

CLINTON TOWNSHIP ADOPT-A-ROADWAY AGREEMENT

THIS AGREEMENT, made this _____ Day of _____, 20__ between the Township of Clinton, hereinafter called the Township, and

With it's address at _____

Contact Person _____ Telephone: _____

hereinafter called the APPLICANT.

BACKGROUND:

- A. In order to rid Township streets and recreational areas of litter and to improve our environment, the Township has established an anti-litter program known as "Adopt-A-Roadway" (the program); in which volunteer groups adopt a Township Street or portion in order to pick up litter.
- B. The APPLICANT desires to participate in the Adopt-A-Roadway Program and the Township desires to provide certain materials and information to the APPLICANT.

NOW, THEREFORE, in consideration of the mutual benefits to be received by the TOWNSHIP and the APPLICANT from participation in the Program, the parties agree to the following:

- 1. The above recitals are incorporated into the body of this Agreement.
- 2. Subject to the conditions set forth below and in attached exhibits, the APPLICANT adopts a Township Street or portion thereof as set forth in Exhibit. A which is attached to and made a part of the AGREEMENT (the site), for a minimum period of two (2) years beginning on the date to be inserted on page 1 subject to the TOWNSHIP'S rights of termination.
- 3. The TOWNSHIP will provide initial safety orientation literature to the authorized representative(s) of the APPLICANT and will provide safety materials, as later described, for use by the APPLICANT.
- 4. (a) The APPLICANT will conduct litter pickup at the Site as set forth in Exhibit A, a minimum of two times per year, or more often if deemed necessary, subject to at least one week's notice to the TOWNSHIP's Public Works Department and the receipt of the Department's approval. All activities must be conducted between one hour after sunrise and one hour before sunset.

5. The APPLICANT shall conduct safety orientation meetings to review, at a minimum, safety and other guideline materials supplied by the TOWNSHIP. Safety materials provided by the TOWNSHIP must be reviewed by every person who will participate in the litter pickup. No participant may be involved in the litter pickup unless she/he has attended at least one safety orientation meeting conducted by the APPLICANT and has executed a release, a copy of which is attached as Exhibit B and made a part of this Agreement. An authorized representative of the APPLICANT must present the safety information to any potential participant and shall provide the TOWNSHIP with a listing certifying the names of all individuals who received safety orientation. The APPLICANT shall submit the form to the TOWNSHIP and shall submit an amended form each time that there will be new participants in the litter pickup. Further, the APPLICANT shall conduct an on-site safety briefing prior to each pickup.
6. The APPLICANT agrees to comply with the Safety Conditions set forth in Exhibit C which is attached to and made a part of this Agreement.
7. Prior to each scheduled pickup, the TOWNSHIP will supply the APPLICANT with adequate numbers of safety vests and plastic trash bags.
8. The TOWNSHIP will provide for the collection of the filled bags.
9.
 - (a) The TOWNSHIP, at its cost, will provide, install and maintain two permanent signs noting the Program and the APPLICANT name at the beginning of the Site, one sign in each direction. Further, the TOWNSHIP will, at its cost, provide the APPLICANT with "Litter Crew Ahead" signs for placement by the APPLICANT during litter pickups. Proper use and storage of the temporary "Litter Crew Ahead" signs will be the responsibility of the APPLICANT. The TOWNSHIP will replace the Adopt-a-Roadway signs as necessary due to normal wear and tear. The APPLICANT shall be responsible for the replacement of the name plate sign except when made necessary due to normal wear and tear. This sign will be erected by the TOWNSHIP after the first year of the agreement.
 - (b) There shall be no business logo or commercial advertising used or displayed by the APPLICANT.
10. The APPLICANT shall indemnify and save harmless the TOWNSHIP, its Township Supervisors and employees from and against all claims, suits, or actions for injury death or property damage arising from the exercise of the obligations assumed by the APPLICANT under this Agreement.

