

Village of Hastings-on-Hudson

• Adopt-a-Spot •

Adopter Agreement, Plan, Maintenance Plan & Waiver

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A. AGREEMENT

This Agreement, between _____ and the Village of Hastings, is for the Spot called _____, as described in the Adopter's Application.

1. General Adopter Requirements

Adopter(s) and their volunteers will comply with all requirements outlined in the Village of Hastings Adopt-a-Spot program.

- **Basic Responsibilities and Duration:**
 - Adopter(s) commit(s) to outlined activities for a minimum of one year.
 - Spots can be renewed as many times as Adopter(s) wish, as long as the site is well-maintained.
 - Adopter(s) will pick up litter and perform other maintenance tasks no less than three times per year. Ideally cleanups will be done as often as necessary to maintain an attractive Spot.
- **New Garden Plan & Maintenance:**

Adopter(s) *installing new gardens or plants or performing significant*

alterations will submit details in their garden [Plan](#) and review and comply with their garden [Maintenance Plan](#).

- **Neighbor Notification**

Adopters are encouraged to confer with neighbors before developing plans that involve a **new garden or significant alterations** to a Spot. Adopters must notify all residents whose homes face the adopted Spot with a general description of their project, in writing, either on paper or by email, if it includes a new garden or significant renovations, before submitting their Agreement.

- Collaborating with neighbors on a local public space is a fantastic opportunity to build relationships and deepen community resilience.

- **Waste:**

Participants may place filled trash bags and materials on the street shoulder for disposal by the Village and by notifying the Adopt-a-Spot coordinator of the need for pickup, or place materials for disposal at a Volunteer residence for regular curbside pickup.

- **Green waste**, which includes grass, leaves, small brush, twigs, plants and flowers, must be placed in paper leaf bags and kept separate from other types of trash. Brush and branches can be bundled together and tied with twine. Branches may not exceed 3 inches in diameter, 3 feet in length or 24 inches in any other dimension.
- **Trash for DPW pickup** must be bagged, and **recyclables** should be loose in a container. Deposit bottles may be returned for deposit and the proceeds kept by participants.
- **No materials or debris** shall be swept or disposed of into roadways, sidewalks, catch basins or storm drains.

- **Tracking Hours:**

Adopter(s) are encouraged to keep track of and report all hours spent. Parks staff will tally this information, which helps the Village in the following ways:

- Accounts for total donated time to the Village for statistical reports.
- Quantifies the growth or decline in volunteer participation.
- Assists students in documenting community service hours.

- **Adding members to your Group at a later date:**

- New members that join your group must sign and return the Volunteer [Waiver](#) to the Adopt-a-Spot Coordinator prior to participating.
- Group leaders are responsible for training new members in their tasks and [program Safety Rules](#).

2. The Role of the Village

- The Village will furnish and install an Adopt-a-Spot sign with the adopting Group name or acronym and will install it at the Spot. The Village will also acknowledge Adopters and their Spots on the Village website.
- The Village will remove filled trash bags and green waste from the street shoulder. Adopter(s) must contact the Adopt-a-Spot coordinator to make arrangements for waste pickup.
- The Village will assist the adopting Group in cleaning up any large, heavy or dangerous litter items that are discovered.
- The Village will seek to connect Adopter(s) with volunteer community members who can provide counsel and advice.
- The Village may suspend this agreement temporarily because of construction or road work in the assigned area. Once construction is complete, the adopting group will be notified and the agreement restored.
- The term of this agreement shall begin on the date of execution indicated below and shall expire on January 1st on any given year. The adopting Group will have one month to renew their adoption.
- Upon termination of this agreement, the Adopt-a-Spot sign will be removed and all plantings or other improvements will remain the property of the Village.

