

**SUFFOLK COUNTY DPW ADOPT-A-HIGHWAY**  
**PROGRAM AGREEMENT**

**This Agreement**, dated \_\_\_\_\_, is made between:

The Suffolk County Department of Public Works a governmental subdivision of the State of New York with administrative offices located at 335 Yaphank Avenue, Yaphank, New York 11980 ("DEPARTMENT"), and \_\_\_\_\_  
\_\_\_\_\_ having an address of  
\_\_\_\_\_ ("ORGANIZATION")

**Whereas**, both parties recognize the need and the desirability of litter-free and visually enhanced County property and highways; and

**Whereas**, both parties also recognize that public input and participation is essential for improving the cleanliness and appearance of Suffolk County property and highways; and

**Whereas**, in order to achieve these goals, the Suffolk County Adoption Program has been established by a vote of the Suffolk County Legislature with the approval of the Suffolk County Executive for community groups, civic organizations, not-for profit organizations, private businesses and industries to contribute toward the effort of maintaining cleaner and more beautiful highways and public grounds;

**Now Therefore**, as a reflection of their civic pride and duty, the Organization, in consideration of recognition by the Department of their valuable contribution to the improvement to the general public welfare of Suffolk County, as further indicated by their signatures on this Agreement, agree to maintain the highway and/or spot more fully described in Schedule "A" attached to this Agreement in strict accordance with the standards and requirements established by Exhibit "1" attached to this Agreement; and

**This Agreement** having been fully signed on the date written above.

\_\_\_\_\_  
[Organization Name]

SUFFOLK COUNTY DEPARTMENT OF  
PUBLIC WORKS

By:\_\_\_\_\_

By:\_\_\_\_\_

\_\_\_\_\_  
[Printed Name & Title]

\_\_\_\_\_  
[Printed Name & Title]

(\_\_\_\_\_)\_\_\_\_\_ - \_\_\_\_\_ (Cell Phone)

(\_\_\_\_\_)\_\_\_\_\_ - \_\_\_\_\_ (Land Phone)

\_\_\_\_\_ @ \_\_\_\_\_ (Email)

**SCHEDULE "A"**

**(Description of Area to Be Maintained)**

**EXHIBIT "1"**  
**General Standards and Guidelines for the  
Suffolk County Department of Public Works Adoption Program**

**Initial**

- \_\_\_1. The nature of the work to be performed is the removal of debris from County-owned roads and properties under the jurisdiction of the Suffolk County Department of Public Works ("Department"). This activity is normally performed by Suffolk County Employees and professional firms contracted by the Department.
- \_\_\_2. Due to the nature of the work involved, both the named volunteer entity ("Organization") and all of the individual participants ("Participant(s)") of the Organization have agreed to follow the DEPARTMENT's Adoption Program regulations and safety guidelines.
- \_\_\_3. Both the Organization and all of the Participants of the Organization shall each individually execute a separate Assumption of Risk and Waiver of Claim agreement in the form attached to this Agreement. In the event that an individual participant of the named entity is under eighteen (18) years of age, the Assumption of Risk and Waiver of Claim Agreement shall be executed by both of that minor's parents or by their legal guardian. No one shall be permitted to perform any of the activities described in this Agreement unless an Assumption of Risk and Waiver of Claim Agreement in a form acceptable to the Department has been fully signed, and submitted to the Department.
- \_\_\_4. The Organization shall insure that debris is picked up from the designated area **at least once per month during months of April through November and at least once during four month period December through March.** Should the named Organization fail to perform the agreed litter clean ups according to the required schedule, the Department of Public Works may remove the sign and cancel this agreement without further notice.
- \_\_\_5. This agreement shall begin on the date that it is fully signed and end two (2) years later unless previously cancelled by the DEPARTMENT.
- \_\_\_6. The safety vests and signs are on loan and the Organization and its Participants are responsible for the equipment during the time that it is in its/their possession. This equipment and all unexpended materials must be returned to the Department within five (5) business days if or when the Adoption agreement ceases.

