



# TOWN OF MENDON

## ADOPT-A-SITE PROGRAM

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### **ADOPT-A-SITE PROGRAM GUIDELINES**

#### **STATEMENT OF PURPOSE**

*The Adopt-A-Site Program (“Program”) is designed to provide a vehicle for environmentally minded individuals and business, professional and community groups (“Sponsors”) to render assistance to their community by supplying volunteer services to the Mendon Highway Department and Town of Mendon (“Town”) for the purpose of maintaining and upgrading adopted areas and roads in and around town. It is the expressed intent of the Program to maintain and improve the condition of local areas while reducing costs. The Sponsor would be given public recognition through appropriate signage in the adopted site or area itself in exchange for the effort.*

#### **SCOPE OF WORK**

Sponsors may provide any or all, but are not necessarily limited to, the following services:

- *Litter Control and Beautification*– The Highway Department will assist the Sponsors by providing safety training and trash bags and trash pick-up. Sponsors will be allowed to make improvements to existing areas through the introduction of flowerbeds, shrubs, trees, plantings, and other beautification projects as approved by the Highway Surveyor, or his or her designee. The Highway Surveyor, or his or her designee, shall review the type and location of all improvements prior to installation. Funding, equipment, and materials for these projects are the responsibility of the Sponsors. Supply of Town-owned equipment or manpower to assist the Sponsors will be at the discretion of the Highway Surveyor, or his or her designee, based on necessity and availability.
- *Mowing and Trimming*- This service may be provided only when the Highway Surveyor, or his or her designee, is satisfied that a proper schedule can be formulated and maintained. A strict set of safety precautions shall be issued by the Highway Surveyor, or his or her designee, before any Sponsor performs this type of activity.
- *Vegetation Management* – This service consists mainly of clearing vegetation from walks, drains, and curbing; weeding flowerbeds; thinning out wooded areas; and clearing safety sightlines on entryways and exits.

- *Repairs/Improvements* – Some adopted sites may include structures such as utility buildings, benches, picnic tables and/or direction/information boards. Repairing, painting, improving and/or adding to existing structures may be allowed to a limited degree in designated areas, as determined by the Highway Surveyor, or his her designee. All repairs or improvements must be pre-approved by the Highway Surveyor, or his or her designee. Title to any additions and improvements shall be deemed the property of the Town of Mendon upon installation.
- Any other volunteer services pre-approved by the Highway Surveyor or his or her designee.

If any Sponsor should experience difficulty in providing any of the volunteer services according to the directions of the Highway Surveyor or his or her designee, it shall notify the Highway Surveyor or his or her designee immediately.

If at any point the Town shall determine that an adopted site or area is unsightly because of a lack of care, then the Town may remove the “adopt a site” sign and the material on the adopted site or area, and the Sponsor will forfeit its rights to provide any further services.

No Sponsor, and any individuals performing participating in the Sponsor’s project, shall block or impede traffic. If any work shall be deemed by the Town to interfere with traffic or views of traffic, then the Town will take appropriate steps to correct such issue in consultation with the Sponsor.

Each Sponsor shall notify the Highway Supervisor, or his or her designee, of the dates and times when volunteer services shall be performed

## **MATERIALS, EQUIPMENT AND SUPPLIES**

The Highway Department will plastic bags and safety vests to Sponsors for clean-up projects, if needed, and as determined by the Highway Department. All other materials, equipment, supplies and all other items shall be the responsibility of the Sponsor.

## **APPLICATIONS**

Individuals, groups, organizations, businesses and other entities seeking to provide volunteer services under the Adopt-A-Site Program shall submit an application via regular, first class mail, postage prepaid, or in hand, to the Mendon Highway Department, 66 Providence Street, P.O. Box 51, Mendon, MA 01756, with a courtesy copy to the Mendon Board of Selectmen, 20 Main Street, Mendon, MA 01756. The application shall contain the following information: (i) the name of the applicant and the person(s) authorized to act on the applicant’s behalf, along with their address, telephone number, and email address; (ii) the proposed site or area; (iii) a description of the proposed work to be performed; and (iv) a description of the materials, equipment and supplies to be

furnished by the applicant. The Highway Surveyor or his or her designee will review each application to determine whether such application meets the requirements of the Program. The Highway Surveyor or his or her designee will only approve applications from applicants who agree to abide by the requirements of the Program. As a condition of approval, each Sponsor shall execute a license agreement, including a release and indemnification of the Town, and obtain executed releases (in a form provided by the Town) from any individuals participating in an approved project on behalf of the Sponsor.

