

# ADOPT - A - HIGHWAY AGREEMENT

This is an Agreement between:

**THE CORPORATION OF THE TOWNSHIP OF WEST GREY**  
as represented by the Township Public Works Department  
hereinafter called the "Township"

and

\_\_\_\_\_ hereinafter called the "Organization/Family"

WHEREAS, the Organization/Family has expressed a desire to provide clean up services on Township road right-of-ways;

AND WHEREAS, the Township wishes to support and encourage this objective of the Organization/Family.

THEREFORE, in consideration of the terms hereinafter stated, the Township and the Organization/Family agree as follows:

1. The Organization/Family shall provide clean up services by picking up garbage or litter from the right-of-ways to a minimum of 4 kms of road, maintaining both sides of the road of Township Road No. \_\_\_\_\_ at least two times a year between May 1<sup>st</sup> and November 1<sup>st</sup> commencing at the signing of this agreement for a minimum of 2 years.
2. The Organization/Family shall be fully responsible for the activities of its members and volunteer workers and shall provide all transportation, supervision, safety equipment and medical or first aid services required by its members and volunteers while they are performing clean up services within the Township road right-of-ways.
3. The Organization/Family shall ensure that all of its members and volunteers receive the "Adopt-A-Highway - Safety Guidelines" brochure and agree to abide by the rules stated herein.
4. The Organization/Family shall inform its members and volunteers that participation in a road clean up program does not make them employees, agents or contractors of the Township; nor does the Township assume any responsibility for injuries, claims, liabilities, suits or a costs thereof whatsoever arising from the clean up activities undertaken by the Organization/Family and such shall be deemed to be the sole responsibility of the Organization/Family, its members and volunteers.
5. The Organization/Family shall indemnify and save harmless the Township and its employees and agents from any and all claims, demands, actions and cause whatsoever that may arise, directly or indirectly, out of any act or omission of the Organization/Family, its members or volunteers in the performance of clean up services.
6. The Organization/Family and its members shall obey and abide by all laws and regulations relating to safety while they are operating within the road right-of-ways.

*Page Two- Adopt-A-Highway Agreement*

7. The Organization/Family shall ensure that its members and volunteers comply with the following safety rules:
- a) work shall not be carried out on bridges or other structures where there is an apparent risk of injury;
  - b) work shall only be carried out in the areas between the outer edges of the shoulders and the right-of-way boundary on either side of the roadway;
  - c) all workers shall be at least twelve (12) years of age and no persons younger than 12 yrs. shall be permitted on the right-of-way;
  - d) clean up services shall be performed only during daylight hours when the weather is good;
  - e) traffic safety signs shall be placed in accordance with Township requirements whenever clean up services are being performed;
  - f) all participants shall wear appropriate safety apparel while they are on the right-of-way;
  - g) whenever participants encounter closed containers or other items suspected of being hazardous, these items shall be marked with a flag and not touched. The Township Public Works Manager should be notified by the Organization/Family of the location of these hazardous items;
  - h) participants shall ensure that filled trash bags are properly sealed and placed for pick-up on scheduled garbage days or taken to the Township landfill site.
- 8) The Township, will erect highway signs recognizing the Organization/Family's efforts. These signs will be supplied and erected by the Township Public Works staff at either end of the road which is being designated or adopted by the Organization/Family.
- 9) The Township has the right to revoke this agreement at any time if it is not serving the best interests of the Township Public Works Department.

*Page Three - Adopt-A-Highway Agreement*

IN WITNESS WHEREOF the Township and the Organization/Family have caused this Agreement to be signed on their behalf by the persons who have been duly authorized for that purpose.

SIGNED, SEALED AND DELIVERED

Department" The **Township of West Grey** as represented by the "Public Works

PER

\_\_\_\_\_  
Ken Gould, Public Works Manager  
Township of West Grey

\_\_\_\_\_  
Organization/Family

PER

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Signature

ADOPT - A - HIGHWAY RELEASE

WHEREAS \_\_\_\_\_ has solicited volunteers to provide clean up services by picking up garbage or litter from the right-of-way for a minimum of 4 kms of road, maintaining both sides of the road.

of the Township of West Grey Road No. \_\_\_\_\_  
(in the area designated by \_\_\_\_\_)  
between May 1<sup>st</sup> and November 1<sup>st</sup> during each calendar year.

AND WHEREAS the undersigned has volunteered to participate in the clean up program;

AND WHEREAS the work is purely voluntary and without remuneration of any kind.

NOW THEREFORE the undersigned hereby acknowledges that his or her participation in the highway clean up program does not make him or her an employee, agent or contractor of the

Township of West Grey or \_\_\_\_\_;

nor does the Township or \_\_\_\_\_ assume any responsibility for injuries, claims, liabilities, suits or the costs thereof whatsoever arising from the clean up activities undertaken by the undersigned, and such shall be the sole responsibility for the undersigned.

The undersigned, in consideration of being acknowledged as a volunteer in the program, hereby agrees to release the Township and \_\_\_\_\_ from any and all liability relating to the program.

Please Print:

Name: \_\_\_\_\_

Telephone #: \_\_\_\_\_ ( ) \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

Date: \_\_\_\_\_