



Town of Greece Adopt-a-Trail Program

There are more than 45 linear miles of recreational trails in the Town of Greece, most of which are maintained by the town. These trails contribute to the community's quality of life by providing access to and through the town's extensive system of parks, open space, and recreational facilities. The purpose of the Town of Greece Adopt-a-Trail Program is provide an opportunity for local businesses and organizations to be recognized in the community for contributing to the maintenance of these important assets.

How to adopt a trail

Organizations wishing to adopt a trail must submit an application which will be reviewed by the town. Adopting organizations will enter into an Adopt-a-Trail Agreement which outlines the nature of volunteer maintenance activities and responsibilities of involved parties.

What is expected of the adopting organization?

- Annual or semi-annual trash pick up
- Trimming of branches/brush
- Spreading mulch
- Clearing obstacles
- Marking trails
- Reporting trail conditions (unsafe conditions / vandalism / mis-use)

What are the rules?

1. Your organization must provide proof of insurance with the Town of Greece named as additional insured, and workers compensation if applicable
2. Trail maintenance activities must be scheduled and coordinated with the Town of Greece.
3. Gloves and long pants should be worn at all times by volunteers.
4. Use of power equipment or motor vehicles of any kind is prohibited.
5. Volunteers should not pick up needles, syringes, animal carcasses, large or heavy objects, or any other item which could cause physical harm to themselves or other volunteers. Such items, if encountered, should be reported to the Town of Greece for removal.
6. Volunteers should not engage in horseplay.
7. Children must be accompanied by adults. There should be no less than 1 adult present for every 6 children in a volunteer group.
8. Volunteers must act responsibly. The Town of Greece reserves the right to terminate Adopt-a-Trail agreements at its own discretion, or based on the conduct of individuals or organizations.
9. Trail maintenance performed under the Town of Greece Adopt-a-Trail Program may only be performed by organizations which have entered into an Adopt-a-Trail Agreement.



William D. Reilich, Supervisor

TOWN OF GREECE ADOPT-A-TRAIL APPLICATION

1 Vince Tofany Blvd.
Greece, New York 14612
Phone: (585) 225-2000

Organization: _____

Contact Person: _____

Address: _____

Phone: _____

E-mail: _____

- 1) Your organization is (check one): Business Non-Profit
- 2) Does your organization carry liability insurance? Yes No
- 3) Will your organization name the Town of Greece as "additional insured" in its insurance policy? Yes No

4) Describe your business or organization's work:

5) Approximate number of volunteers in your organization: _____

6) Age range of volunteers in your organization: _____

7) Trail your organization would like to adopt: _____

8) Reason your organization wants to adopt a trail: _____

SIGNATURE

DATE

Check this box to indicate you are a duly authorized representative of this organization

TOWN OF GREECE ADOPT-A-TRAIL AGREEMENT

THIS AGREEMENT, made this ___ day of _____, 2___, by and between the Town of Greece having offices at 1 Vince Tofany Boulevard, Rochester, New York 14612 (the “Town”), and _____, having offices at _____ (the “Volunteer Group”).

WHEREAS, the Town is desirous of maintaining its recreational trails in a cost-effective manner; and,

WHEREAS, the Volunteer Group is desirous of providing volunteer labor of its members to assist in maintaining the Town’s _____ Trail or section of said trail as shown in attached map, for the benefit of the community, and in exchange for recognition in _____ doing so; and,

NOW, THEREFORE, the parties mutually agree as follows:

- **Definitions**

- Adopt-a-Trail Agreement (or “Agreement”) - this agreement, made between the Town and the Volunteer Group
- Town – the Town of Greece, New York
- Volunteer or Volunteers – An individual or individuals which engage in volunteer trail maintenance activities pursuant to this Agreement, and are members or employees of the Volunteer Group which is a party to this Agreement
- Volunteer Group – The organization which is a party to this agreement

- **Responsibilities of the Volunteer Group:**

- The Volunteer Group will conduct trail maintenance activities including:
 - Trash and litter will be collected in or around April of each year
 - Branches and brush obstructing the trail shall be trimmed March or April of each year
 - Mulch if applicable
 - Check trail markers
- Volunteer Group will schedule and coordinate all trail maintenance activities with the town, including designating a central location for trash and debris to be collected for pick up.
- A representative of the Volunteer Group will ensure that all volunteers are aware of the rules described herein.
- Volunteers must wear gloves and long pants during trail maintenance activities.
- No power equipment or motor vehicles may be used.
- Volunteers should not pick up needles, syringes, animal carcasses, large or heavy objects, or any other item which could cause physical harm to themselves or other volunteers. Such items, if encountered, should be reported to the Town of Greece for removal.

