

**THE CORPORATION**

**OF THE**

**TOWNSHIP OF GEORGIAN BLUFFS**



**ADOPT-A-ROAD AGREEMENT**

## **ADOPT-A-ROAD AGREEMENT**

This is an agreement between:

**The Corporation of the Township of Georgian Bluffs**  
Hereinafter called the "Township"

And

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Hereinafter called the "Person(s)/Organization":

WHEREAS the Person(s)/Organization has expressed a desire to provide clean up service on Township roadway right-of-ways;

AND WHEREAS the Township wishes to support and encourage this objective of the Person(s)/Organization;

NOW THEREFORE, in consideration of the terms hereinafter stated, the Township and the Person(s)/Organization agree as follows:

1. The Person(s)/Organization shall provide clean up service by picking up garbage or litter from the right-of-way of the Township roadway known as:  

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2. The Person(s)/Organization 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 roadway right-of-way.
3. If the Person(s)/Organization is a group or organization then it shall select an authorized group representative who is nineteen (19) years or older (the "Authorized Representative"), and identify that individual to the Township in writing prior to conducting each clean up event.

3. The Person(s)/Organization shall ensure that all of its members and volunteers receive the "Adopt-A-Road" program brochure and shall agree to abide by the rules stated herein.
4. The Person(s)/Organization shall inform its members and volunteers that participation in a highway cleanup 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 cross thereof whatsoever arising from the cleanup activities undertaken by the Person(s)/Organization and such shall be deemed to be the sole responsibility of the Person(s)/Organization, its members and volunteers.
5. The Person(s)/Organization 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 Person(s)/Organization, its members or volunteers in the performance of clean up services.
6. The Person(s)/Organization and its members shall obey and abide by all laws and regulations relating to safety while they are operating within the roadway right-of-way.
7. The Person(s)/Organization 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) the Authorized Representative shall:
    1. be present at the clean-up site whenever workers are present;
    2. provide signed Adopt-A-Road Release forms to the Township for every worker who will be present at any time at the clean-up site;
    3. provide overall supervision for the clean-up work and ensure all workers comply with the Adopt-A-Road policy;
    4. make arrangements for the supply and return of safety equipment and unused clean up materials with the Township Roads Superintendent;
    5. arrange a suitable pickup time and location for filled and sealed garbage bags with the Township Roads Superintendent;
    6. notify the Township Roads Superintendent of any items too large to be placed in a garbage bag;
    7. provide any required deposit and/or payment to the Township for missing or damaged safety equipment;

- (d) the Person(s)/Organization shall supply (1) adult supervisor for every five volunteer workers less than 18 years old. One such supervisor may be the Authorized Representative;
  - (e) clean up services shall be performed only during daylight hours and only when the weather is good;
  - (f) traffic safety signs shall be placed in accordance with Township requirements whenever clean up services are being performed;
  - (g) workers who encounter closed containers or other items suspected of being hazardous, shall not touch them, but shall conspicuously mark their location. Participants shall inform the Authorized Representative, who shall inform the Township Public Works Superintendent of the location of these potentially hazardous items;
8. The Person(s)/Organization shall carry out litter pick-ups at least twice yearly (e.g. May and August).
  9. The Township's Public Works Superintendent shall be notified at least one week in advance when the Person(s)/Organization is planning a litter pick-up day.
  10. The Person(s)/Organization shall make arrangements for off road parking or shuttle bus-type travel to the worksite and shall ensure that all vehicles required at the worksite are parked at least one metre from the edge of the pavement.
  11. The Township will erect roadway signs recognizing the Person(s)/Organization's efforts. These signs will be supplied and erected by the Public Works Department staff at either end of the road which is being designated or adopted.
  12. The Township has the right to revoke this agreement at any time if it is not serving the best interests of the Township.
  13. The Person(s)/Organization agrees that in the event that any of the retrieved items may be unable to be picked up due to non-business days that these items will be kept by the Person(s)/Organization until the first regular business day.
  14. This agreement to come into effect on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, and will be in effect for 5 years.

IN WITNESS WHEREOF the Township and the Person(s)/Organization 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** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**The Corporation of the Township of Georgian Bluffs**

PER **Niall Lobley**

Acting CAO

Signature \_\_\_\_\_

Dated \_\_\_\_\_

\_\_\_\_\_ (the Organization or Group)

PER Authorized Representative \_\_\_\_\_ (print name)

Signature \_\_\_\_\_

Dated \_\_\_\_\_