The Town does not intend to, nor shall it be construed as creating, a public forum or a limited public forum. Nothing herein shall be construed to allow the Highway Surveyor, or his or her designee, to refuse an application based upon any expressive content.

Renewal applications shall receive priority for any proposed site or area.

Volunteer services performed in any sites or areas under the jurisdiction of the Massachusetts Highway Department or its successor entity (collectively, "MHD") or the Federal Highway Administration ("FHA") must be approved by the MHD and/or the FHA, and therefore may require additional application(s) before any volunteer services are performed.

The Town shall retain the rights of ownership and control over any and all areas and sites designated for the Program. A Sponsor's use of any designated area(s) and/or site(s) shall be non-exclusive. Accordingly, the Town may revoke the right of any or all Sponsors to access any adopted area(s) and/or site(s) for any reason and at any time. Sponsors shall receive only a license to access the adopted area(s) and/or site(s) for the sole and limited purposes provided for in the Program Guidelines and the License Agreement between the Town and the Sponsor. The license to access an area or a site is not intended to be construed as a property right, giving rise to any due process rights.

## **SIGNS, RECOGNITION AND ADVERTISEMENTS**

Signage at the adopted site or area is optional. Signs and posts are provided for by the Highway Department for non-profit organizations. Commercial businesses, for-profit volunteer organizations, similar entities, and individuals shall supply their own signs and posts. Specifications for sign dimensions are:

- Roadside: less than 8' in height, 18" x 24" sign area.
- Island or focal point: less than 36" high; 18" x 24" max

Each Sponsor shall be limited to one (1) sign per adopted site or area. Any sign posted shall be limited to stating "Sponsored by" and the name of the Sponsor. The Town reserves the right to create a sign design for the Program and to designate any vendor(s) for said sign. Signs must conform to the applicable requirements under the Mendon Zoning By-law.

In no case shall the sign interfere with visibility, traffic flow or safety. The Highway Surveyor, or his or her designee, must approve all signs, subject to the criteria set forth in the Program Guidelines. The Town does not bear any responsibility for the maintenance or safekeeping of the sign, including damage incurred during normal highway operations.

The selling of merchandise, food or beverages, either by machine, display or otherwise, shall not be allowed in any area adopted under this Program, or by any Sponsor or its agents, representatives, employees, and other individuals performing volunteer services on the Sponsor's behalf.

## **SITE LOCATION**

The Highway Department will select those sites and areas eligible for adoption by a Sponsor. The Program Guidelines shall apply to any and all designated areas and sites involved in the Program. Nothing contained herein shall be construed as afforded any party the right to perform volunteer services on any site or area owned, cared for, and/or maintained by the Town.

## **SAFETY TRAINING**

All individuals, groups, organizations, businesses and other entities participating in the Program will take sole responsibility for their own personal safety and will be solely liable for their well-being while on Town property.

Sponsors will be given safety guidelines prior to participation. Each Sponsor supervisor must certify that every participant has read and understands the safety guidelines and the Program Guidelines, and that all of the Sponsor's participants have executed releases..

### *Safety Guidelines –*

In general, each Sponsor must:

- Have at least one (1) adult supervisor present, provided that there shall be at least one (1) adult supervisor present for every four (4) participants under the age of fifteen (15). The Sponsor shall certify that each adult supervisor has been instructed in the safety guidelines.
- Notify the Highway Surveyor forty-eight (48) hours before beginning a project;
- Review the safety guidelines with its participants before every project;
- Park all vehicles on the same side of the road and at least ten (10') feet back from the road shoulder if possible. Car pool to the work site to reduce the number of vehicles;
- Work only in daylight hours and under good weather conditions;
- Bring along an adequate first-aid kit, identify the nearest hospital, and know how to get there in case of an emergency.