B. SAFETY RULES: All Volunteers must review and comply with these Rules.

➤ GENERAL SAFETY

- In case of emergency, participants will call 911.
- **Before any digging anywhere to a depth greater than six inches**, the Volunteer will contact the Adopt-a-Spot coordinator to ensure the area is reviewed for utility line locations.
- Volunteers will only use hand tools.
- Every participant must sign a [Waiver](#). Participants under age 18 must have the Waiver signed by a parent or legal guardian before assisting. Waivers must be filed with the Village Adopt-a-Spot coordinator prior to commencing work.
- The Adopter(s) assume(s) all risks in connection with the adopting group's participation in this program and further to hold harmless the Village of Hastings, its officials, employees and agents for any injury or damages which may occur while participating in this program.
- Adopter(s) will report all accidents involving injury or equipment damage to the

Adopt-a-Spot coordinator.

➤ **TRAFFIC SAFETY**

- Adopters may not block traffic or impede its flow. Plantings may not block sight lines necessary for traffic safety.
- Volunteers will not do or say anything that may be distracting to passing drivers.
- If working on Farragut Avenue, Farragut Parkway or Broadway, all volunteers must be at least 16 years old.
- Work sessions may only take place during daylight hours. Volunteers are encouraged to wear light clothing, as it is most visible, to wear safety vests when working in areas near traffic, and to don work gloves and shoes.
- Participants will not wear headsets, earbuds or engage in conduct which could divert their attention or impair their ability to perceive hazards from traffic or other dangerous situations
- Participants will not bring pets to work sessions.

➤ **WEATHER SAFETY**

- Clean-up will be postponed or stopped immediately in the case of hazardous weather, such as lightning or thunder, heavy winds, or dense fog.

➤ **WASTE SAFETY**

- Participants who find anything that is hazardous or suspected to be hazardous will not touch it, but will flag the item for disposal by the Village. This includes hypodermic needles, chemicals, dead animals and any suspicious-looking items.
- Anyone picking up litter will wear work gloves and use caution in handling items; broken or jagged objects can cause injury.
- Participants will leave any heavy or large materials in place and notify the Village for pickup.

C. GARDEN PLAN

APPLIES ONLY TO NEW GARDEN INSTALLATIONS

The Village, via a member of the [Hastings Pollinator Pathway project](#), will review each Spot's Plan for suitability and appropriateness of landscaping. Your plan will also be reviewed for issues of traffic or pedestrian safety. Parks & Rec will also review any plans for work in Village Parks.

Adopters installing new gardens or performing significant renovations or changes will notify all neighbors whose homes face the adopted Spot. Notification will be in writing, on paper, and delivered to adjacent households prior to submitting this application and will include a general description of the project.

For garden installations, please provide:

Dimensions _____

List of plant species to be included; you can include shrubs and/or trees in your Plan if appropriate to the site, and continue this list on another page. Minimum of 50% of planted area must be native plants, and no prohibited plants may be planted; see species lists below.

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Specify a kind of visible border material that will inform landscaping contractors where your planted area begins (so as not to accidentally mow it), if applicable:

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On a separate piece(s) of paper:

- Provide a sketch of your proposed garden design, with locations of plants. You can scan or photograph your sketch and upload with this submission, or email to adoptaspot@hastingsgov.org.

A minimum of 50% of all plants planted must be native to the region, and no prohibited or restricted plants may be planted. For species lists, see:

- [Native plants for sun](#)
- [Native plants for shade](#)
- [Native plants for birds](#)
- [DEC's NYS prohibited and regulated invasive species](#)

We recommend native plants that deer don't target. Here are some examples:

- **Black Cohosh** (*Actaea racemosa*, perennial, part to full shade)
- **Wild Columbine** (*Aquilegia canadensis*, perennial, full to part shade)
- **Butterfly Milkweed** (*Asclepias tuberosa*, perennial, full sun)
- **Pennsylvania Sedge** (*Carex pensylvanica*, grass, full to part shade)
- **Summersweet** (*Clethra alnifolia*, shrub, full sun to part shade)
- **Red Twig Dogwood** (*Cornus sericea*, shrub, full sun to part shade)
- **Hay-scented Fern** (*Dennstaedtia punctilobula*, perennial, full to part shade)
- **Wild Geranium** (*Geranium maculatum*, perennial, full sun to part shade)
- **Winterberry** (*Ilex verticillata*, shrub, full sun to part shade)
- **Switchgrass** (*Panicum virgatum*, grass, full sun)
- **Little Bluestem** (*Schizachyrium scoparium*, grass, full sun)
- **New England Aster** (*Symphotrichum novae-angliae*, perennial, full sun to part shade)
- **Foamflower** (*Tiarella cordifolia*, perennial, part to full shade)
- **Stiff-leaved goldenrod** (*Solidago rigida*, best in full sun)

Reach out to the [Hastings Pollinator Pathway](#) for more plant suggestions, seeds and plant sharing. Questions welcome as we figure this new program out together!

