



Warrington TOWNSHIP
Adopt-a-Road Program
TOWNSHIP Equipment Receipt

Item Received Quantity

1 Orange Safety Vests _

2 Litter Crew Ahead Signs _

3 Litter Pick-up Bags _

Received by: _____

Signature: _____

Date: _____

WARRINGTON TOWNSHIP

Adopt-A-Road

Program Fact Sheet

The Adopt-A-Road program reinforces Warrington TOWNSHIP's litter pick up efforts by involving citizens across the TOWNSHIP in the anti-litter efforts. The program serves as an educational tool to make people aware of the litter problem and serves to provide clean well cared for highways for the TOWNSHIP's citizens and highway users. The program allows groups or individuals to become special "caretakers" of portions of TOWNSHIP roads.

- Adopting groups must sign an agreement with the TOWNSHIP.
- Groups must agree to adopt at least two-mile portions of a TOWNSHIP road or in the event a TOWNSHIP road is less than two miles, the entire length of the road. The TOWNSHIP must agree that the road is suitable for adoption.
- Groups must agree to pick up litter at least four times a year. The agreement runs for two years. It will renew automatically unless either party chooses to terminate it.
- Safety is a top priority. Group leaders must read and use safety materials provided by the TOWNSHIP and Group Leaders must conduct safety meetings with group members before each pick up.
- All participants must wear orange safety vests and must post "Litter Crews Ahead" signs during scheduled pick-up periods. Vests and signs are provided by TOWNSHIP to group leaders.
- TOWNSHIP will post two signs (one in each direction) naming the adopting group or individual on the adopted portion of road.
- Participants must be at least 16 years old. Participants under 18 must be accompanied by adults.
- Any civic-minded groups or individuals may participate, with the exception of those representing elected officials or candidates for public office.

WARRINGTON TOWNSHIP

Adopt-A-Road

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:
Warrington TOWNSHIP Adopt-A-Road
852 Easton Rd
Warrington, PA 18976

Warrington TOWNSHIP Adopt-A-Road Agreement

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

with its address at

hereinafter called the APPLICANT.

BACKGROUND:

1. In order to rid the TOWNSHIP road of litter and to improve the environment, the TOWNSHIP has established an anti-litter program known as "Adopt-a-Road" (the Program), in which volunteer groups adopt a road, or portion thereof near their community, in order to pick up litter.
2. The APPLICANT desires to participate in the TOWNSHIP's Adopt-a-Road 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 attached exhibits, the APPLICANT adopts a township road 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 of 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. Orange safety vests, 2. Two Litter Crew Ahead Signs, 3. and access to or a copy of the Pennsylvania Department of Transportation film for Adopt-A Highway Volunteer and Sign Installation for Adopt-A-Highway. The TOWNSHIP shall also provide the APPLICANT's group leader with litter pick up bags.
4. (A) The APPLICANT will conduct litter pickup at the Site as set forth in Exhibit A a minimum of four times per year or more often if deemed necessary, subject to at least one week's written notice to the TOWNSHIP Road Superintendent and receipt of approval.

(B) The APPLICANT shall schedule one of the four litter pickups in April to coincide with Keep Pennsylvania Beautiful Month and one litter pickup in October prior to the winter season. The APPLICANT shall not conduct any litter pickups on busy holidays or holiday travel weekends or preceding days such as the Wednesday before Thanksgiving, Thanksgiving Day, the Monday following Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Day, Fourth of July or a Fourth of July weekend (Friday to Monday), Easter weekend (Friday to Monday), Memorial Day or a Memorial Day Weekend (Friday to Monday). 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 guidelines 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 and the Pennsylvania Department of Transportation training films referenced in 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 pickup. 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 to and made a part of this Agreement.

7. Prior to each scheduled pickup, the TOWNSHIP will supply the APPLICANT with adequate numbers of safety vests and plastic trash bags

8. If the APPLICANT cannot dispose of any or all filled trash bags, the TOWNSHIP, through the Township Road Superintendent's Office, 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. The APPLICANT shall be responsible for the replacement of the name plate sign except when made 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. These 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.

