

# SPONSOR-A-HIGHWAY PROGRAM Sponsor Agreement

The New Hampshire Department of Transportation, hereinafter called the "Department," and <u>Mountain View Community</u>, hereinafter called the "Group," recognize the need and the desirability of litter-free highways and are entering into this Agreement to permit the Group to contribute toward the achievement of this end.

By signature below, the Group jointly acknowledges the hazardous nature of the work and agrees to the following terms and conditions:

- Groups shall not begin cleanup of their sponsored section of highway until all forms and agreements regarding the program have been completed.
- Groups shall sponsor a section of highway approximately two miles or three miles in length.
- Groups shall sponsor the section of highway for a minimum period of two years.
- Groups shall cleanup litter a minimum of four times per year. These
  cleanups shall occur in the months of April, June, August, and October.
  Additional cleanups shall be required on sections where heavy littering
  occurs, including but not limited to rest areas, scenic areas, and those
  affected by special events.
- The Group shall appoint or select a chairperson to serve as a contact person for the Group.
- No participant shall be under 11 years old and those participants below 16 years old shall have written consent from a parent or quardian.
- The Group shall include at least one person 18 years of age for every 6 participants who are between the ages of 11 and 16.
- Participants in the Group agree to obey and abide by all laws and Regulations relating to safety and such terms and conditions as may be required by the District Engineer for special conditions on a particular sponsored section.



- The Group shall obtain required safety supplies and materials from the Maintenance District Office or the local Patrol Garage in your area during regular business hours, Monday through Friday, 7:00 a.m. through 3:30 p.m., at a mutually agreed upon time.
- The Group shall advise the District Engineer and local Patrol Garage at least 3 days before they intend to pick up their safety equipment, supplies, and materials. At this time, the Group shall tell the District Engineer when they wish to accomplish the litter cleanup of their sponsored section of highway and the name of the designated safety person for the cleanup.
- The Group shall not cleanup litter during weather conditions that interfere with visibility, hours of darkness, peak traffic hours, holidays, or when otherwise directed by the District Engineer.
- The Group shall organize and conduct safety briefings. Each day that work is performed in the sponsored area, a designated safety person shall verbally review with the participants a safety checklist and all participants shall sign a safety signature sheet to indicate that the potentially hazardous nature of the work was briefed and safety points covered. The safety checklist and briefing shall cover safety concerns as outlined in this part. Participants shall agree to take appropriate precautions and understand the importance of safety on the job. The safety signature sheet shall identify the Group and the highway to be cleaned up. The Group's designated safety person shall sign and date the sheet.
- The Group's designated safety person's primary responsibility shall be assuring the safety of the workers and the traveling public.
- No group participants shall take part in any activities that distracts or adversely affects the safety of the traveling public.
- Participants shall notify the Group's chairperson of any allergies, infirmities
  or other conditions that may interfere with their ability to participate in litter
  cleanup of the sponsored section.
- Each Group shall provide a first aid kit and an adequate supply of potable drinking water while participating in litter cleanup of the sponsored section.
- The Group shall arrange for parking and notify the District Engineer. All vehicles shall be parked clear of roadway. No vehicles shall be parked on roadway shoulders.



- Group participants shall wear Department-supplied or approved safety vests during the trash cleanup.
- The Group shall erect and maintain the temporary warning signs as directed by the district engineer. It shall be the designated safety person's responsibility to ensure that the temporary warning signs are erected within 150 meters, about 500 feet, of where a cleanup is occurring.
- Group participants shall perform all work off the traveled way and shoulders of the highway.
- Group participants shall not consume any alcoholic beverages or controlled substances while occupying their sponsored section of highway.
- The Group shall not subcontract or assign its duties and responsibilities to any other group, organization, or enterprise.
- The Group shall place and seal all litter in trash bags furnished by the Department and place them where designated by the District Engineer.
- The Group shall not move potentially hazardous substances including, but not limited to, hypodermic needles, animal carcasses, or other large objects.
   The Group shall notify the District Engineer of the presence of hazardous materials in the status report.
- If the Group discovers illegal substances during their cleanup, the Group shall turn the substances over the proper authorities.
- If the Group chooses to recycle, an effort that the Department encourages, the Group shall dispose of the recyclable litter appropriately.
- The Group shall return unused materials and safety supplies furnished by the Department to the district in a neat and clean condition within two working days following each cleanup.
- The Group shall complete a Sponsor-A-Highway status report and forward it to the district within one week following each cleanup.
- The Group shall immediately notify the District Engineer if a fatality or serious injury requiring hospitalization occurs while the Group is engaged in a cleanup of their sponsored section.