11. (a) The TOWNSHIP shall have the right to terminate this Agreement at any time by providing written notice to the APPLICANT.
- (b) After the initial two (2) year period the APPLICANT shall have the right to terminate this Agreement upon sixty (60) day's written notice to the TOWNSHIP.
12. In addition to its obligation in Paragraph 9, the APPLICANT shall, at no cost to the TOWNSHIP, be responsible for repair of, or compensation for, any damage to any real or personal property caused by APPLICANT or any of its participants.
13. Any notice to or communication with the TOWNSHIP by the APPLICANT shall be with the Township Secretary. Any notice to or communication with the APPLICANT shall be to the authorized signatory of this Agreement at the address above shown.
14. The APPLICANT, BY ENTERING INTO THIS Agreement, certifies that is does not represent an elected official or candidate for public office.
15. The APPLICANT has been provided with TOWNSHIP criteria for eligibility to participate in the Program and by signing this Agreement, certifies that it meets all such criteria. These criteria are attached as Exhibit D and made a part of this Agreement.
16. This Agreement constitutes the entire understanding between the parties.

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

ATTEST:

TOWNSHIP OF CLINTON

Township Secretary

Program Coordinator

ATTEST:

Applicant(s)

Title

EXHIBIT A

ROADWAY WITHOUT INTERCHANGE

Name _____

Included: _____

Excluded: _____

ROADWAY WITH INTERCHANGE

Name _____

Included: _____

Excluded: _____

EXHIBIT B

RELEASE

I/We understand that participation in the Adopt-a-Roadway Program litter pickup involves standing and walking near a Township roadway and that there are certain risks involved with such participation. I/We hereby release the Township of Clinton from any liability associated with the risks involved with participation in the Adopt-a-Roadway Program. I/We have also reviewed the Adopt-a-Roadway safety materials as a prerequisite to participation in the Adopt-a-Roadway Program.

1. _____
*Signature

Print Name

2. _____
*Signature

Print Name

*If signatory is less than 18 years of age, this must also be signed by parent or guardian.

Parent/Guardian

EXHIBIT C (PART I)

SAFETY RECOMMENDATIONS

Participants should:

1. Know emergency procedures such as the location of the nearest emergency facility and how to quickly summon the police or an ambulance.
2. Provide their own First-Aid-Kit and include kit with other supplies during litter pickups.
3. Avoid overexertion and heat problems by drinking water and taking breaks.
4. Car pool to the litter pickup site.
5. Wear the recommended attire: long sleeves, blue jeans or long pants, leather shoes or boots and gloves.
6. Be careful of contact with poison plants, bees, wasps, hornets, fire ants and snakes. The recommended attire will usually prevent irritations from most plants.
7. Pay special attention to the handling of broken glass. Participants must be careful not to step or kneel on broken glass.
8. Be aware of visibility problems.
9. Be prepared for any unexpected behavior of motorists.
10. Park vehicles a safe distance from the traveled roadway.
11. Attempt to walk facing oncoming traffic.
12. Do not stand or jump on guide rail, drainage pipes or concrete walls.

EXHIBIT C (PART II)

SAFETY REQUIREMENTS

Participants shall:

1. Pick up one side at a time when cleaning a multi-lane roadway with a median. Vehicles shall remain on the same side of the roadway as the participants
2. Never cross over or pickup trash on the traveled pavement.
3. Upon arriving at the work site, immediately display "Slow Litter Crew Ahead" safety signs in advance of pickup site.
4. Not possess or drink alcoholic beverages.
5. Use Township provided safety training materials.
6. Provide appropriate and adequate adult supervision when youth groups are involved in litter pickups, i.e., one adult per eight participants between ages of 10 and 17.
7. Avoid peak traffic hours and extreme inclement weather conditions.
8. Stay clear of all construction areas.
9. Conduct pre-pickup safety talks\
10. Avoid all horseplay or demonstrations of any nature on the right-of-way.
11. Wear the safety vest provided by the Township.
12. Avoid hazardous materials such as old car batteries, any unidentified, questionable items and animal carcasses.
13. Be aware of all known allergies of volunteers before participation.

ADOPT-A-ROADWAY CONDITIONS

1. Clinton Township community organizations, such as civic, social or school groups, will be eligible to adopt a roadway as will individuals eighteen (18) years of age or older. Corporations, partnerships and sole proprietorships who wish to sponsor groups may do so; however, there will be no business logo or commercial advertising used or displayed by a group or any of its participants.
2. The Township will not enter into an agreement with any elected official or candidate for public office.
3. The groups will be required to adopt a roadway or portion thereof, or interchange area for at least two (2) years from the effective date of the agreement. The agreement may be assigned to another group or business subject to prior to written approval by the Township.
4. The minimum age for participation is ten years of age. Groups with members between ages of ten and seventeen must be supervised by adults eighteen years of age or older in the ratio of one adult per eight participants between ages ten and seventeen whenever this a litter pickup.