

TOWN OF CLARKSTOWN ADOPT-A-SPOT AGREEMENT

The **TOWN OF CLARKSTOWN**, having offices at 10 Maple Avenue, New City, New York 10956, hereafter called the “**Town**”, and the organization known as the following and using the mailing address of:

hereafter called the “**Group**”, recognize the need for and desirability of a more attractive and litter-free location, located at _____,

hereafter known as the “location”, are entering into this Agreement to enable the Group to contribute toward the effort of maintaining the appearance of the location. By signature below, the Group acknowledges the hazardous nature of the activity and agrees to the following terms and conditions:

1. No participants’ vehicles may be parked on the travel lanes or shoulders of a highway while engaged in cleanup or planting activities.
2. Activities permitted are of a beautification nature including, but not limited to, litter pickup, brush control and cutting, tree trimming and planting, maintaining approved vegetation, and minor repairs to soil erosion, rock walls and earth berms.
3. The Group will organize and supervise all activities.

SAMPLE

4. The minimum age of Group members to be eligible for participation in the Adopt-A-Spot program is thirteen (13) years of age.
5. The Group will organize and conduct a “safety briefing.” Each day that work is done in the adopted area, a designated safety person must review the **“Safety Checklist”** (Form **“A”** attached), with the participants and have participants sign the **“Daily Work Party Sign Off”** safety signature sheet (Form **“B”** attached). The designated safety person’s sole responsibility must be assuring the safety of the workers and the traveling public during all maintenance activities at the location.
6. All participants must attend the safety briefing before participating in the field activity. The briefings should be held on-site to ensure that all participants are in attendance.
7. The Group will conduct activities at a frequency, which will enhance the attainment of the goal, which is to provide a park-like appearance at the adopted location and fully comply with the above cited **“Safety Checklist”**. Minimum frequency of regular pickups of yard waste and litter at the Adopt-A-Spot location is once every six (6) weeks and, at rest areas or scenic overlooks, the minimum frequency of regular pickups is weekly. **There will be two (2) mandatory pickups: one (1) between March 15th and April 30th, and one (1) between September 15th and October 15th.**
8. The Group will provide **seventy-two (72) hours notice to the Town Highway Department** as to when they are going to do any work on the adopted location. The Group will dispose of any and all debris that they collect, as per the instructions of the Town Highway Department.

9. Each Group participant, or parent, if participant is less than eighteen (18) years old, will sign and date the “**Adopt-A-Spot General Release**” (Form “**C**” attached) protecting the Town, to be kept on file in the Town Highway Department Office for the duration of the Agreement.

10. The Town Highway Department will furnish and erect Adopt-A-Spot signs at each adopted location, rest area, or scenic spot.

11. This Agreement shall be for a two (2) year period commencing on _____ and terminating at 12:01 a.m., on _____.

Notwithstanding any other provision of this Agreement if, in the sole judgment of the Town, it is determined that the Group is in default for failure to meet the terms and conditions of this Agreement, upon ten (10) days notice, the Town may terminate this Agreement as otherwise provided herein, and take such other action as it deems appropriate.

The Town recognizes the Group as the adopting organization for the location, and the Group accepts responsibility for removing litter and debris and providing planting and maintenance of the location in order to promote a litter-free park-like environment in the community.

The relationship of the Group to the Town arising out of this Agreement shall be that of an independent contractor volunteering to perform services for the Town under the authority of NYS General Municipal Law Section 277 and the Group acknowledges that the Town is not liable for damages suffered by any persons resulting from activities of the Group or its volunteers. Any and all members or employees of the Group under this Agreement, shall be considered agents of the Group, and all claims arising under the Workers' Compensation Law of the State of New York on behalf of said employees while so engaged, and any act or omission on the part of the Group employees while so engaged in any of the work or services provided or rendered herein, shall be the sole obligation and responsibility of the Group. The Group shall secure Workers' Compensation Insurance, for the benefit of, and keep insured during the life of this Agreement, such Group employees engaged therein as are required to be insured by the provisions of the Workers' Compensation Law.

Attached hereto, the Group has provided a Certificate of Participation in Workers' Compensation, (i.e., Form C-105.2 from insurance carrier/or Form U 26.3 from NYS Insurance Fund) as proof of coverage establishing that the Group has complied with Section 57 of Workers' Compensation Law and Section 220 of the Disability Benefits Law.

The Group will, at its own expense and during the term of the "Adopt-A-Spot" program, maintain comprehensive general liability insurance in the amount of one million dollars combined single limit, naming the Town, the County of Rockland, and State of New York, as an additional insured, and provide proof of same.

Said policy shall expressly require thirty (30) days written notice to the Town of the cancellation or material alteration of said policy and the certificate of insurance shall so provide.

