality event that is safe and fun for not just participants, but everyone involved. I appreciate the time you have taken to review this information and I look forward to conversation as we finalize the details of the race. Please let me know if there is any additional information I may be able to provide during the initial review.

Sincerely,

*Katie Aston*

Ragnar Events - Adirondacks Race Director  
1188 W. Sportsplex Drive, Suite 201, Kaysville, UT 84037  
Cell - (801) 834-9531 Fax - (801) 499-5023



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FAX: (801) 499-5023

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KAYSVILLE, UT 84037

## **RAGNAR RELAY ADIRONDACKS 2013**

### 1.1 Event Description:

The Ragnar Relay Adirondacks is a 200(ish)-mile running relay, consisting of 36 relay legs, stretching from Saratoga Springs, NY to Lake Placid, NY on Sept 27<sup>th</sup>-28<sup>th</sup>, 2013. Teams consist of 12 runners. During the relay, each team member runs three legs. Relay legs typically range between 3 - 8 miles and vary in difficulty.

Each team is responsible for providing two support vehicles, with six runners in each vehicle. The first vehicle will drop off the first runner at the start, and then proceed to the first exchange point. At the first exchange, the vehicle will drop off the second runner and pick up the first runner when that runner's leg is complete. Teams will repeat this pattern for six legs until they hand off to their second vehicle. This leapfrogging pattern will continue all the way to the finish line.

The event is sponsored and managed by Ragnar Events LLC. Ragnar Events presented its first event, the Ragnar Relay Wasatch Back, in Utah in 2004. To date, Ragnar Events has presented over 50 events in 16 states (the courses for some events running through more than one state). The Ragnar Relay Series, now consisting of 15 events, is the largest series of overnight relays in the world. For more information, see [www.ragnarrelay.com](http://www.ragnarrelay.com).

These overnight relays benefit both participants and the communities where they are presented. Participants have been unfailingly enthusiastic about their experiences. There are always a wide variety of human interest stories associated with these events. These range from the experienced runner finding special meaning through participation in a running event as a member of a team; to the first-time runner who participates at the urging of a friend and discovers previously unknown abilities and a love for running; to families, businesses, old friends and other groups who enhance their relationships as they individually and collectively test their limits; to teams who simply run for a cause, whether in honor of a deceased friend or relative, or to raise money for local charities or another charity of special importance to the team. The 2013 Ragnar Relay Adirondacks Charity is the ADK Mountain Club.

Communities directly benefit economically from money spent by participants for food, lodging and other services.



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## 1.2 Ragnar Events Contact Information

Ragnar Events website: [www.ragnarrelay.com](http://www.ragnarrelay.com)

The organization is located at:

Ragnar Events

1188 West Sportsplex Dr. Suite 201

Kaysville, UT 84037

Race Director:

Katie Aston (801) 834-9531

[katie@ragnarrelay.com](mailto:katie@ragnarrelay.com)

## 1.3 Proposed beginning and ending times and dates of the Adirondacks Relay Event:

Sept 27 - 28<sup>th</sup>, 2013

Participants are expected in the North Elba Park District between the hours of 9:00am and 10:00pm Saturday Sept 28<sup>th</sup>. Runners will be running from Route 86 in Wilmington to Route 21, finishing at the Lake Placid horse show grounds.

## 1.4 Exchange points

Teams congregate at exchanges to wait for and send off runners. Exchanges are at locations where there is adequate parking to minimize impact on through traffic. Those locations include churches, schools, parks, and small businesses. Ragnar Events is in the process of obtaining permission from the various locations for the use of exchanges.

Total in Adirondacks will be thirty minor exchange points and five Major exchange points. Each minor exchange point will consist of 7 portable toilets and an exchange chute which consist of 4 delineator cones, caution tape, and is approximately 4 feet wide and 8 feet long. The caution tape used will be tied between two delineator cones approximately 8 feet apart from each other. See Picture:



## 1.5 Proposed Runner Route Details:

The Adirondacks Ragnar Relay will start in Saratoga Springs, NY on September 27, 2013. Start times will be staggered; beginning at 6AM and will continue every hour on the hour until 4PM. The objective for the staggered start time is to spread the participants out so that the impact on local traffic will be minimal to avoid large groups of runners clustering together.