- If the Group is not meeting the conditions and terms of the agreement described herein, the Department shall terminate the agreement upon 30 days' notice to the group.
- If the Department becomes aware of unsafe activity which the group is engaging in while they are cleaning up their sponsored section, the agreement shall be terminated summarily.
- If the Sponsor-A-Highway program is eliminated or discontinued for any reason, this agreement shall be terminated.

By signature below, the Department agrees to the following terms and conditions:

- The Department shall work with the Group to determine the specific section(s) of highway right-of-way to be sponsored. Highways with excessive curves, narrow rights-of-ways beyond the shoulders or other characteristics, which would interfere with safe cleanup efforts by the Group, shall not be sponsored.
- The Department shall erect and pay for a sign, facing oncoming traffic, at each end of the sponsored section of highway bearing the Group's name or acronym. Groups shall not be allowed to display any product identification, logos, address, telephone number, or product or service reference.
- The Department shall replace vandalized signs up to two times. Upon the third destruction of a sign, it will not be replaced unless the Group pays for all costs associated with the sign's re-erection.
- The Department shall provide a representative or a videotape for an initial safety briefing and after that a designated person from the Group shall conduct such briefings.
- The Department shall provide trash bags, safety vests, and temporary warning signs to the Group. The Group may obtain safety vests, at their own expense or from a sponsor, provided the vests are approved by the District Engineer prior to being used.
- The Department shall either remove, or effect removal of filled trash bags as soon as practicable after the cleanup.



Additional terms and conditions:					
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The Group acknowledges that the Department is generally prohibited by law from expending any funds, directly or indirectly, for the purpose of influencing the outcome of any election or the passage or defeat of any legislation and the Group agrees if any actions by the Group relative to the performance of this agreement are determined to be contrary to any legislative restrictions or any restrictions on the use of appropriated funds for political activities, the Department shall have the right to take any and all necessary remedial actions, including but not limited to the removal of the erected signs displaying the Group's name or acronym.

The Group and its participants shall agree to hold harmless the Department and its agents from claims arising out of the work and services provided on behalf of the Sponsor-A-Highway program.

The Department recognizes the Group as the sponsoring organization for:

Route/Road: NH Route 16

From: The intersection of NH Routes 16&171/Granite St, Ossipee, NH
To: 277 NH Route 16, Ossipee, NH
Approximate length: 2.0 miles

And the Group accepts the responsibility of picking up litter on this section of highway and promoting a litter-free environment in the community for a period beginning **June**, **2021** and ending **April**, **2023**.

#### **Group Information:**

Group Name: Mountain View Community					
Address: 92 Water Village Road					
City: Ossipee State: NH Zip Code: 03864		Zip Code: 03864			
Contact Person: Bob Murray - Facilities Manager					
Address: 92 Water Village Road					
City: Ossipee	State: NH	Zip Code: 03864			
Telephone: 603-539-7511					
Email: bmurray@mtnviewnh.org					



Further, I/We have been briefed on the potentially hazardous nature of the work and a list of safety points has been covered. I/We understand the importance of safety on the job and will organize and conduct safety briefings as specified in this agreement.

<u>Signature</u>		
Bob Murray Group Chairperson	Date	
Samantha D. Fifield, PE Sponsor A Highway Coordinator	Date	
Alan G. Hanscom, PE NHDOT District 3 Engineer	Date	