The Group, and all of its employees and agents, agree to protect, defend, indemnify and hold the Town of Clarkstown, the County of Rockland, and State of New York, and its officers, employees, and agents and save it harmless from and against any and all losses, penalties, damages, settlements, costs, charges, and professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance thereof. Without limiting the generality of the foregoing, any and all claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, or any other violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any Court, shall be included in the indemnity hereunder, with the exception of claims, if any, caused by the sole negligence of the Town of Clarkstown.

IN WITNESS WHEREOF, the parties hereto have signed the Agreement as herein dated.

TOWN OF CLARKSTOWN

Date: _____

By: _____
George Hoehmann, Supervisor

Date: _____

By: _____
(Name) (Title)

ACKNOWLEDGMENT

STATE OF NEW YORK)
)
COUNTY OF ROCKLAND) ss.:

On the _____ day of _____ in the year 20___, before me, the undersigned, personally appeared **GEORGE HOEHMANN**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as the Supervisor of the Town of Clarkstown, and that by his signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument.

SAMPLE

Notary Public

STATE OF NEW YORK)
)
COUNTY OF ROCKLAND) ss.:

On the _____ day of _____ in the year 20___, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public

**TOWN OF CLARKSTOWN
ADOPT-A-SPOT
SAFETY CHECKLIST**

NO HORSEPLAY

Stay well away from pavement areas and traffic.

No vehicles should stop on roadways or roadway shoulders.

Don't pick up anything that could be hazardous to your health. That includes needles, jagged glass, and animal carcasses or heavy objects. If in doubt, contact the Town Highway Department.

Always face oncoming traffic.

Wear appropriate gloves and long pants on the job. We recommend leather shoes or boots also.

No activity, including the operation of mowing equipment, shall be done on the roadway surface or shoulders.

No horseplay or other activity that will compromise either your safety or distract motorists.

Groups should have a first aid kit available, and transportation should be available at all times for emergencies. Someone in the group should be familiar with CPR techniques in case of emergency.

Avoid overexertion and make arrangements to provide drinking water in hot weather.

Wear eye protection when operating, or in close proximity to, power equipment such as mowers or grass trimmers. Other workers should stay well clear of mowing and trimming operations.

Be sure that areas to be mowed are clear of debris such as rocks, glass and other objects.

Work gloves are recommended when performing all AAS procedures.

Do not walk on guardrails.

Stay off the underside of overhead bridge structures.

Do not lean over bridge railings.

“A”

**TOWN OF CLARKSTOWN
ADOPT-A-SPOT
DAILY WORK PARTY SIGN OFF FORM**

Work Date: _____

Group Name: _____

Group Safety Representative: _____

- No work will begin until ALL signs and cones are in place.
- No crossing of pavement when traffic would have to slow down to accommodate crossing.
- Do not park on the right-of-way.
- All workers will wear proper footwear and long pants.
- Proper eye and hearing protection shall be worn when appropriate.
- The right-of-way must be cleared of litter ahead of any mowing or mechanical brush operation.
- When mowing adjacent to pavement, grass or debris shall not be thrown on pavement or into traffic.
- When working close to the roadway, always have one person watching traffic; work shall progress facing traffic.
- No work will be done on pavement or shoulders.
- Stop working in inclement weather.
- Do not remove hazardous substances—NOTIFY TOWN HIGHWAY DEPARTMENT.
- First Aid Kit must be available.

REMEMBER -- You are working in a dangerous environment -- A PUBLIC AREA NEAR A HIGHWAY!!

I have read and will follow the above Safety Rules:

_____	_____
_____	_____
_____	_____
_____	_____

“B”

**TOWN OF CLARKSTOWN
ADOPT-A-SPOT
GENERAL RELEASE**

KNOW ALL MEN BY THESE PRESENTS, that I,

_____ (Participant's Name)

_____ (Street Address)

_____ (Town, State, Zip)

in consideration of \$1.00, payment of which is hereby waived, and other good and valuable consideration given by the Town of Clarkstown, for myself and my representatives in any capacity, release and discharge the Town of Clarkstown and its officers and employees, their representatives, successors and assigns, from all causes of action, controversies, claims judgments or liabilities I may now have or may hereafter have against said Town and its officers and employees arising out of my group's participation in the Adopt-A-Spot Program pursuant to Town Board Resolution, dated _____.

Participant acknowledges that under the provisions of NYS Municipal Law Section 277, that the Town of Clarkstown is not liable for damages suffered by any persons resulting from activities of the Group or its volunteers in participating in the Adopt-A-Spot Program.

IN WITNESS WHEREOF, I have executed this Release on _____ Date

SAMPLE

(Signature)

(Print Name of Signatory and Title)