

Terms & Conditions

This permit must be in the possession of the Permittee at all times and must be shown to any employee of the City of Greenville (CITY) or law enforcement upon request. The permit shall expire 2 years from the date of issue. The following terms and conditions apply while picking up litter.

The Group acknowledges the potentially hazardous nature of the work and agrees to the following:

- The Permittee shall understand that their application to participate in the Adopt-A-Street Program shall be denied if the Group advocates violence, violation of the law, or discrimination based upon race, religion, color, national origin, ancestry, physical handicap, medical condition, age, sex, or sexual orientation.
- The Group shall also refrain from wearing clothing that could distract a motorist or from carrying banners, flags or other advertisements that may call undue attention to their clean-up activities.
- The Group shall wear safety vest(s) during pickup.
- Notify CITY at least 48 hours prior to schedule a pick-up and obtain supplies and material from the Department during regular business hours.
- Not park vehicles on the roadway portion of city streets, state routes, freeways, expressways or throughways. "Roadway" is defined as the portion of a roadway improved, designated or ordinarily used for vehicular traffic. Permittees are also prohibited from parking on the berm or shoulder of the road.
- Utilize traffic control devices provided by CITY at all times and in the manner specified by CITY. All participants must wear brightly colored vests provided by CITY.
- Have adequate adult supervision for groups containing personnel less than 18 years of age, with an adult to minor ratio of one adult for each four persons under 18. Persons under age 12 are prohibited from participation.
- Only work from 1 hour after sunrise to 1 hour before sunset. No work shall be performed under conditions of restricted visibility.
- Use extra precautions while working on the right-a-way if groups contain persons with disabilities. The group will have to determine what type of precaution will be necessary.
- Not hire, pay or contract with another group or professional company to perform the work along the designated adopted section. Groups may partner with another group, but may not pay that group to perform the pickup.
- Not pay employees of businesses or commercial establishments, but may sign up employees as volunteers to perform the litter pick up.
- Receive safety training, and sign & initial the release, wavier and indemnification agreement before they are permitted to participate in a litter pickup.
- Not interfere with the safe and convenient use of the roadway by the traveling public. Groups shall not distract the motorist attention from the roadway and cause an unsafe condition.
- Conduct a tail-gate safety review before beginning each litter pickup.
- Pickup on one side of the road at a time.
- Pick up litter a minimum of four times a year.
- Be required to pick up litter when the appearance of the adopted section is objectionable.

The CITY agrees to accomplish the following:

- Place permanent signs at each section to identify Group/Program.

CITY will temporarily suspend a group's permit when a construction project is within the adopted area.

**City of Greenville
Adopt-A-Street Program
Release Form**

This release is executed on _____, 20 ____, by (name of group) _____ and its members whose signatures appear below (hereinafter referred to collectively as “**Releasors**”).
 In consideration of being granted a litter pick up permit to participate in the City of Greenville’s Adopt-A-Street Program, for the section of roadway known as _____ (route), from mile marker _____ to _____, or interchange _____

Releasors, being of lawful age, for themselves and their personal representatives, heirs, and next of kin, hereby release, waive, and discharge the City of Greenville, Greenville, Ohio, and its officials, employees, and/or agents, (hereinafter referred to collectively as the “**City**”) from all liability to the **Releasors** and their personal representatives, assigns, heirs and next of kin for all loss or damage, and from any and every claim or damage therefore, on account of injury to persons or property, or resulting in the death of any of the **Releasors**, while the **Releasors** are picking up litter in, or otherwise occupying, the **City’s** right of way for that section of roadway noted above.

Releasors assume full responsibility for and risk of bodily injury, death or property damage while picking up litter in, or otherwise occupying, the **City’s** right of way. **Releasors** agree to indemnify the **City** from any loss, liability, damage or cost the **City** may incur due to the presence of **Releasors** in or on those sections of the **City’s** right of way as noted above.

In no event shall the **Releasors** be considered the agents or employees of the City of Greenville, Greenville, Ohio.

Releasors, being of lawful age, in consideration of being permitted to participate in the Adopt-A-Street Program, do for themselves, their heirs, executors, administrators, and assigns, hereby release and forever discharge the **City** from any and every claim, demand, action or right of action, of whatsoever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death and/or property damage resulting or to result from any accident which may occur as a result of participation in the Adopt-A-Street Program.

Releasors agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Ohio and that if any portion of the agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Releasors further state that they have carefully read the above **Release** and know the contents of the **Release** and signs this **Release** as their own free act.

This **Release** contains the entire agreement between the parties to this agreement, and the terms of this **Release** are contractual and not a mere recital.

RELEASORS: Date _____

Name	Phone Number	Safety training completed (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**City of Greenville
Adopt-A-Street Program
Parent/Guardian
Consent and Release Form**

This Consent and Release is executed on this _____ day of 20____, by (name of parent or legal guardian) _____, (hereinafter referred to as the “**Releasor**”) for (name of minor) _____ whose address is _____ and date of birth is _____.