Participants taking active roles in any project shall be:

- In good physical condition, including sight and hearing;
- Mentally alert, able to use good common sense and be responsible;
- At least eleven (11) years of age for participation in the program;

- Dressed properly for the activity by following these guidelines:
  - Wear safety vests at all times. The Highway Department will provide safety vests (depending upon availability);
  - Wear light colored clothes (long sleeves recommended);
  - Wear protective shoes and gloves; and
- Stay clear of any mowing, construction or maintenance operations.

In addition, participants shall **NEVER**:

- Cross traveled sections of roadway;
- Pick up discarded syringes, hypodermic needles, or dead animals;
- Attempt to remove heavy, large or hazardous materials (The Highway Surveyor, or his or her designee, should be notified *immediately* if any suspected hazardous materials are encountered);
- Enter the roadway to pick up litter; and
- Overfill trash bags (crushing trash could cause personal injury).

The following rules must be strictly enforced:

- NO Walkman, Ipod, listening device, or other headset/earbud mechanism may be used
- NO horseplay of any type will be tolerated
- NO intoxicating beverages or illegal drugs are allowed, and no participants may be impaired by or under the influence of any drugs or alcoholic beverages.

Sponsors and their volunteers, agents, representatives and employees shall comply with all applicable federal, state and local laws, regulations, rules and policies.

No individual, group, organization or business shall be entitled to receive any benefits of employment with the Town, including without limitation, salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation, with regard to any work performed under the Program.

# TOWN OF MENDON

## ADOPT-A-SITE LICENSE AGREEMENT

The Town of Mendon, acting through the Mendon Highway Department, hereafter referred to as “The Town” and \_\_\_\_\_, hereafter referred to as “Sponsor”, enter into this license agreement for the express purpose of \_\_\_\_\_ in the Town of Mendon.

The Sponsor agrees to adopt the following site or area described as:

\_\_\_\_\_

for the purpose of \_\_\_\_\_.

This agreement is for a period of one (1) year, revocable at any time by the Town, renewable or extendable for an amount of time agreed to by both the Town and the Sponsor.

The Town or Sponsor may terminate this Agreement for any reason upon thirty (30) days notice.

The Mendon Adopt-A-Site Program Guidelines (“Program Guidelines”), as the same may be amended from time to time, are expressly incorporated herein and made a part hereof. In the event of any conflict between the Program Guidelines and this Agreement, the provisions of the Program Guidelines shall prevail. A copy of the Program Guidelines in effect as of the execution of this license agreement is attached hereto as “Exhibit A”.

The Sponsor agrees to abide by all terms, conditions and requirements of the Program Guidelines. The Sponsor shall ensure all Safety Guidelines and practices are explained and followed, as outlined in the Program Guidelines.

The Sponsor shall ensure that before any participant participates in the project, said participant, or his parent and/or legal guardian, signs a copy of a release form, as attached hereto as “Exhibit B” and “Exhibit C” (as applicable). The Sponsor shall provide the Highway Department with copies of all executed release forms.

The Sponsor agrees, on behalf of itself and its servants, administrators, designees, insurers, personal and legal representatives, assigns, successors, employees, and agents, that it will forever unconditionally and irrevocably release, acquit, discharge and covenant, and indemnify and hold harmless, the Town of Mendon and all of its past, present and future officials, officers, volunteers, representatives, departments, boards, commissions, committees, servants, successors, assigns, designees, employees and agents

from any and all present and actions, demands, omissions, suits, damages, injuries, liabilities, losses, costs, expenses, causes of action and claims, both at law and in equity, and whether known or unknown, anticipated or unanticipated, on account of, in any way arising out of, or incident to, the Sponsor's participation in the Adopt-A-Site Program and the Sponsor's project, wherever it occurs.

By entering into this license agreement, none of the parties have waived any immunity or limitation of damages that may be extended to them by operation of law.

Each party hereto represents and warrants that it is fully authorized to enter into this license agreement, that it has read and fully understands each and every provision in this license agreement, that it has signed this license agreement voluntarily, and that the terms of this license agreement are contractual and not merely recitals. Therefore, none of the parties shall be deemed to be its drafter, and the rule interpreting ambiguities against the drafting party shall not apply in the interpretation of this agreement.