Runners are required to obey all traffic laws and we instruct them to use the sidewalk when available. It is mandatory for participants to wear reflective vests with a tail light/ butt light and holding a flashlight or headlamp if their legs start after 5:30 PM and begin before 7:30 AM.

## 1.6 Safety, Emergencies, First Aid, and Night Running

Runner safety is of foremost concern. All teams are provided a Race Bible that includes a detailed course description and event rules. We are happy to get you a copy of the Race Bible, please let us know if you would like one. All runners sign waivers where they acknowledge that the course includes areas where there may be traffic congestion and that they must obey race rules, which require observance of all applicable traffic rules and regulations.

Runners are also told to text 661Ragnar1 for any concerns or problems during the course. This phone number sends them to Ragnar Race Command. During the race a Ragnar Staff member is operating Race Command and solving problems. Runners will call if they have a lost runner, a directional sign is missing, or they have a general question about the course. In case of emergency all runners and staff will call 911. After 911, runners will contact our Race Command to let race staff know of the emergency.

We will have 8-12 Ragnar Staff and trained Volunteers on the course at all times monitoring the race. Each person is trained on Ragnar Safety and emergency procedures. They are also trained on the access points of any trails and have maps of the entire course.

### First Aid

A first-aid station and first-aid staff will be located at each major exchange location. These first-aid stations will be equipped to handle extreme dehydration, heat stroke, and all of the minor sport injuries we often experience, including; blisters, sprains, strains, stings, etc. We require our first aid staff to be licensed to administer intravenous fluids (typically EMT intermediate and above, or RN, PA, M.D., etc). We hire first aid workers (EMT intermediate or above), either through a medical staffing agency or directly through local hospitals or emergency service personnel.



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In the event of a major medical emergency (i.e. any life threatening condition or injury that requires immediate medical attention) we instruct runners/volunteers to first call 911. The line of communication then follows: 911 → Race Director → Senior Race Director → Course Manager for that section.

In addition to our own first aid services on the course, we list the local emergency rooms near the course, along with their address and phone number in the race packets.

### Running at Night

The following nighttime rules have been developed to help insure the safety of all participants.

- Team Vehicles may leapfrog runners during night hours
- It is not permitted for vehicles to follow behind the runner at the runner's pace
- Leapfrogging refers to vans parking a couple hundred yards ahead of their runner; once the runner passes, the van waits until the runner is a couple hundred yards ahead then drives on ahead of the runner and stops again
- All vans that are leapfrogging runners must obey traffic laws. When parked, please turn off headlights so as not to blind oncoming traffic
- Leave park lights and hazard lights on so that the vehicle is visible to regular traffic
- Do not stop or slow down in places that will impede traffic or runners and do not turn your hazard lights on while the vehicle is moving.
- It is also encouraged that pacers accompany the runner during night hours. Pacers must wear the required night gear of flashlight or headlamp, reflective vest, and LED light. Pacers do not have to be a member of the team.
- Every participant is required to attend a safety briefing to review all safety procedures and check in with Safety Gear. Each team Safety Gear consists of 12 reflective vests, 4 flashlights or head lamps, and 4LED tail/butt lights. These must be presented at the time that the team checks in. Safety precautions and Gear is also reviewed in team captains meeting prior to the race, and printed in the RagMag (magazine teams receive race day).
- Runners starting their legs after 5:30pm and before 7:30 am must be wearing a reflective vest, tail/butt light and holding a flashlight or headlamp. Additionally, any team-member spectator must wear a reflective vest during these hours when outside their vehicle on public roads.

### 1.7 Communication with runners

Ragnar benefits from a close and constant communication stream with registered teams. Before Race Day all teams are known and Ragnar has current contact information.



