

*KublerHeurings: 7/22/02
7/29/02*

Goffstown Adopt A Spot Program Program Rules

A. Purpose

The Adopt A Spot Program is developed to give volunteer groups, businesses and citizens of the town of Goffstown an opportunity manage the cleanup of litter from adopted sections of Town maintained roads or properties. The program will allow for greater community involvement in keeping the Town free from litter. Signs will be used to recognize the responsible group. The following rules will be used to administer the program and ensure positive program results. Safety and minimum program requirements each group must follow are outlined in the rules.

B. Definitions

Area: Street, part of road or other town maintained area.

Coordinator: Main contact between the group and the DPW.

DPW: Department of Public Works.

Group: Business, citizen, organization, volunteer.

Group Coordinator: Same as Coordinator defined above

Safety Person: A representative from the Group that has been assigned the responsibilities of safety training and oversight

Town Coordinator: DPW representative administering the program

Participant: Member of a group, including volunteers

C. Applications

1. Each group that would like to participate in the program will submit application through the Department of Public Works. The application will include general information about the group, including but not limited to:

- a. Date of application.
- b. Name of the Group
- c. Mailing address, telephone number of the main contact person of the group.
- d. Number of volunteers expected to participate.
- e. Identification of at least 2 potential areas the organization would like to adopt.

2. The Department of public works will review all applications and deny requests for areas that are already adopted or are deemed inappropriate by the DPW for safety or other reasons. Final decisions regarding all aspects of the Adopt A Spot program are discretionary and are base on the Program Rules and any other considerations deemed pertinent.

D. Contract

1. Once an application is approved and an area is agreed upon by both the group and the DPW a formal contract will be signed outlining all of the requirements of the program. The group will need to follow the minimum requirements outlined in the contract.
2. The Adopt-A-Spot contract will include, but not be limited to, the following:

- a. An acknowledgment of the hazardous nature of roadside work required for litter clean up.
- b. An acknowledgement that the coordinator will distribute all related safety gear and training information as required.
- c. An agreement related to the specific times, frequency, and collection of materials.

E. DPW Responsibilities

1. The DPW will provide the following duties for groups that have accepted the contract terms:
 - a. Provide safety training and equipment (signs, safety vests) to the group coordinator.
 - b. Provide trash bags for the collection event.
 - c. Administer agreements and contracts to ensure all groups get a fair chance at locations requested.
 - d. Provide signs acknowledging area and participation in the program by the group.
 - e. Schedule the pick up of all wastes collected during the event.

F. Groups Responsibilities

1. The group coordinator and its group will be responsible for the following:
 - a. Groups complete all application and operation follow up forms.
 - b. Propose dates and coordinate with the DPW on scheduling events and obtaining required safety gear and training.
 - c. Groups will adopt a spot for a minimum 2 year term.
 - d. Require all individuals involved sign safety orientation sheet the day of each event.
 - e. All group members must understand the Safety Checklist. All items listed on the Safety Checklist are considered part of the agreement terms and rules. A signed Safety Checklist form must accompany the Adopt A Spot Agreement form.
 - f. Each area will be cleaned a minimum of twice per year in both directions.
 - g. Designate a group coordinator to interact with the DPW.
 - h. Place all materials collected in bags that can be sealed and place near the edge of the road or at an agreed location for DPW collection.
 - i. Require minors to have parental consent.
 - j. Provide first aide supplies and response to minor injuries.
 - k. No group member under court order to provide community service can participate in a clean up event.
 - l. Group volunteers and their legal guardians will be required to sign waivers of liability and hold harmless agreements
 - m. The Group, not the Town or its agents, is responsible for the activities of its participants while involved in the program

G. Liability

1. The Group will hold harmless the DPW and its agents from claims arising out of work and services provided, as well as, any and all claims based on the negligence and intentional conduct of any participant. The Group must provide primary insurance coverage for the group, including participants. The Group is responsible for the supervision and activities of its participants as well as, determining the appropriate age of their volunteers.

H. Termination

1. The DPW can in its discretion terminate a group for any of the following reasons:
- a. The group fails to renew its term within 30 days of its termination.
 - b. The DPW discontinues the program.
 - c. Any member of the group engages in unsafe activity.
 - d. The group fails to comply with minimum program standards.

H. Renewal

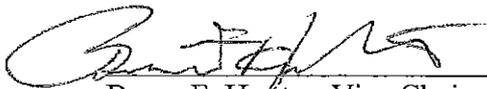
1. The group can renew its agreement in writing for the current location 30 days prior to the end of the contract. If the group wishes to adopt a new location it must be noted on the renewal notification. Any change regarding the groups' coordinator or other contact information must be made at the same time.