(A) The TOWNSHIP shall have the right to terminate this Agreement for any reason at any time by providing written notice to the APPLICANT.

(B) 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.

11. Any written notice to the TOWNSHIP by the APPLICANT shall be directed to Warrington TOWNSHIP, Adopt-A-Road Program, 852 Easton Road, Warrington,

PA 18976. Any notice to or, communication with the APPLICANT shall be to the authorized signatory of this Agreement at the address above shown.

12. The APPLICANT, by entering into this Agreement, certifies that it does not represent an elected official or candidate for public office.

13. 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.

14. The TOWNSHIP requires the APPLICANT to separate and recycle appropriate materials and the APPLICANT agrees to so comply.

15. The APPLICANT agrees to comply with the Contractor Integrity Provision clause which is attached as Exhibit E and made a part of this agreement.

16. The APPLICANT agrees to comply with Exhibit F which is attached hereto and made a part hereof and which references the "provisions concerning the Americans with Disabilities Act."

17. This Agreement constitutes the entire understanding between the parties. IN WITNESS WHEREOF, the parties have executed this Agreement, effective on the date written above.

ATTEST:

WARRINGTON TOWNSHIP BOARD OF SUPERVISORS, CHAIRMAN

DATE:

ATTEST:

APPLICANT

DATE:

I (name) _____, further certify that I am fully

authorized to execute this Adopt-A-Road Agreement on behalf of the person(s), business organization, community association, corporation, or other organization participating in the litter pick up activities.

EXHIBIT A
WARRINGTON TOWNSHIP
Adopt-A-Road
ROAD ASSIGNMENT

County: _____

TOWNSHIP: _____

APPLICANT: _____

Roadway assigned to APPLICANT:

Roadway Segment assigned: (Description of Assigned Roadway or Segment)

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

EXHIBIT B

WARRINGTON TOWNSHIP Adopt-A-Road 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 Program.

I _____ understand that participation in the Warrington TOWNSHIP Adopt-A-Road Program litter pick up involves 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. sight distance impairments,
3. weather conditions,
4. potential exposure to harmful or hazardous materials,
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 further acknowledge I have viewed the Pennsylvania Department of Transportation film for Adopt-A-Highway Volunteer and Sign Installation for Adopt-A-Highway. 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 Program and performing the litter pick up services, and I agree to release and to save, protect, defend, indemnify and forever hold harmless WARRINGTON 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 Program, regardless of whether the liability or claim of liability against WARRINGTON 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 WARRINGTON TOWNSHIP, be, or alleged to be, due to, or, on account of, any negligence of WARRINGTON TOWNSHIP of any and all agents, servants, workmen, and employees.

Date: _____

Signature: _____

EXHIBIT C

WARRINGTON TOWNSHIP

Safety Requirements

Participants shall:

Know emergency procedures such as the location of the nearest emergency facility and how to quickly summon the police or an ambulance. Group leader should have pre-tested and functioning portable telephone at litter pick up site during the entire activity.

Provide their own First-Aid Kit, and include kit with other supplies during litter pickups.

Avoid overexertion and heat problems by drinking water and taking breaks.

Carpool to the litter pickup site.

Wear the recommended attire: long sleeves, blue jeans or long pants, leather shoes or boots, and gloves.

Be careful of contact with poison plants, bees, wasps, hornets, fire ants, and snakes. The recommended attire will usually prevent irritations from most plants.

Pay special attention to the handling of broken glass. Participants must be careful not to step or kneel on broken glass.

Be aware of visibility problems. Group leader shall visit site prior to pick-up to inspect for visibility problems and shall notify participants of any discovered.

Be prepared for any unexpected behavior of motorists.

Park vehicles a safe distance from the traveled roadway.

Attempt to walk facing oncoming traffic.

Not stand or jump on guide rail, drainage pipes or, concrete walls.

