

DOVER TOWNSHIP

Adopt-A-Road/Right-of-Way

Application Form

Date: _____

Adopting Group/Individual: _____

Address: _____

Contact Person: _____

Telephone: _____

Requested Road: (Route Number, Location, Specific Portion)

Second Choice:

Expected Number of Participants:

Return this form to:
DOVER TOWNSHIP Adopt-A-Road/Right of Ways
2480 West Canal Road
Dover, PA 17315

DOVER TOWNSHIP
Adopt-A-Road/Right-of-Way

THIS AGREEMENT, made this _____ day of 20____ between DOVER TOWNSHIP,
hereinafter called the TOWNSHIP, and

with its address at _____

hereinafter called the APPLICANT.

BACKGROUND:

1. In order to rid the TOWNSHIP roads/right-of-ways of litter and to improve the environment, including ground and surface water, the TOWNSHIP has established an anti-litter program known as "Adopt-a-Road/Right-of-Ways" (the Program), in which volunteer groups adopt a road or right of way (Public Sewer or Storm Water) or portion thereof near their community, in order to pick up litter.
2. The APPLICANT desires to participate in the TOWNSHIP's 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 the attached exhibits, the APPLICANT adopts a township road/right-of-way or portion thereof as set forth in Exhibit A, which is attached to and made a part of the Agreement, for a minimum period of two years beginning on the effective date of this Agreement subject to the TOWNSHIP's rights of termination.
3. The TOWNSHIP will provide each APPLICANT's group leader with the following safety materials:
 1. Safety vests, 2. Two Litter Crew Ahead Signs, 3. Safety Briefing Materials, 4. Trash bags, and 5. Gloves.
4. (A) The APPLICANT will conduct litter pick up at the Site as set forth in Exhibit A a minimum two times per year or more often if deemed necessary, subject to at least one week's written notice to the TOWNSHIP and receipt of approval.
(B) The APPLICANT shall schedule one of the two litter clean ups in the spring and fall of each year. Should the TOWNSHIP schedule a Clean-Up event to coincide with the Keep America Beautiful Campaign, APPLICANT agrees to schedule their spring clean up to be held on that date so designated by the TOWNSHIP. The APPLICANT shall not conduct any litter pickups on busy holidays or holiday travel weekends or preceding days. All activities must be conducted between one hour after sunrise and one hour before sunset. APPLICANT shall refrain from conducting litter pickup activities during periods of inclement weather or poor visibility.
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 he/she 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 and review the safety information including Exhibit C to any potential participant and shall provide the TOWNSHIP with executed release forms Exhibit B for all participants and 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 and additional executed release forms each time that there will be new participants in the litter pickups. 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 hereto and made a part of this Agreement.
7. Prior to each scheduled pickup, the TOWNSHIP will supply the APPLICANT with adequate numbers of supplies.
8. If the APPLICANT cannot dispose of any or all filled trash bags, the TOWNSHIP, through the Township Public Works Department, will arrange to pick up the bags. The APPLICANT must

provide notification to the TOWNSHIP of all scheduled litter pickup dates at least one week prior to each scheduled pickup.

9. (A) The TOWNSHIP, at its cost, will provide, install and maintain two permanent signs of TOWNSHIP'S choice noting the Program and the APPLICANT'S name at the beginning of the Site, one sign in each direction. Further, the TOWNSHIP will, at its cost, provide the APPLICANT with two "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 ROAD signs as necessary due to normal wear and tear.
(B) There shall be no business logo or commercial advertising used or displayed by the APPLICANT.
10. After each litter pickup, the APPLICANT shall file a report setting forth the date of the pickup, the number of people involved, the number of bags of litter picked up, and the number of hours spent for the pickup. The reports will be filled out on preprinted forms furnished by the TOWNSHIP and the APPLICANT shall be responsible for filing said forms with the TOWNSHIP.
11. The TOWNSHIP shall have the right to terminate this Agreement for any reason at any time by providing written notice to the APPLICANT. After the initial two-year period, the APPLICANT shall have the right to terminate this Agreement upon sixty (60) days' written notice to the TOWNSHIP.
12. Any written notice to the TOWNSHIP by the APPLICANT shall be directed to Dover TOWNSHIP, Adopt-A-Road/Right-of-Way Program, 2480 West Canal Road, Dover, PA 17315. Any notice to or communication with the APPLICANT shall be to the authorized signatory of this Agreement at the address above shown.
13. The APPLICANT, by entering into this Agreement, certifies that it does not represent an elected official or candidate for public office.
14. 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.
15. The TOWNSHIP requires the APPLICANT to separate and recycle appropriate materials and the APPLICANT agrees to so comply.
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.

I (name) _____, further certify that I am fully authorized to execute this Adopt-A-Road/Right-of-Way Agreement on behalf of the person(s), business, organization, community association, corporation, or other organization participating in the litter pick up activities.

APPLICANT'S AGENT

DATE

DOVER TOWNSHIP

TOWNSHIP MANAGER

DATE

**EXHIBIT A
DOVER TOWNSHIP
Adopt-A-Road/Right-of-Way
Road Assignment**

County: _____

TOWNSHIP: _____

APPLICANT: _____

Roadway assigned to APPLICANT:

Roadway Segment assigned: (Description detailed below and on attached map)

List any exclusion such as intersections, bad curves, etc.:

EXHIBIT B
DOVER TOWNSHIP
Adopt-A-Road/ Right-of-Way Release Form

Prior to your participation, this release form and its attachments are required to be read and signed by any and all participants in the TOWNSHIP Adopt-A-Road/Right-of-Way Program.