J. EFFECTIVE DATE

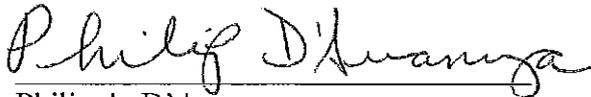
This program shall become effective on March 1, 2003

Board of Selectmen:

Signed: _____
Robert L. Wheeler, Chairman



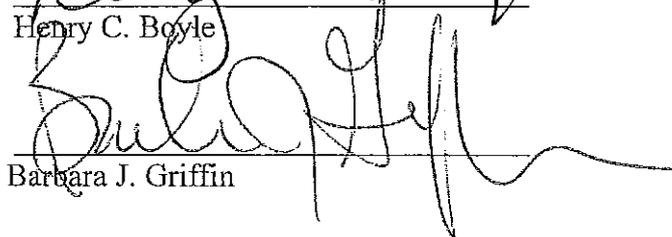
Bruce F. Hunter, Vice Chairman



Philip A. D'Avanza



Henry C. Boyle



Barbara J. Griffin

Adopt-A-Spot

Goffstown Adopt A Spot Program

Agreement Form

Special conditions or changes to this agreement will be reviewed and approved by the Board of Selectmen. This agreement will be modified as required by the Board of Selectmen.

ADOPT A SPOT AGREEMENT

Group Information:

Group Name:			
Address:			
City:	State:	Zip	
Contact Person:			
Daytime Phone:		Nighttime Phone:	
Fax No.		E-mail:	

First Choice:

Area Requested:		
Road Name.	From:	To:
Landmarks:		

Second Choice:

Area Requested:		
Road Name.	From:	To:
Landmarks:		

Name to be listed on the Adopt A Spot sign (max 2 lines, 16 characters each):

--

Number of Volunteers expected per event:

--

Frequency of clean up:

Special conditions requested by Group:

The Department of Public works has the authority to make exceptions to these standard conditions, and also to add special conditions to deal with unique features found on the section of road to be adopted. All exceptions will need the approval of the Board of Selectman. Any modifications to this agreement are contained in the following section:

The Group has read and understands the Goffstown Adopt A Spot program rules and Safety Checklist and acknowledges the requirements of the Group to participate in the program. By signing this contract the Group will hold harmless the DPW and its agents from claims arising out of work and services provided, as well as, any and all claims based on the negligence and intentional conduct of any participant. The Group must provide primary insurance coverage for the group, including participants. The Group is responsible for the supervision and activities of its participants as well as, determining the appropriate age of their volunteers.

For the Town:

For the Adopting Group:

Adopt-A-Spot Coordinator

Name:
I am authorized to sign the agreement for the group.
Phone #: _____

Date	Date
------	------

**TOWN OF GOFFSTOWN, NEW HAMPSHIRE "ADOPT-A-SPOT" PROGRAM
GROUP'S INDEMNIFICATION AGREEMENT AND LIABILITY RELEASE**

Group Name: _____ Telephone: _____

Address: _____ State: _____ Coordinator: _____

As an express condition of the above-named Group's (hereinafter the "Group") authorization to participate in the "Adopt-A-Spot" Program, the Group agrees and acknowledges as follows:

1. The Town of Goffstown, including but not limited to its subdivisions, officials, employees, agents, volunteers and/or representatives, assume no responsibility or liability whatsoever for any property damage, personal injury or death which might occur to any Group member, participant or third person in connection with or arising out of any aspect, activity or function of the "Adopt-A-Spot" program.

2. The Group agrees to indemnify, defend and hold harmless the Town of Goffstown, including but not limited to its subdivisions, officials, employees, agents, representatives and volunteers, from any and all claims, suits, liens or demands to recover damages, losses, expenses, costs or attorney's fees for any and all property damage, personal injury or death which might occur to any Group member, participant or third person in connection with or arising out of any conduct, activity or function of the Group in the "Adopt-A-Spot" program.

