

Township of Upper Saucon, Lehigh County, Pennsylvania  
**ADOPT-A-ROAD AGREEMENT**

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**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the Township of Upper Saucon, hereinafter called the TOWNSHIP,

AND

\_\_\_\_\_, with its address at \_\_\_\_\_, hereinafter called the APPLICANT.

**BACKGROUND:**

- A. In order to rid Township roads and streets 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 Township road or street, or portion thereof in their community, in order to pick up litter.
- B. 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 this Program, the parties hereto 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 attached exhibits, the APPLICANT adopts a TOWNSHIP road or street, or portion thereof (hereinafter the “Site”), as set forth in Exhibit A which is attached to and made a part of this Agreement for a minimum period of two (2) years beginning on the date to be inserted on page 1 subject to the TOWNSHIP’s rights of termination.
3. The TOWNSHIP will provide safety materials for use by the APPLICANT.
4. The APPLICANT will conduct litter pickup at the Site a minimum of two (2) times per year.
5. The APPLICANT shall not conduct any litter pickups on holidays, holiday travel weekends, days preceding a holiday, days following a holiday, the Friday preceding a holiday weekend, and the Monday following a holiday weekend.

New Year's Day, Presidents' Day, Good Friday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, Day After Thanksgiving, first Monday following Thanksgiving, Christmas Eve, and Christmas Day will be considered holidays for the purposes of interpreting this Agreement.

6. All activities must be conducted between one hour after sunrise and one hour before sunset.
7. The APPLICANT shall conduct safety orientation meetings to review, at a minimum, safety and other guideline 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 the safety information to any potential participant and shall provide the TOWNSHIP with 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 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.
8. The APPLICANT agrees to comply with the Safety Requirements set forth in Exhibit C which is attached to and made part of this Agreement.
9. Prior to each scheduled pickup, the TOWNSHIP will supply the APPLICANT with adequate numbers of safety vests and plastic trash bags.
10. If the APPLICANT cannot dispose of any or all filled trash bags, the TOWNSHIP, through the TOWNSHIP's Road Department, 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.
11. The TOWNSHIP, at its cost, will provide, install and maintain two (2) permanent Adopt-A-Road signs noting the Program and the APPLICANT name at the beginning of the Site, one sign in each direction. Further, the TOWNSHIP will, at its cost, provide the APPLICANT with two (2) "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 permanent Adopt-A-Road signs as necessary due to normal wear and tear. The APPLICANT shall be responsible for the replacement of the permanent Adopt-A-Road sign except when made necessary due to normal wear and tear. There shall be no business logo or commercial advertising used or displayed by the APPLICANT at the Site during the litter pickup.
12. 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 pre-printed forms furnished by the TOWNSHIP and the APPLICANT shall be responsible for filing said forms with the TOWNSHIP's Director of Community Development.

13. The TOWNSHIP shall have the right to terminate this Agreement at any time by providing written notice to the APPLICANT if the APPLICANT does not comply with the Agreement; at any time the APPLICANT's work is unsatisfactory, unsafe, or if it causes a conflict with traffic; at any time such termination is deemed to be in the best interest of the TOWNSHIP.
14. After the initial two (2) year period, the APPLICANT shall have the right to terminate this Agreement upon sixty (60) days written notice to the TOWNSHIP.
15. Any notice to or communication with the TOWNSHIP by the APPLICANT shall be with the TOWNSHIP's Director of Community Development. Any notice to or communication with the APPLICANT shall be to the authorized signatory of this Agreement at the address above shown.
16. The APPLICANT, by entering into this Agreement, certifies that it does not represent an elected official or candidate for public office.
17. 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.
18. The TOWNSHIP encourages the APPLICANT to separate and recycle appropriate materials. However, where required by law or ordinance, the APPLICANT shall separate and recycle appropriate materials.
19. 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:

TOWNSHIP OF UPPER SAUCON

\_\_\_\_\_

By: \_\_\_\_\_  
Thomas F. Beil  
Township Manager

ATTEST:

\_\_\_\_\_  
Title:

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