This license agreement is the entire agreement between the parties hereto and replaces and supersedes all prior oral or written agreements, representations or promises, including any prior representation, statement, condition or warranty. Upon the mutual execution of this agreement by the parties hereto, any prior agreements, written or oral, between or among the parties hereto shall be deemed null and void, without any further recourse or effect or any continuing liability or obligations to or from the parties hereto, except as expressly provided otherwise herein.

Neither this license agreement nor any provision thereof may be modified or amended except by an instrument in writing signed by all parties hereto.

This license agreement shall be governed by, and construed in accordance to, the laws of the Commonwealth of Massachusetts. Any suit involving any dispute or matter arising under this Agreement shall only be brought in the United States District Court for the District of Massachusetts or the courts of Worcester County, Massachusetts.

If any term or provision of this license agreement shall be held invalid, illegal or unenforceable, the remainder of this Agreement shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

This license agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any part to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

The Highway Surveyor, or his or her designee, will decide any questions or disputes that may arise under this license agreement and his or her final decision shall be conclusive upon the Sponsor.

This license agreement is not transferable or assignable in whole or in part without written consent of the Highway Surveyor, or his or her designee.

The Sponsor's representative certifies that he/she possesses the authority to execute this license agreement on behalf of the Sponsor.

In witness thereof, the parties have executed this license agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2012 .

**SPONSOR:**

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**TOWN OF MENDON:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**RELEASE FORM**  
**TOWN OF MENDON**  
**ADOPT-A-SITE PROGRAM**  
*(For Participants Age 18 and Over)*

I, the undersigned, a participant in a certain Adopt-A-Site Program project of \_\_\_\_\_ (Sponsor), have read and understand the Guidelines required for “active” participation in the Adopt-A-Site Program, and all other applicable safety guidelines, which are incorporated as part of the Adopt-A-Site Agreement. I agree to comply with the Town of Mendon’s safety guidelines and all applicable federal, state and local laws, regulations, rules and policies. I certify that I will not participate in the project unless I am physically fit and in good health. I assume all risks of damage or injury associated with my participation in the project and the Adopt-A-Site Program, all such risks being known and appreciated by me.

In consideration of being permitted to participate in the project and the Adopt-A-Site Program, on behalf of myself and my heirs, servants, executors, administrators, designees, insurers, personal and legal representatives, successors, and assigns, I do forever unconditionally and irrevocably release, acquit, discharge and covenant, and agree to indemnify and hold harmless, the Town of Mendon and all of its past, present and future officials, officers, volunteers, representatives, departments, boards, commissions, committees, servants, successors, assigns, designees, employees and agents from any and all present and actions, demands, omissions, suits, damages, injuries, liabilities, losses, costs, expenses, causes of action and claims, both at law and in equity, and whether known or unknown, anticipated or unanticipated, on account of, in any way arising out of, or incident to, my participation in the Adopt-A-Site Program and the Sponsor’s project, wherever it occurs.

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Participant’s signature*

\_\_\_\_\_  
*phone number*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*City/Town, Zip Code*

\_\_\_\_\_  
*e-mail address*

**RELEASE FORM**  
**TOWN OF MENDON**  
**ADOPT-A-SITE PROGRAM**  
*(For Participants Under Age 18)*

I, the undersigned, the parent and/or legal guardian of \_\_\_\_\_, a minor/participant in a certain Adopt-A-Site Program project of \_\_\_\_\_ (Sponsor), have read and understand the Guidelines required for “active” participation in the Adopt-A-Site Program, and all other applicable safety guidelines, which are incorporated as part of the Adopt-A-Site Agreement. The minor shall comply with the Town of Mendon’s safety guidelines and all applicable federal, state and local laws, regulations, rules and policies. The minor will not participate in the project unless he or she is physically fit and in good health. The minor assumes all risks of damage or injury associated with the minor’s participation in the project and the Adopt-A-Site Program, all such risks being known and appreciated by him or her.

