



## Litter Pickup Agreement

Boone County Solid Waste, hereinafter referred to as "BCSW", and the non-profit organization represented by the signatory below, hereinafter referred to as "Group", recognizing the need and the desirability of litter free roads are entering into this Agreement to permit the Group to contribute toward the effort of maintaining litter free roads within Boone County.

### I. GENERAL TERMS

- A. By signature of this Agreement, the Group agrees to retain all liability for, including but not limited to accidents, injuries, and damage caused by the Trash for Cash cleanup, and to indemnify and hold harmless the County. The Group will be represented by an individual over the age of eighteen (18).
- B. The Group will submit a completed W-9 tax form along with signed Litter Agreement. Organizations with several chapters within the program area may be required to submit additional W-9 forms.
- C. The Group agrees to obtain and return required supplies and materials from BCSW during the hours of 7:30am to 4:00pm. These items must be returned to BCSW **the next business day** after the litter pickup event.
- D. The Group may allow minors between the ages of eight (8) and eighteen (18) to participate. Participants must be at least eight (8) years of age. When participants are under the age of eighteen (18), the Group must provide adult supervision with at least one (1) adult for every four (4) minors. However, under no circumstances shall anyone younger than eight (8) years of age participate in the event.
- E. The Group leader (or her/his designee) must meet with BCSW prior to the cleanup event to collect materials supplied by the County for the event. The Group leader will be informed of safety information to be presented to the entire group prior to work starting and will receive the Group Packet, including: Release of Liability Waiver Forms, the Two-Minute Survey, the Letter to the Editor guidelines, and the Release for Payment Checklist, all of which **must be completed after the cleanup and before payment**.
- F. Included in the safety information given to the Group leader are images of drug equipment and other items to avoid during the cleanup. The Group leader will show all Group participants the photographs supplied by the County and inform them that if they see anything they feel could be related to illegal activity they must *immediately* notify the Group leader, who will get in contact with BCSW to report the location of the materials. The leader must instruct the Group not to touch anything that appears to be dangerous or related to drug paraphernalia.
- G. All adult participants must sign a liability waiver. The parents/guardians of all participants under the age of 18 must sign a release of liability waiver form **before** the Group will allow the minors to participate in the cleanup event.
- H. **A group may only participate in Trash for Cash one (1) time per Fiscal Year (July 1<sup>st</sup> – June 30<sup>th</sup>) or at BCSW's discretion.** The County can only guarantee one (1) mile to each group that is approved. BCSW reserves the right to halt the program at any time for any reason. If, in the sole judgment of the County and BCSW, it is found that the adopting Group is not meeting the terms and conditions of this Agreement, the County may terminate the adoption agreement with 15 days.

### II. SAFETY REQUIREMENTS & PROCEDURES

- A. **GENERAL: Group will retain all liability for accidents, injuries, and damage caused and related to the Trash for Cash cleanup.** Each participant of the Group must attend a safety meeting given by the Group leader prior to participating in the event and adhere to the safety measures discussed at the meeting. The following safety requirements, at a minimum, must be discussed by the Group leader:

1. The Group will carpool to the cleanup site as much as possible, and legally park all vehicles clearly off the road surface, preferably in a business parking lot or a driveway if possible.
2. The Group will remove trash from both sides of a roadway designated by the County. This designation is known as cleaning “centerline miles”.
3. The Group will stay out of the roadway and will work exclusively from the shoulder of the road up to twenty feet off the side of the road.
4. Each Group participant will work closely with at least one other person and will not cross roadways during pickups. The Group will concentrate on cleaning one side of the road at a time or have separate teams working both sides of the roadway at the same time.
5. The Group will face oncoming traffic while working and be prepared to move out of the way of vehicles in emergency situations.
6. The Group will avoid overexertion and drink plenty of water, especially if the weather is hot and muggy.
7. Each Group participant will make the Group aware of any special health needs and the Group will have a first-aid kit available for emergencies (provided by BCSW).
8. The Group will be aware of surroundings by watching out for snakes, bees, poison ivy, noxious weeds, and other potentially harmful beings.
9. The Group will not open or remove lids from any containers.
10. The Group will fill bags one half to three quarters full and knot the bags for closure. The Group will not overfill the bags or squeeze/compact the bags, as injuries can occur with glass, sharps, or other objects in the bags.
11. The Group will leave the filled bags several feet from the roadway, in a central location, and/or on a straight stretch of the road rather than on curves or bridges. Bags not left for pickup will result in the group not getting paid for their Trash for Cash project.
12. The Group **WILL NOT PICK UP** hazardous items, such as hypodermic needles/syringes, broken glass, dead animals, items that resemble drug paraphernalia as described in the Group Packet, and large, heavy items such as appliances or barrels.