Minor children under the age of 12 are not permitted to participate in the Adopt-A-Street program. The release is intended for minors 12 to 18 years of age.

As the parent or legal guardian of (name of minor) _____, **Releasor** hereby agrees to permit (name of minor) _____ to participate in the Adopt-A-Street Program (“**Program**”) through (name of group) _____ and sponsored by the City of Greenville, Greenville, Ohio (hereinafter referred to as the “**City**”).

In consideration for (name of minor) _____’s participation in the **Program**, **Releasor**, being of lawful age, hereby releases, waives, and discharges the **City** from all liability to the **Releasor** and the named minor child, their personal representatives assigns heirs and next of kin for all loss or damage, and from any and every claim or damage therefore, on account of injury to persons or property, or resulting in the death of the minor child, while the minor child is picking up litter as a part of, or otherwise participating in, the Adopt-A-Street Program.

In no event and for no purpose shall (name of minor) _____ be considered an employee of the City of Greenville, Greenville, Ohio, during any or all parts of the **Program**.

Releasor assumes full responsibility for and risk of bodily injury, death or property damage while the minor child is picking up litter as a part of, or otherwise participating in, the Adopt-A-Street Program.

Releasor, in consideration of (name of minor) _____ being permitted to participate in the Adopt-A-Street Program, does him/herself, their heirs, executors, administrators, and assigns, hereby release and forever discharge the **City** from any and every claim, demand, action or right of action, of whatsoever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death and/or property damage resulting from any accident which may occur as a result of participation in the Adopt-A-Street Program.

Releasor agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Ohio and that if any portion of the agreement is held invalid, it is agreed that the balance shall; notwithstanding, continue in full legal force and effect.

Releasor further states that they have carefully read the above **Release** and know the contents of the **Release** and signs this **Release** as their own free act.

This **Release** contains the entire agreement between the parties to this agreement, and the terms of this **Release** are contractual and not a mere recital.

Date: _____

Releasor

Parent or Legal Guardian for:

Name of minor

Adopt-A-Street Safety Briefing

Volunteers should always have a “tailgate” safety briefing before going to the job site. Please use the outline below to ensure all important topics are covered.

1. What should crew members wear?

- θ Light colored clothing and safety vests at all times when working on the right-of-way.
- θ Heavy work gloves.
- θ Work type shoes or boots with ankle support. Tennis shoes and sandals are not recommended.
- θ Wear a hat and long sleeves to avoid sunburn. Use a sunscreen lotion.
- θ Have plenty of ice water at the work site.

2. Where should crew members park their vehicles?

- θ Park all vehicles well clear of the roadway and at least ten feet (if possible) from the traveled portion.
- θ Keep the vehicles on the same side of the roadway as the volunteers.
- θ Car-pool to the site to reduce the number of parked vehicles.

3. What is the best way to protect workers from traffic?

- θ Always face oncoming traffic while you work.
- θ Work together as a group. Do not separate.
- θ Do not work when it is foggy or when the roadway is slippery from being wet or icy.
- θ Work during daylight hours only.
- θ Post a reliable lookout person to be aware of traffic situations. Equip that person with a whistle. Be prepared to move out of the way in an emergency.
- θ Do NOT cross traveled sections of the roadway.
- θ Make sure signs are set up properly.
- θ Avoid wearing headset radios or tape players which could interfere with your hearing oncoming traffic or other potential hazards.

4. What are the limits of the pickup areas?

- θ Do NOT pick up items on the traveled roadway.
- θ Don't pick up trash in the median (center) of four-lane, divided roadways.
- θ Stay at least five feet back from the traveled portion of the roadway to pick up trash.

5. What should crews stay away from?

- θ Don't attempt to remove known or suspected toxic, hazardous substances, firearms, or other weapons. Notify CITY (548-1819) or the Greenville Police Department (548-1103) of the location of such items immediately.
- θ Stay away from suspected meth lab dump sites (red stained coffee filters, concentration of house hold cleaning bottles, propane tanks, etc...). Mark the area and notify CITY (548-1819) or the Greenville Police Department (548-1103) of the location immediately.
- θ Don't pick up discarded syringes or hypodermic needles.
- θ Be alert for places where snakes may be located-around old logs and in tall grass. Avoid these areas!
- θ Be equally alert for stinging insects, especially fire ants.
- θ Avoid contact with poison ivy, poison oak, and other noxious weeds.
- θ Don't attempt to handle large, heavy objects or pick up dead animals.
- θ Don't attempt to pick up items on bridges or overpasses. These areas are especially dangerous to pedestrian workers.
- θ Stay well clear of any mowing operations or other maintenance and construction activities.
- θ Do NOT wander onto private property.

6. What should we do in case of an emergency?

- θ Every crew should carry a first aid kit and a cell phone. Be prepared for a serious injury. Know the route from the work area to a hospital or other treatment center.
- θ Every crew should have transportation immediately available.