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## Pre-Race Information Campaign

- Emails to participants
- Team Captain Meetings
- Ragnar 101 Clinics
- Twitter/Facebook (Fans: 117,000)
- RagMag(magazine teams receive race day) content

## Race Day

- Clear and deliberate instructions in race materials
- Day of Race instructions
- Race command text reminders during race
- Twitter/Facebook (Fans: 117,000)
- RagMag(magazine teams receive race day) content
- Signage and directional personnel

## 1.8 Volunteers

It is mandatory for participation in the event that each team provides (3) volunteers. These volunteers are sent a race packet prior to the race with instructions about their shift, gear, training, rules, etc. All volunteer locations and shifts are pre-determined to the event. Volunteers working in or near an exchange point are in charge of runner direction, van management, trash and clean up.

## 1.9 Officer services

Police Officers are stationed throughout the course in specific locations according to the safety demand and traffic flow throughout their jurisdiction. Officers are not to stop traffic at any time. We will be placing an officer at the intersection of Route 21 and Boulderwood Way. Officers will have their lights on to slow traffic and ensure the safety of the runners.

## 1.10 Traffic Impact

We anticipate 350 teams to register for this year's event. That means no more than 350 runners will be on the race course at any given time. Teams will be provided with staggered start times, one hour apart from 6AM to 4PM. Because start times are spread over a nine-hour period and only 350 runners are on the course at any given time, there will never be a large group of runners at any one location. Typically the complete group of 350 individual runners will be spread out over 30-40 miles.



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### 1.11 Road/lane Closures:

No street closures will be necessary for runners. All runners are instructed to stay on the sidewalks/trails and follow all traffic signals and directions at all times.

### 1.12 Insurance

We are sanctioned under USA Track and Field. We will forward you the certificate of insurance as soon as it is issued to us.

### 1.13 Waste receptacles

We will hire a company to place dumpsters at each of our major exchange locations if needed. Each minor exchange will be given at least (2) trash cans. Volunteers will be given the task of emptying the trash cans and keeping exchanges clean. A course manager will be in charge of picking up the trash from minor exchanges and delivering it to the dumpsters at the major exchanges.

### 1.14 Contingency/inclement weather plan

#### Bad Weather

The race will occur rain or shine. However, under certain severe weather conditions where significant damage or alterations to the race course occur, we will cancel the event. Conditions that may result in a race being canceled or delayed include but are not limited to the following: severe electrical storm, snowfall, tornadoes, earthquakes, hurricanes, flooding, fog, etc.

#### Lightning

If there is lightning at the start of the race we will delay starts until the lightning clears. If runners see lightning on the course after the race has started, runners are to get off the road and into the support vehicle. If lightning clears within 1 hour runner will go back on the road where they left and make a note of the time. If lightning persists longer than an hour, runners will move ahead to the next exchange and be informed by Ragnar on whether or not the race will continue.

#### Flooding

If a runner encounters flooded areas that cannot be ran through, runner are to get into the support vehicle, drive the runner ahead where the road is no longer flooded to continue running his or her leg.



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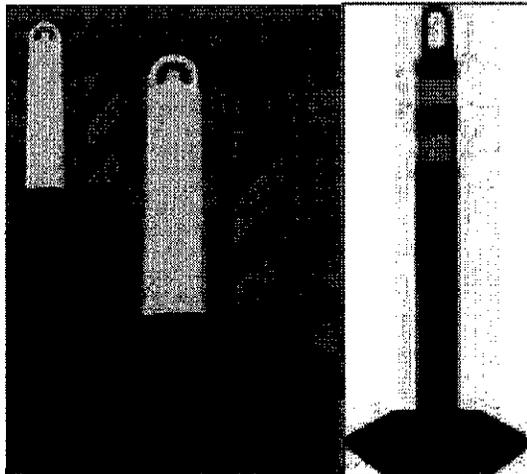
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## 1.15 Signage Plan