3. The Group also agrees and covenants that it will forever discharge, release and hold harmless the Town of Goffstown, including but not limited to its subdivisions, officials, employees, agents, volunteers and representatives, from any claims, demands, liens or suits to recover damages, losses, expenses, costs or attorney's fees for property damage, personal injury or death occurring to any person or entity in connection with or arising out of any aspect, activity or function of the "Adopt-A-Spot" program. It is agreed and understood that the Town of Goffstown, including but not limited to its subdivisions, officials, employees, agents, volunteers and representatives, **ARE NOT LIABLE OR RESPONSIBLE FOR THEIR OWN ACTS OF NEGLIGENCE, I.E. THEIR FAILURE TO USE REASONABLE CARE IN ANY WAY.** This release of liability includes, but is not limited to claims, demands, liens or suits to recover losses, damages, expenses, costs and/or attorney's fees under any and all theories of contribution or indemnification which are recognized at law or in equity.

4. The Group agrees and understands that this agreement shall be binding upon the Group and its assigns, and that the agreement shall be governed by the laws of New Hampshire. The Group also agrees and understands that if any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. The Group agrees and understands that any claims it may bring in connection with, or in any way related to, this agreement against the Town of Goffstown, its subdivisions, officials, employees, agents and/or representatives shall be submitted only to the jurisdiction of the state or federal court in New Hampshire.

5. This Agreement may not be amended, except by a writing signed by the duly authorized representatives of the Town of Goffstown and the Group.

6. The person executing this agreement on behalf of the Group represents that he/she has been duly authorized by the Group to enter into this agreement on behalf of the Group, and that he/she has the authority and power to contractually bind the Group to this agreement. The person executing this agreement on behalf of the Group represents that he/she has read this agreement carefully and fully understands everything that is contained herein.

Group Signature: _____ Date: _____
Duly Authorized Representative

TOWN OF GOFFSTOWN, NEW HAMPSHIRE "ADOPT-A-SPOT" PROGRAM
PARTICIPANT'S ACKNOWLEDGMENT OF RISKS, LIABILITY RELEASE & INDEMNIFICATION AGREEMENT

Participant: _____ Age: _____ Address: _____ State: _____ Telephone: _____

As an express condition of my participation in the "Adopt-A-Spot" Program, I agree and acknowledge as follows:

1. I understand that as a participant in the "Adopt-A-Spot" program, I will be removing trash, litter and other debris from areas which are next to, near and part of busy roadways, and that I will be standing, walking and working in the immediate vicinity of motor vehicle and other traffic. I understand that these activities are **HAZARDOUS** and may result in property damage, personal injury and/or death. I understand that there are inherent hazards and dangers in these activities, including but not limited to: being struck by an oncoming, approaching or passing motor vehicle or other form of transportation, whether it is lawfully or unlawfully operated; working, walking or standing on varying, dangerous and/or difficult terrain; working, walking or standing in adverse, unexpected and/or dangerous weather or road conditions; and encountering debris, obstructions, litter or trash which might be unsafe to handle. I also understand that I will be performing physical outdoor work, and that any such work carries with it inherent hazards and dangers to my person and property. Further, I understand that there may be risks related to my participation in, and presence during, this program which are not known to me or reasonably foreseeable at this time. I hereby assume any and all risks of property damage, personal injury or death arising out of my participation in or presence during any aspect, activity or function of the "Adopt-A-Spot" program.

2. **I AGREE TO RELEASE, FOREVER DISCHARGE AND HOLD HARMLESS THE TOWN OF GOFFSTOWN, INCLUDING BUT NOT LIMITED TO ITS SUBDIVISIONS, OFFICIALS, AGENTS, REPRESENTATIVES, EMPLOYEES, PARTICIPANTS AND VOLUNTEERS, THE "ADOPT-A-SPOT" PROGRAM, AND THE "ADOPT-A-SPOT" GROUP, INCLUDING BUT NOT LIMITED TO ITS PRINCIPALS, DIRECTORS, MANAGERS, REPRESENTATIVES, EMPLOYEES, AGENTS, PARTICIPANTS AND VOLUNTEERS, (ALL OF THE ABOVE ARE HEREINAFTER COLLECTIVELY REFERRED TO AS THE "RELEASEES") FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, SUITS, LIENS, OR DEMANDS TO RECOVER DAMAGES, LOSSES, EXPENSES, COSTS AND/OR ATTORNEY'S FEES FOR PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH WHICH I MIGHT SUFFER IN CONNECTION WITH OR ARISING OUT OF MY PARTICIPATION IN, OR PRESENCE DURING, ANY ACTIVITY, ASPECT OR FUNCTION OF THE "ADOPT-A-SPOT" PROGRAM, REGARDLESS OF HOW OR BY WHOM OR BY WHAT THE PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH WAS CAUSED. I UNDERSTAND THAT THE RELEASEES ARE NOT RESPONSIBLE OR LIABLE FOR THE CONSEQUENCES OF THEIR OWN NEGLIGENCE. THAT IS, THE RELEASEES ARE NOT RESPONSIBLE OR LIABLE FOR THEIR OWN FAILURE TO USE REASONABLE CARE IN ANY WAY.**