- Volunteers should not engage in horseplay.
- Children must be accompanied by adults. There should be no less than 1 adult present for every 6 children in a volunteer group.
- **INSURANCE REQUIREMENTS.** The insurance requirements for all contractors of the Town are as follows and shall survive the expiration and termination of this Contract. The Contractor shall procure and maintain at its own expense until final completion of the work or services covered by the Contract, insurance in the types and amount as are set forth in the specifications which are attached hereto in Appendix A.

- **Responsibilities of the Town**

- The Town will furnish Adopt-a-Trail signage which recognizes the Volunteer Group.
- The Town will remove collected trash and debris from a central location which has been predetermined by the Town and the Volunteer Group.
- The Town will supply materials such as mulch as it determines necessary

- **Term**

This Agreement shall be valid for a period of 5 years from the date of signing by the Town.

- **Termination**

The Town of Greece reserves the right to terminate this Agreement at its own discretion, or based on the conduct of individuals or organizations.

- **Relationship**

The relationship of the Volunteer Group to the Town arising from this agreement shall be that of an independent contractor. Any and all Volunteers shall be considered members of the Volunteer Group only and not employees of the Town, and any and all claims arising under the Workers' Compensation Law of the State of New York on behalf of said Volunteers while so engaged, and any act or omission on the part of the Volunteer Group or Volunteers while so engaged in any of the trail maintenance activities provided to be rendered herein, shall be the sole obligation and responsibility of the Volunteer Group.

- **Indemnification**

The Volunteer Group hereby agrees to indemnify, save and hold harmless the Town, all its agents and employees from any and all attorney fees, fines, claims, demands, actions, or causes of action of whatsoever nature or character arising out of or by reason of its sole negligence or willful misconduct in execution or performance of work and services provided for herein.

IN WITNESS WHEREOF the parties have affixed their signatures below.

By these signatures, the parties agree to all the terms, conditions and provisions of this Agreement, containing this cover and signature sheet(s), and attachments.

DATED this ____ day of _____, 2013

Town of Greece

William D. Reilich, Supervisor

State of New York)
Town of Greece)

On the ____ day of _____ in the year 2013 before me, the undersigned, a Notary Public in and for said State, personally appeared **William D. Reilich**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; that she/he executed the foregoing instrument in accordance with Resolution adopted by the _____ Town Board on _____, 20__.

Notary Public

Adopt-a-Trail Organization

Name

State of New York)
Town of _____)

On the ____ day of _____ in the year 2013 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; that she/he executed the foregoing instrument.

Notary Public

Appendix A - INSURANCE COVERAGE MATRIX

CATEGORY	General Liability	Professional Liability (Errors & Omissions)	Work Comp & Disability	Vehicle Liability	Owner's Protective Liability	Contractor's Protective Liability
Professional Services	X	x	x			
Services provided by Engineers, Architects, Financial Consultants, Legal Consultants - typically requires an advanced degree.						
Service Contracts	X		x	x		
Non-professional services provided by contractors. If building repairs, Article-8 applies. If building services, Article-9 applies.						
Construction	X		x	x	x	x
Building and infrastructure construction or repair, Article 8 applies.						
Organized Leagues	X					

Standard Insurance Coverage (Contracts up to \$1,000,000):

Bodily Injury			Per			
Each Person	\$1,000,000		Chapter 41	\$1,000,000	\$1,000,000	\$1,000,000
Each Occurrence	\$1,000,000		of	\$1,000,000	\$1,000,000	\$1,000,000
Property Damage			Workers'			
Each accident	\$1,000,000		Compen-	\$1,000,000	\$1,000,000	\$1,000,000
Aggregate	\$3,000,000		sation	\$1,000,000	\$3,000,000	\$3,000,000
Service Performed		\$1,000,000	Law			
Work with a value in excess of \$1,000,000 shall have \$3,000,000/\$5,000,000 for General Liability/Property Damage.						

Construction projects up to \$5,000; Service contracts up to \$20,000:

Bodily Injury			Per			
Each Person	\$500,000		Chapter 41	\$500,000	\$500,000	\$500,000
Each Occurrence	\$500,000		of	\$500,000	\$500,000	\$500,000
Property Damage			Workers'			
Each accident	\$500,000		Compen-	\$500,000	\$500,000	\$500,000
Aggregate	\$1,000,000		sation	\$500,000	\$1,000,000	\$1,000,000
Service Performed		\$500,000	Law			

Service contracts up to \$5,000:

Bodily Injury			Per			
Each Person	\$250,000		Chapter 41	\$250,000		
Each Occurrence	\$500,000		of	\$500,000		
Property Damage			Workers'			
Each accident	\$250,000		Compen-	\$250,000		
Aggregate	\$500,000		sation Law	\$500,000		

Acceptable Forms

General Liability	Town shall be listed as "Additional Insured", and the additional insured endorsement is to be provided along with the Certificate of Insurance.
Worker's Compensation	WC/DB100; revised C-105.2 (9/07); U-26.3; SI-12; GSI 105.2.
Disability Benefits	WC/DB100; DB-120.1; DB-155.