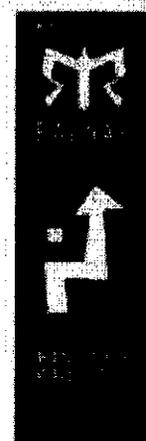
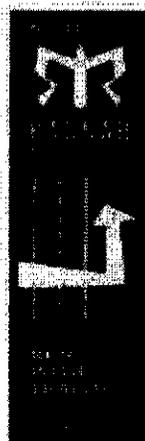
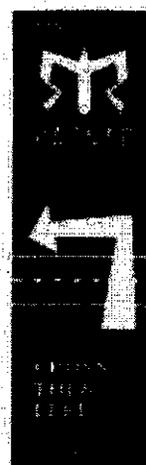
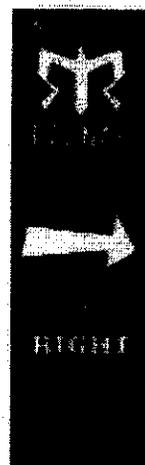
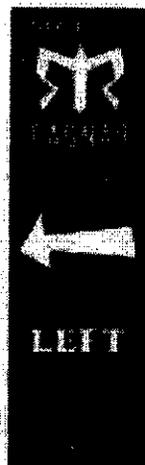
Along the course there will be course signs that communicate to the runners which direction to go, on what side of the road to run, which exchange they are at, etc. The signs are 42" High, 18" Wide, .25" thick and are made of corrugated plastic. An example of such a sign can be seen in the picture below:



Each sign will be secured to a delineator post barricade. An example of the traffic cones is shown below.