3. I further agree to defend, indemnify and hold harmless the Releasees from any and all claims, causes of action, suits, liens and demands to recover damages, losses, expenses, costs and/or attorney's fees for property damage, personal injury and/or death which might occur in connection with, or arising out of, my participation in, or presence during, any activity, aspect or function of the "Adopt-A-Spot" program, regardless of how or by whom or by what the property damage, personal injury and/or death was caused.

4. I understand that this agreement shall be binding upon my heirs, executors, administrators and assigns, and that it shall be governed by the laws of New Hampshire. I understand that if any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. I agree that any claims which I, my heirs, executors, administrators or assigns may bring against the Releasees shall be submitted only to the jurisdiction of the state or federal court in New Hampshire.

5. I represent that I have no health conditions which would be adversely affected by my participation in the "Adopt-A-Spot" program. I authorize the Town of Goffstown, the "Adopt-A-Spot" Group and/or any participant to seek medical attention on my behalf, at my expense, if I am injured and efforts to reach an emergency contact are unsuccessful or impractical under the circumstances.

6. I have carefully read the above paragraphs and fully understand them. I freely and voluntarily enter into this agreement.

Signature: _____

Date: _____

Participant Under 18 Years of Age: As parent/guardian signing this agreement for the above-named minor, I acknowledge and agree that I have carefully read and understand the above paragraphs, and that by signing this liability release on behalf of the minor, I and the minor agree to be bound by all of its terms. I agree to release, indemnify, defend and hold harmless the Releasees from any and all losses, damages, costs, attorney's fees, claims, causes of action, demands, or suits for personal injury, death and/or property damage that may in any way arise out of the minor's participation in, or presence during, any activity, aspect or function of the "Adopt-A-Spot" program. I accept full responsibility for any and all medical expenses which might arise from any and all injuries the minor might sustain as a participant in, or person present during, any aspect, activity or function of the "Adopt-A-Spot" program.

Signature: _____

Date: _____

Goffstown Adopt-A-Spot Program Safety Orientation Form

Group Name:

On behalf of the above named group, I certify that a safety orientation was provided to me/us on this date by the Goffstown Department of Public Works. The following items were discussed:

- a. Each requirement on the attached "Safety Checklist";
- b. The potentially hazardous nature of picking up litter along the sides of Town maintained roads;
- c. The importance of safety at the litter removal site;
- d. The need to review the "Safety Checklist" with all participants prior to each litter removal operation, and obtain a signature on the safety signature sheet.
- e. The Group Coordinator is responsible to train individual participants on proper safety procedures for the clean up event
- f. **Liability:** The Group will hold harmless the DPW and its agents from claims arising out of work and services provided, as well as, any and all claims based on the negligence and intentional conduct of any participant. The Group must provide primary insurance coverage for the group, including participants. The Group is responsible for the supervision and activities of its participants as well as, determining the appropriate age of their volunteers.

Signature of Chairperson:

Date:

Phone #:

Signature of Safety Person:

Date:

Phone #:

Signature of Town Coordinator:

Date:

Goffstown Adopt-A-Spot Program Safety Checklist

- All participants shall attend the safety briefing conducted before each clean up and sign the safety signature sheet.
- No Horseplay.
- All participants shall wear a DPW supplied or approved safety vest during the litter removal operation.
- All participants shall stay away from pavement areas and traffic.
- No participant shall attempt to clean up anything that could be potentially hazardous, including but not limited to, hypodermic needles, animal carcasses, or heavy objects. If in doubt do not touch the object and notify the DPW on the status report.
- No participant shall be under 16 years without written consent from a parent or guardian. Participants must be a minimum of 11 years of age.
- The Group shall provide at least one person 18 years of age or older to supervise every 4 or fewer participants who are between 11 and 16 years of age participating in the litter removal operation.
- The Group may not be accompanied by non-participants while occupying their adopted section of highway.
- No behavior will be tolerated which compromises the safety of the participants or the traveling public.
- The Group shall designate a safety person to be on site during the litter removal operation, who shall have a first aid kit and an adequate supply of potable drinking water.
- The designated safety person shall position themselves in a location which enables them to oversee the safety of all participants.
- No participant shall lean over any railing or structures.
- The Group shall erect and maintain the supplied temporary warning signs. These signs shall be erected within 150 meters (500 feet) in advance of where a clean up is occurring or where they will be visible to oncoming traffic for such a distance.
- Participants shall wear appropriate clothing suited for protection against hazardous objects, insects, and anticipated weather such as long pants, gloves, work boots, and long sleeved shirts. The Town will not provide this gear