Pickup one side of the roadway at a time. Vehicles shall remain on the same side of the road as the participants.

Never cross over or pickup trash on the traveled pavement.

Upon arriving at the work site, immediately display two TOWNSHIP official "Litter Crew Ahead" safety signs in advance of pickup site.

Not possess or drink alcoholic beverages.

View the Penn DOT safety training film.

Conduct at least one safety orientation meeting during the year.

Provide appropriate and adequate adult supervision when youth groups are involved in litter pickup; that is one adult per eight participants between the ages of 16 and 18. Avoid peak traffic hours and extreme inclement weather conditions.

EXHIBIT C, continue

Stay clear of all construction areas.

Conduct pre-pickup safety talks.

Avoid all horseplay or demonstrations of any nature on the right of way.

Wear the safety vest provided by the TOWNSHIP.

Avoid, do not disturb and report to TOWNSHIP any potentially hazardous materials such as old car batteries, any unidentified questionable items and animal carcasses.

Be aware of all known allergies of volunteers before participation.

Review all TOWNSHIP provided safety materials and with your group leader conduct a safety orientation and review of materials prior to each scheduled litter pick up.

EXHIBIT D

WARRINGTON TOWNSHIP

ADOPT-A-ROAD CONDITIONS

1. Local community organizations, such as civic, social or school groups, will be eligible to adopt a highway as will individuals eighteen (18) years of age 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 official or candidate for public office.
3. The Group will be required to Adopt-a-Road or portion thereof, or interchange area for at least 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. Groups with members between the ages of sixteen and seventeen must be supervised by adults eighteen years of age or older in the ratio of one adult per eight participants between ages sixteen and seventeen whenever there is a litter pickup. No person under the age of sixteen will be permitted to perform litter pickup of any TOWNSHIP road.

EXHIBIT E

WARRINGTON TOWNSHIP

CONTRACTOR INTEGRITY PROVISIONS

1. Definitions:

1. Confidential information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.
2. Consent means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this agreement.
3. Contractor means the individual or entity that has entered into this agreement, with the Commonwealth, including directors, officers, partners, managers, key employee, and owners of more than a five percent interest.
4. Financial interest means:
 1. Ownership of more than a five percent interest in any business; or(2) holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
 1. Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
 2. The contractor shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.
3. The contractor shall not disclose to others any confidential information by gained virtue of this agreement.
4. The contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth.
5. The contractor shall not, in connection with this or any other agreement with the Commonwealth, directly

or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth.

6. Except with the consent of the Commonwealth, neither the contractor nor anyone in privity with him or her shall, accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person, in connection with the performance of work under this agreement except as provided therein.

7. Except with the consent of the Commonwealth, the contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.

8. The contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.

9. The contractor, by execution of this agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he or she has not violated any of these provisions.

10. The contractor, upon the inquiry or request of the inspector General of the Commonwealth or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information any type or form deemed relevant by the inspector General to the contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the contractor's business or financial records, documents or files of any type or form that refer to or concern this agreement. Such information shall be retained by the contractor for a period of three years beyond the termination of the contract unless otherwise provided by law.

11. For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

EXHIBIT F

WARRINGTON TOWNSHIP

PROVISIONS CONCERNING THE *AMERICANS WITH DISABILITIES ACT*

During the term of this contract, the APPLICANT agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of The *Americans with Disabilities Act*, 28 C. F. R. §35.101 et seq. the APPLICANT understands and agrees that no individual with a disability

shall, on the basis of the disability, be excluded from participation In this Contract or from activities provided for under this contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "*General Prohibitions Against Discrimination*,ö 28 C. F. R. §35.130, and all other' regulations promulgated under Title II of The *Americans with Disabilities Act* which are applicable to the benefits, services, programs and activities provided by the TOWNSHIP through contracts with outside contractors.

2. The APPLICANT shall be responsible for and agrees to indemnify and hold harmless the TOWNSHIP from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of paragraph 1, above.