

CLINTON COUNTY HIGHWAY DEPARTMENT

ADOPT-A-HIGHWAY AGREEMENT

The Clinton County Highway Department, having offices at 736 Route 3, Plattsburgh, New York 12901, hereafter called the "Department", 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 County highway r.o.w. segment as described in the Highway Work Permit, hereafter called the "segment" and are entering into this Agreement to enable the Group to contribute toward the effort of maintaining the appearance for the segment. By signature below, the Group acknowledges the hazardous nature of the activity and agrees to the following terms and conditions:

1. No work of any nature will be performed on the pavement or shoulders of the travel lanes.
2. No participants' vehicles may be parked on the travel lanes or shoulders of a highway.
3. Activities permitted are of a roadside maintenance nature including, but not limited to, litter pickup, mowing, brush control and cutting, tree trimming and planting, and maintaining approved vegetation, except as modified by the Department.
4. The Group will organize and supervise all activities.
5. Hours of work will be between the hours of 8:00 a.m. and 5:00 p.m.
6. 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 and have participants sign the safety signature sheet. The designated safety person's sole responsibility must be assuring the safety of the workers and the traveling public. The Department will provide a representative to present the safety briefing for the first meeting and after that a designated person from the Group will conduct such briefings. 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. Participants must wear Department approved orange safety gear including orange shirts or vests and approved protective headgear. The Department will provide orange shirts or vests and headgear. The Group may provide to itself, Department approved safety gear. The Group will pick up supplies and materials from the Department during normal working hours. Unused materials and supplies will be returned to the Department during normal working hours within one week following each field activity.

8. The Department will provide for disposal of collected waste from locations specified in the permit.

9. The Group will conduct activities at a frequency which will enhance the attainment of the goal which is to provide a park-like appearance along the adopted facility. Except as modified by the Clinton County Highway Superintendent, minimum frequency of pickup along highways is four (4) times a year with the first pick up occurring in the April - May "spring clean up" time period.

10. The Group will obtain a Highway Work Permit from the Clinton County Highway Department. The Department will waive the permit fee and each group participant (or parent or guardian if participant is 12 to 18 years old) will sign and date the "Acknowledgement of Statutory Limit on Liability" found in Section 277 of the General Municipal Law, to be kept on file in the Department for the duration of the Highway Work Permit.

11. The Department will publicize the execution of this Agreement and will highlight it at various periods thereafter.

12. The Department will furnish and erect Adopt-A-Highway signs at the beginning of each adopted highway segment.

13. This Agreement shall be for a two year period commencing on _____, 20__, and terminate at 12:01 a.m. on _____, 20__.

Notwithstanding any other provision of this Agreement, the Clinton County Highway Superintendent may terminate this Agreement at any time upon delivery of notice of termination to the Group.

The Department recognizes the Group as the adopting organization for the segment and the Group accepts the responsibility of picking up litter on the adopted facility and of promoting a litter-free environment in the community for the term of this agreement.

The relationship of the Group to the Department arising out of this agreement shall be that of an independent contractor. 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 Worker's 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 the 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 employees engaged therein as are required to be insured by the provisions of the Worker's Compensation Law.

The Group hereby agrees to indemnify, save and hold harmless the Department and all its agents and employees from any and all claims, demands, actions, or causes of action or whatsoever nature or character arising out of or by reason of the execution or performance of work and services provided for herein and further agrees to defend at its own cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising hereunder as set forth under Section 277 of the General Municipal Law.

The Group acknowledges that, pursuant to Section 277 of the General Municipal Law, notwithstanding any inconsistent provisions of law, the County and its employees shall not be liable for damages suffered by any person resulting from the actions or activities as such volunteers or groups pursuant to this Agreement.

CLINTON COUNTY HIGHWAY DEPARTMENT

Highway Superintendent

Date

Name of Group

Signature of Group Leader

Date

Group Leader's Name & Title
(Please Print)

Group's Adopt-A-Highway Coordinator
(Please Print)

Date

Coordinator's Day Phone: () _____

Coordinator's Night Phone: () _____

CLINTON COUNTY HIGHWAY DEPARTMENT

ADOPT-A-HIGHWAY AGREEMENT

DATA SHEET

GROUP NAME: _____

ADDRESS: _____

1ST CONTACT PERSON:

2ND CONTACT PERSON:

Name: _____

Name: _____

Address: _____

Address: _____

Home Phone: _____

Home Phone: _____

Work Phone: _____

Work Phone: _____

SITE LOCATIONS: Include route number or highway name, nearest cross streets, mile marker numbers if known, closest landmarks if any.

Total Miles: _____

Number of Group Participants: _____

Dates of Commitment: _____ to _____

Date Safety Training Performing: _____

CLINTON COUNTY HIGHWAY DEPARTMENT

ACKNOWLEDGEMENT OF RECEIPT OF SAFETY BRIEFING

I, the undersigned, acknowledge that I received a safety briefing conducted on _____ by the County Highway Department's Safety Officer, in accordance with the Clinton County Highway Department's Policy and Procedures and Adopt-A-Highway Agreement.

I further acknowledge that I understand the same as was explained and agree to conduct a safety briefing with all participants prior to any field activity in accordance with the aforementioned program.

Date

Group Safety Leader

Group Name

Date

Safety Officer
Clinton County Highway Department

CLINTON COUNTY HIGHWAY DEPARTMENT
ACKNOWLEDGEMENT OF STATUTORY LIMIT ON LIABILITY

The undersigned hereby acknowledges and understands that Section 277 of the General Municipal Law provides as follows:

"Notwithstanding any inconsistent provisions of law, the County and its employees shall not be liable for damages suffered by any person resulting from the actions or activities of such volunteers or groups."

Participant's Signature

Parent/Guardian's Signature
(Required if Participant is 12
to 18 years of age)

Date

Date