- [] The Group shall not clean up litter during hours of darkness, peak traffic, periods of active roadway construction or maintenance, or weather conditions that interfere with visibility.
- [] No participant shall use a tape player, disc player, radio, or other device that might distract the participant, or reduce the ability to see or hear oncoming traffic during the litter removal operation.
- [] Each participant shall notify the designated safety person of any allergies, infirmities, or other conditions that might interfere with his or her ability to participate in a clean up, prior to beginning work.
- [] No vehicle transporting a participant shall be parked on roadway shoulders causing an unsafe condition or poor visibility.
- [] All work shall be performed off the traveled way and shoulder of the roadway.
- [] Group participants shall not consume alcoholic beverages or controlled substances, or be impaired by any such substances while occupying their adopted section.
- [] The Group shall place and seal all litter in trash bags provided by the DPW and place them where designated by the DPW.
- [] If the Group discovers illegal substances during their cleanup, the Group shall leave the substances where found, and notify the local Police, and the DPW or in the "status report", as appropriate.
- [] The Group shall return unused materials and safety supplies furnished by the DPW to the Transfer Station in the condition it was received within two working days following each cleanup.
- [] Following each clean up the Group shall complete a status report and return it to the DPW of Public Works.

I have read and understand the above Safety Checklist and will make sure all member of the group will comply with these requirements.

Group Coordinator:

Signature:

Date:

Phone #:

**Goffstown Adopt-A-Spot Program
Safety Signature Sheet and Status Report**

**TO BE SIGNED BY ALL PARTICIPANTS PRIOR TO EACH LITTER REMOVAL
OPERATION**

Group Name:

Date of Clean Up:

As a participant of the Adopt-A-Spot program along _____
Road Name/Spot

I have been briefed on the potentially hazardous nature of the work and a safety briefing listing the safety points has been conducted. I understand the importance of safety on the job and will take the appropriate precautions.

PLEASE SIGN BELOW AND INCLUDE THE AGE OF ALL PARTICIPANTS BETWEEN THE AGES OF 11 AND 15. A signed parental/guardian permission form is required for each child between the ages of 11 and 15.

Signature: _____

Designated Safety Person:

Date:

Goffstown Adopt-A-Spot Program Clean Up Report

Following each clean up the Group complete a Clean Up Report. The Report needs to be delivered to the Goffstown Department of Public Works office within a week of event completion.

Group Name: _____

Date of Cleanup _____

Road/Spot Name _____

Number of bags filled _____

Number of Miles/Kilometers _____

Hours Spent Cleaning _____

Number of Participants _____

Name of Designated Safety Person _____

In the space below please indicate any large, unusual or hazardous materials found during the clean up and give the approximate location of the material:

Were there any injuries that occurred during the clean up? Yes ___ / No ___ If Yes, please explain:

Are there any comments or suggestions regarding the Adopt-A-Spot Program, or your experience on this particular cleanup?

Signature of the person completing this form: _____ Date: _____

Phone #:

Goffstown Adopt-A-Spot Program Renewal/Termination Form

Group Name: _____ Date: _____

Please check the appropriate section below, sign and date, and mail or fax this form to the address below to renew, change, or terminate your Group's agreement with the department.

(a) _____ **Renewal:** This section to be filled out by Groups wishing to renew their two year agreement for the same section of road/spot:

The Department recognizes the Group as the adopting organization for the section/area located at: _____

and the Group accepts the responsibility of picking up litter on this section/area and promoting a litter-free environment in the community for a period of two years beginning _____, 20__ and ending _____, 20__

(b) _____ **Change:** Please contact me to discuss a change in our agreement.

(c) _____ **Termination:** The group desires to conclude our participation in the Adopt-A-Spot program.

Reason for Termination Request (please detail):

Name of Contact for Group

Street Address

Town/City State Zip

Signature of Contact for Group

Goffstown Adopt-A-Spot Coordinator

Daytime Telephone Number

Date

Date

Please mail or fax the completed application form to:
Town of Goffstown, 404 Elm Street, Goffstown, NH 03045
Please call 497-3617 with questions regarding this form.