In consideration of the minor being permitted to participate in the project and the Adopt-A-Site Program, I do forever unconditionally and irrevocably release, acquit, discharge and covenant, and agree to indemnify and hold harmless, the Town of Mendon and all of its past, present and future officials, officers, volunteers, representatives, departments, boards, commissions, committees, servants, successors, assigns, designees, employees and agents from any and all present and actions, demands, omissions, suits, damages, injuries, liabilities, losses, costs, expenses, causes of action and claims, both at law and in equity, and whether known or unknown, anticipated or unanticipated, on account of, in any way arising out of, or incident to, the minor’s participation in the Adopt-A-Site Program and the Sponsor’s project, wherever it occurs, which I may now or hereafter have as the parent and/or legal guardian of said minor or which the minor has or hereafter may acquire, either before he/she or after he/she has reached his/her age of majority.

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Participant’s signature*

\_\_\_\_\_  
*Parent’s signature*

\_\_\_\_\_  
*phone number*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*City/Town, Zip Code*

\_\_\_\_\_  
*e-mail address*

Town of Mendon Highway Dept.  
66 Providence Street  
PO Box 51  
Mendon, MA 01756

**APPLICATION FOR ADOPT-A-SITE**

Applicant Name:

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Applicant Address:

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Tel No.:

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Email address:

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Proposed Site or Area to be adopted:

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Description of Work to be Performed:

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Description of Materials, equipment and supplies to be furnished by applicant:

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Please return this form to the address listed above. Once received, it will be reviewed and approved, if possible, contingent upon execution of a License Agreement and other forms.

If you have any questions, please contact the Mendon Highway Department at 508-473-0737 or [highwaydpt@mendonma.net](mailto:highwaydpt@mendonma.net).

## SAFETY TRAINING

All individuals, groups, organizations, businesses and other entities participating in the Program will take sole responsibility for their own personal safety and will be solely liable for their well-being while on Town property.

Sponsors will be given safety guidelines prior to participation. Each Sponsor supervisor must certify that every participant has read and understands the safety guidelines and the Program Guidelines, and that all of the Sponsor's participants have executed releases..

### *Safety Guidelines –*

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- Have at least one (1) adult supervisor present, provided that there shall be at least one (1) adult supervisor present for every four (4) participants under the age of fifteen (15). The Sponsor shall certify that each adult supervisor has been instructed in the safety guidelines.
- Notify the Highway Surveyor forty-eight (48) hours before beginning a project;
- Review the safety guidelines with its participants before every project;
- Park all vehicles on the same side of the road and at least ten (10') feet back from the road shoulder if possible. Car pool to the work site to reduce the number of vehicles;
- Work only in daylight hours and under good weather conditions;
- Bring along an adequate first-aid kit, identify the nearest hospital, and know how to get there in case of an emergency.

Participants taking active roles in any project shall be:

- In good physical condition, including sight and hearing;
- Mentally alert, able to use good common sense and be responsible;
- At least eleven (11) years of age for participation in the program;
- Dressed properly for the activity by following these guidelines:
  - Wear safety vests at all times. The Highway Department will provide safety vests (depending upon availability);
  - Wear light colored clothes (long sleeves recommended);
  - Wear protective shoes and gloves; and
- Stay clear of any mowing, construction or maintenance operations.

In addition, participants shall **NEVER**:

- Cross traveled sections of roadway;
- Pick up discarded syringes, hypodermic needles, or dead animals;
- Attempt to remove heavy, large or hazardous materials (The Highway Surveyor, or his or her designee, should be notified *immediately* if any suspected hazardous materials are encountered);
- Enter the roadway to pick up litter; and
- Overfill trash bags (crushing trash could cause personal injury).

The following rules must be strictly enforced:

- NO Walkman, Ipod, listening device, or other headset/earbud mechanism may be used
- NO horseplay of any type will be tolerated
- NO intoxicating beverages or illegal drugs are allowed, and no participants may be impaired by or under the influence of any drugs or alcoholic beverages.

Sponsors and their volunteers, agents, representatives and employees shall comply with all applicable federal, state and local laws, regulations, rules and policies.

No individual, group, organization or business shall be entitled to receive any benefits of employment with the Town, including without limitation, salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation, with regard to any work performed under the Program.

Receipt Acknowledged by:

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*signature*

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*Print name*

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*Title*