I _____ understand that participation in the Dover TOWNSHIP Adopt-A-Road/Right-of-Way Program litter pick up may involve standing and walking near TOWNSHIP and State roads and highways and there are certain risks involved with such participation, including but not limited to:

1. Risks arising from faulty automotive vehicle operation,
2. Slight distance impairments,
3. Weather conditions,
4. Potential exposure to harmful or hazardous materials, and
5. Risks arising from faulty road or signage conditions.

I acknowledge that I reviewed Exhibit C Safety Requirements, attached hereto and incorporated herein and agree to abide by and conduct my litter pick up activities in accordance with said Safety Requirements. I agree to assume the risk of injury to myself, and others for any injury I may sustain while participating in the TOWNSHIP Adopt-A-Road/Right-of-Ways Program and performing the litter pick up services, and I agree to release and to save, protect, defend, indemnify and forever hold harmless DOVER TOWNSHIP and any and all of their agents, servants, and employees from any and all liability (including attorney's fees and costs) to them, third parties of their property , or claims of liability arising out of, involving, or in any way connected with the TOWNSHIP Adopt-A-Road/Right-of-Ways Program, regardless of whether the liability or claim of liability against DOVER TOWNSHIP in any suit or action brought on account of such claim of liability or any verdict or judgment entered in any such suit or action on account of any liability or claim of liability of DOVER TOWNSHIP, be, or alleged to be, due to, or, on account of, any negligence of DOVER TOWNSHIP of any and all agents, servants, workmen, and employees.

Date: _____

Signature: _____

EXHIBIT C
DOVER TOWNSHIP
ADOPT A ROAD/RIGHT-OF-WAY PROGRAM
SAFETY BRIEFING REQUIREMENTS

Participants shall hold a safety briefing a minimum of once per year. The briefing will cover the following items:

1. EMERGENCY PROCEDURES

- a.) Provide a First Aid Kit for minor cuts and scrapes. Assign someone to be in charge of this item.
- b.) Insure the group leaders know the location of the nearest emergency facility and how to summon the police or an ambulance.
- c.) If children will be present without their parents you should consider an emergency medical treatment form signed by a parent or guardian.
- d.) You should be aware if any participants have a special medical condition such as an allergy to insect stings and have the proper remedies available.

2. DRESS CODE

- a.) Consider requiring long sleeves, blue jeans or long pants, leather shoes or boots, gloves and hats.

Wearing these articles of clothing will give some protection from plants such as poison ivy and poison oak as well as insect stings from bees, wasps, and hornets.

Caution participants about bee hives in trees along the highway and how to recognize hornet nests. Road signs and guide rails may harbor wasp nests.

Be careful of broken glass and animals like snakes. Leather shoes or boots and gloves will give some protection from these items.

- b.) Dress for the weather. It is easier to take off a jacket if you get too warm than to go for one.
- c.) Safety vest provided by Dover Township **MUST BE WORN ALONG ALL ROAD WAYS.**

3. CONDUCT

- a.) Avoid overexertion and heat problems by drinking water and taking breaks.
- b.) Be aware of unexpected behavior of motorists. Be aware of visibility problems. Group leaders shall visit the site prior to pick-up to inspect for visibility problems and shall notify participants of any discovered.
- c.) Attempt to walk facing on-coming traffic.

- d.) Pick up one side of the road at a time. Vehicles shall remain on the same side of the road as the participants. Never cross over or pick up trash in the traveled roadway.
 - e.) So not sit, stand or jump onto or off of guide rails, drainage pipes or concrete walls. These objects may have sharp and/or jagged edges which could inflict severe cuts.
 - f.) Avoid peak traffic hours, holidays, and inclement weather conditions.
 - g.) Stay clear of construction areas.
 - h.) Avoid all horseplay and demonstrations of any nature.
 - i.) Participants will not possess or drink alcoholic beverages while participating in a litter pick up.
4. KNOW WHAT TO PICK UP AND WHAT TO AVOID
- a.) Avoid touching any potentially hazardous materials such as old car batteries, and any unidentified questionable items, drug paraphernalia (needles) and animal carcasses.
 - b.) Avoid heavy items such as household appliances and furniture.
 - c.) Report the location of the above to the TOWNSHIP so we may arrange for their pick up.

ON THE DAY OF PICK UP

1. Carpool to the litter pickup site.
2. Park vehicles a safe distance from the traveled roadway.
3. Upon arriving at the work site, immediately display the TOWNSHIP official "Litter Crew Ahead" safety signs in advance of pick up sites.
4. Be sure all participants are dressed appropriately and have on a safety vest along road ways.
5. Provide appropriate and adequate adult supervision when youth groups are involved in litter pick up; that is one adult per eight participants between the ages of 16 and 18. Groups using children less than 16 years of age with **ONLY** be permitted to conduct Right-of-Way Clean ups.

EXHIBIT D
DOVER TOWNSHIP
Adopt-A-Road/Right-of-Way Program Conditions

1. Local community organizations, such as civic, social or school groups, will be eligible to adopt a road or right-of-way as will individuals eighteen 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 elected officials or a candidate for public office.
3. The Group will be required to Adopt-A-Road/Right-of-Way or portion thereof for a minimum of two years from the effective date of the agreement. The Agreement may not be assigned to another group or business without the prior written approval of the TOWNSHIP.
4. The minimum age for participation is sixteen years of age when adopting a road and 10 years of age when adopting a right-of-way. Groups with members under the age of 18 must provide a ratio of one adult per eight participants under the age of 18.