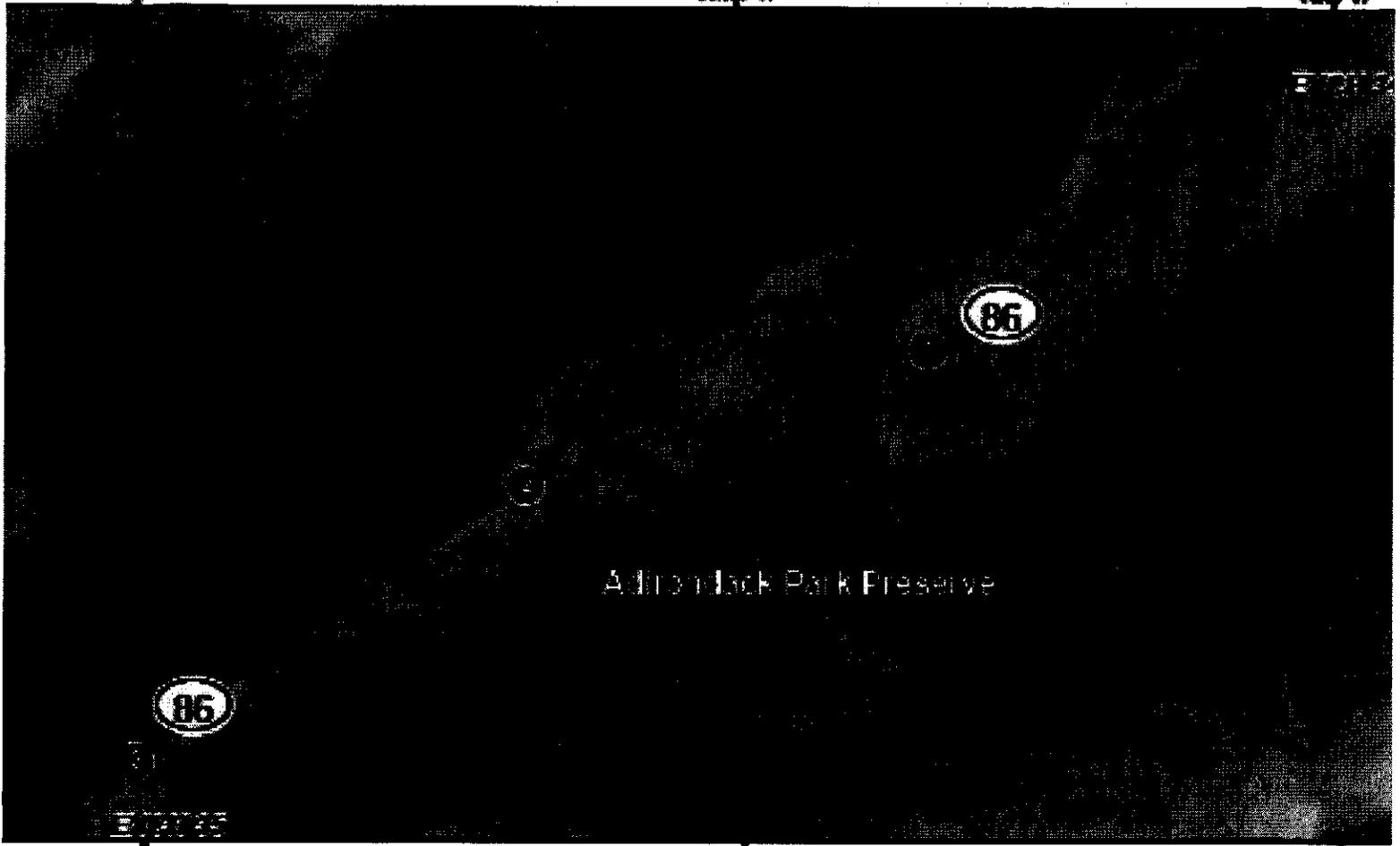
DIRECTIONAL SIGNS



TWP

TWP

TWP



TWP

TWP

TWP

**NOTES:**

**WATER SUPPORT**

There will be NO water stations on this leg  
use it is a short leg.

**EXCHANGE 35:**

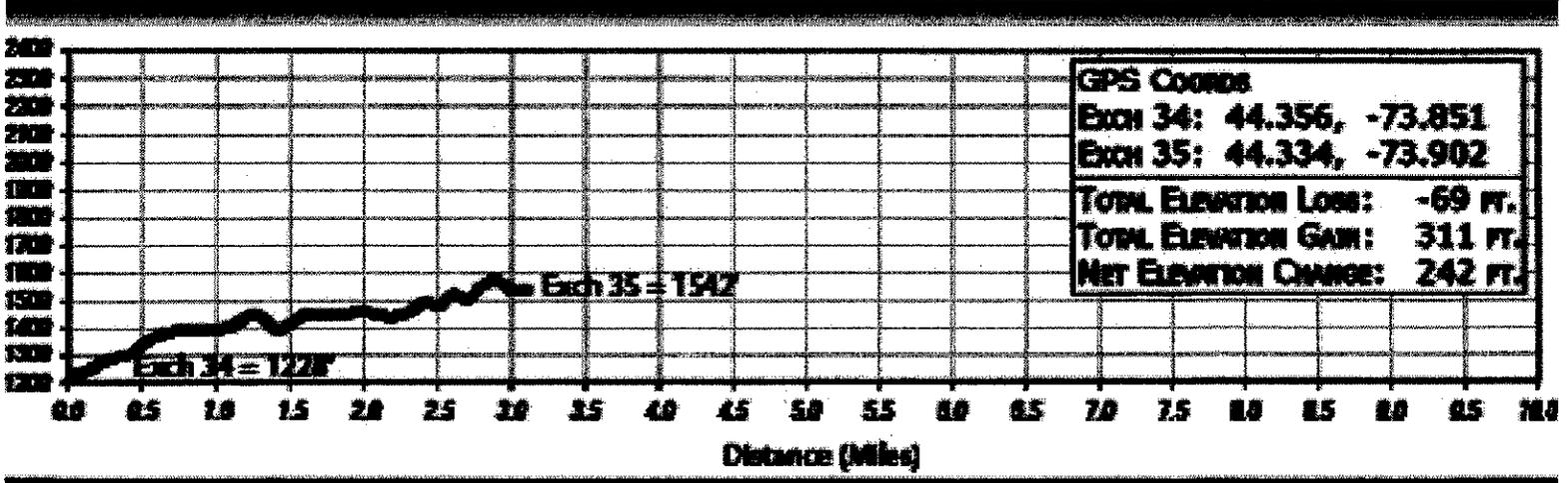
DOT Paved Pullouts on Route 88

in 88

in Flacid, NY 12918

**LEG LEGEND:**

- 0.0 Depart exchange 34, heading south on route 88.
- 3.1 Arrive at Exchange 35, on right side of the road.
- 0 NOTE: There are 2 pullouts that can be used for parking, but they are not attached.



# COURSE OVERVIEW -- 193.7 MILES