## **B. RECOMMENDED CLOTHING**

1. Each Group participant must wear the safety vest and gloves supplied by the County. ***The failure of any member of the Group to wear the safety vest and gloves will result in a termination of the Agreement.***
2. Each Group participant will dress appropriately for the weather and wear a hat, long sleeves, and/or sunscreen to avoid sunburn in the summertime and wear leather shoes or boots with ankle support to avoid foot injuries.
3. Each Group participant will not wear headphones or costumes.

## **C. POST EVENT REQUIREMENTS: Before funds are released to the Group, all the following must be completed:**

1. All safety vest and gloves will be washed by the Group.
2. The Group will return all supplies and materials (including the washed vests and gloves) to the County's Solid Waste Management Division between the hours of 8:00am and 3:30pm Monday through Friday (excluding holidays) at 5645 Idlewild Road, Burlington, KY 41005. The Group will also return any unexpended materials and supplies furnished by the County. **These materials must be returned by the next business day after the cleanup.**
3. The Group will agree to the terms and conditions outlined in this Litter Pickup Agreement by signing the attached form and returning to the Solid Waste Management office **no later than one week after the litter cleanup.**
4. The Group will complete and submit the Trash-for-Cash Two-Minute Survey to the Solid Waste Management Office **no later than one week after the litter cleanup.**
5. The Group agrees that Group participants will write and forward one (1) letter to the Boone County Community Recorder News Editor **within two weeks of the cleanup.** The letter is to describe the members' experiences in cleaning litter and the feelings of the entire Group relevant to the cleaning up of the litter. A Letter to the Editor Guidelines handout will be given to the Group before the cleanup.

6. Each group agrees to complete and submit a Release of Liability Waiver form for every participant to the Solid Waste Management Office **no later than one week after the litter cleanup.**
7. The Group acknowledges that the Boone County Solid Waste Coordinator will perform an inspection of the roadside after the event to verify the quality of the cleanup. If there are areas that need additional cleaning, they must be completed before funds will be released. **Failure of the Group to conduct a thorough and complete cleanup of the designated areas may result in dissolution of the Agreement, in which case no funds will be released.**
8. If bags are not left at the cleanup event for pick up by the Boone County Public Works Department, the group will not be paid for their Trash for Cash project.
9. The Trash for Cash Two-Minute Survey, copy of the Letter to the Editor, the Release of Payment from, and Release of Liability Waivers shall be submitted to the Boone SWC at the following address: Boone County Public Works, Division of Solid Waste, 5645 Idlewild Road, Burlington, KY 41005, by fax at 859-334-3635, or by email to [mclere@boonecountyky.org](mailto:mclere@boonecountyky.org).

**Please complete the information on the following page and return it to Boone County Solid Waste.**

**Please keep the above information for your records.**

**BY SIGNATURE BELOW, THE GROUP AGREES TO  
THE TERMS AND CONDITIONS OUTLINED IN THE  
DIVISION OF SOLID WASTE MANAGEMENT  
TRASH FOR CASH LITTER PICKUP AGREEMENT**

I, \_\_\_\_\_, representative of the Group \_\_\_\_\_, have read and fully understand the Division of Solid Waste Management Trash for Cash Litter Pickup Agreement and agree to adhere to the conditions and terms of this Agreement.

\_\_\_\_\_  
Group Name

\_\_\_\_\_  
Print Name of Group Coordinator

\_\_\_\_\_  
Contact Address

\_\_\_\_\_  
Group Coordinator Signature

\_\_\_\_\_  
Contact Telephone Number(s)

\_\_\_\_\_  
Contact Email

\_\_\_\_\_  
Boone County Solid Waste Coordinator Signature

\_\_\_\_\_  
Date Approved by Boone County Solid Waste Coordinator