## Initial

- \_\_\_\_\_7. The following General Safety Regulations shall be complied with at all times:
- \_\_\_\_\_a. All Participants must Wear Safety vests and gloves (required).
  - \_\_\_\_\_b. All Participants must wear light colored clothing that covers their arms and legs.
  - \_\_\_\_\_c. All participants should wear substantial footwear, boots, etc., and watch their footing.
  - \_\_\_\_\_d. All Vehicles must be parked on either the roadside shoulder as far as possible from the travelling public or in Public Parking Lots.  
PARKING IN THE ACTIVE STREEET, ON ROADWAY MEDIANS, ON SIDEWALKS, IN BICYCLE LANES, AND/OR ON PRIVATE PROPERTY IS STRICTLY PROHIBITED.
  - \_\_\_\_\_e. Department-issued warning cones must be placed in an area with an unrestricted view for passing motorists, bicyclists, and pedestrians. No signs are to be posted. All cones are to be removed and property stored upon completion of the activity for the day.
  - \_\_\_\_\_f. Only one area at a time shall be worked on.
  - \_\_\_\_\_g. Whenever feasible, all Participants shall work in a manner in which they face on-coming traffic.
  - \_\_\_\_\_h. All participants must stay at least 5 feet from the edge of the road.
  - \_\_\_\_\_i. Any Participant who is under the influence of alcohol or other drugs is expressly prohibited from participating.
  - \_\_\_\_\_j. Any Participant who has a medical condition that either impairs their ability to perform the required duties or whose condition could worsen as a result of the required duties shall not participate unless he/she has received appropriate medical clearance.
  - \_\_\_\_\_k. Any group that has one or more Participants under the age of eighteen (18) years ("Minor") must have adequate supervision by persons over the age of 21 years ("adult"). There must be at least one (1) Adult for every eight (8) Minors at the worksite at all times.
  - \_\_\_\_\_l. All permitted activities shall only be performed during daylight hours. No activities are permitted during periods of dusk, dawn, night, rain, snow, fog, or other inclement conditions.
  - \_\_\_\_\_m. All Participants must remain alert to ticks, stinging insects and poisonous plants and animals. Persons with allergies to same must have the appropriate antidote readily available.
  - \_\_\_\_\_n. Participants are prohibited from wearing clothing or apparatus that might impair vision or hearing.

## Initial

- \_\_\_o. Participants are prohibited from wearing clothing or displaying material that might distract motorists, bicyclists, and pedestrians.
- \_\_\_p. Participants are prohibited from picking up trash on medians, bridges and/or overpasses unless they are specifically allowed to do so in their particular agreement.
- \_\_\_q. All debris shall be placed as close as possible to the Official Adoption sign. If a sign is not posted, please place the debris in a visible area at as close to the curb as safely possible.
- \_\_\_r. Upon cleaning up your area, please call the Highway Maintenance Division at 631-852-4070 so that arrangements can be made to have the bagged debris picked up. Be aware that debris piled up on Fridays will probably not be picked up until Monday.
- \_\_\_s. Additional Specific Safety Regulations for the named Organization's particular activity are also attached and shall be complied with at all times.

\_\_\_8. Any Organization that is either a business entity or not-for profit organization shall maintain workers compensation insurance covering all Participants as required by New York State Law.

\_\_\_9. **As per Resolution No. 408-2012, the Department of Public Works is authorized and directed to collect from any business in a County sanctioned beautification or litter removal program a fee of \$250.00 to cover costs associated with preparing, installing and maintaining associated signage. This fee shall not apply to any participating non-profit organization. If this provision applies to your Organization, please remit a check made payable to Suffolk County Department of Public Works with your application.**

\_\_\_10. Medical and toxic waste that has been dumped in the worksite are not to be touched by any of the Participants. Additionally, all Participants shall keep a safe distance to insure that they do not breathe any fumes or vapors emanating from same. The Organization shall immediately notify the police (Call 911) upon discovery of same.

\_\_\_11. No work shall be performed unless at least one (1) Adult in the Organization is completely familiar with a route to the closest Hospital Emergency Room.

\_\_\_12. This agreement and the work performed thereunder is may not be assigned by the Organization without the express written consent of the Suffolk County Department of Public Works.

EXHIBIT "2"  
(Additional Standards and Regulations Applicable  
to the Adopt-a-Highway and/or Adopt-A-Spot Program)

**Initial**

- \_\_\_1. NO PERSON SHALL PARTICIPATE IN THIS PROGRAM UNLESS HE/SHE PROVIDED A COMPLETED, SIGNED, AND DATED DEPARTMENT APPROVED ASSUMPTION OF RISK AND WAIVER OF CLAIM FORM.
- \_\_\_2. The Organization shall immediately notify the Department when trash/debris has been collected and deposited in the designated area.
- \_\_\_3. The Organization and its Participants shall give maximum consideration to the safety of the traveling public and the movement of traffic.
- \_\_\_4. The Organization agrees to post the warning cones provided by the Department at a distance that provides maximum safety to the Participants and in a manner sufficient to adequately warn motorists, bicyclists, and pedestrians of their presence.
- \_\_\_5. Neither the Department nor the County of Suffolk shall have any financial liability to the Organization or any of its Participants. Neither the Organization and/or any of its Participants shall make claim to the Department or the County of Suffolk for remuneration of any kind or for claims under the New York State Worker's Compensation Laws.
- \_\_\_6. The Organization and its Participants, both jointly and severally, assume all responsibility for injuries and/or damages to persons or property arising from the work described or referred to in this Agreement and shall indemnify and hold harmless the Department and the County of Suffolk, its officials, employees, agents and other persons from and against all claims, costs, judgements, liens, encumbrances and expenses, including reasonable attorney's fees, arising out of this Agreement or out of the negligent acts or omissions of the GROUP, or its volunteers, agents, employees or subcontractors in connection with the work described or referred to in this Agreement.
- \_\_\_7. No work is to be performed on bridges, overpasses, traffic medians, or traffic islands.