Adopters installing or maintaining gardens must also read and agree to the following maintenance guidelines.

D. GARDEN MAINTENANCE AGREEMENT

APPLIES ONLY TO NEW GARDEN INSTALLATIONS

All gardens require maintenance to perform their best. Their overall health and appearance is in direct relationship to how well you maintain them, and the first three years are especially important. Every project is different—you may be approaching yours as an individual, a school group or scout troop, a group of citizens, or a business— which means that your particular project will mirror your very specific resources and needs. Here is a loose maintenance guide to help you create a plan tailored to your project.

Maintenance of your project will likely include hand-weeding, hoeing, replanting, trimming, watering, troubleshooting, and fall and spring clean up. Give careful consideration to the maintenance before you begin your project, and commit to a robust maintenance plan. Not only will a project without a healthy maintenance plan certainly fail, but tending and caring for a garden is what makes it so rewarding! There is evidence that people who garden are less stressed and that they even live longer.

SUGGESTED MAINTENANCE PLAN

Commit to a pesticide-free garden for the pollinators!

Year 1 - Spring/Summer

- In the beginning, you can expect to need to weed once every 1-2 weeks. As your project grows and the plants mature, they will require less weeding.
- Adopt-a-Spot gardens will remain on the Village watering regimen, but check on your plants anyway. Watering will likely be required more in the garden's first year than subsequent years. Ideally a new garden will get an inch or two of water per week and we are often lucky to get that much rain here in the Northeast. During dry spells, you will want to monitor for dryness and [inform the Village Adopt-a-Spot coordinator](#) if your garden needs additional watering. You are also welcome to add water as needed, being mindful that deep soaks produce deeper roots; frequent light watering will produce shallower ones.
- A word about trimmings and cleanup: many living species use the spent blooms, leaves and stalks of plants to molt or overwinter. Wherever you can avoid trimming, raking, or otherwise disturbing these processes, the better. Where aesthetics are of high importance, trim back damaged leaves across the plot as necessary, training participants to do so minimally. Do plan to trim and tidy edges—this goes a long way in creating an appearance of care.

Year 1 - Fall

- Watering can be decreased in the fall, but you should continue to monitor your Spot regularly by checking soil moisture level. Similarly, you can taper off on weeding as winter approaches.
- Putting your garden to bed: weed fully, tidy up, and then let the garden rest until spring. Trim back plants with hollow stems to approximately 15"-18" high – leaving hollow plant stalks standing through winter creates important habitat as the stems often provide winter homes for native insects. In addition, birds forage for seed in fall on dried seed stalks. If you can leave these standing until seeds drop, that's best for birds. Leave a good layer of fallen leaves in your beds: these provide winter habitat and nourish the soil for the spring. Often, the underside of dead leaves provides the nursery for next season's pollinators. In actuality, when you put your garden to bed, it's still full of life!

Year 2 - Spring/Summer

- Spring clean up: Wait as long as you can to do your spring garden clean up to protect pollinators that have yet to emerge. Ideally, wait until daytime temperatures are consistently above 50 degrees F for at least seven consecutive days. If you cannot wait, take the cut stems and gather them into small bundles of a few dozen stems each. Tie the bundles together with a piece of jute twine and hang them on a fence or lean them against a tree on an angle. The insects sheltering inside of them will emerge when they're ready.
- At this stage, your project is still new and vulnerable, but gaining robustness. Monitor for soil moisture.
- Weed gardens as needed, usually once every couple of weeks.
- Trim back to remove damaged/old growth where necessary.
- Spread organic material around the garden (compost, organic fertilizer). If done each spring, this will improve soil quality over time. Improving soil quality improves your garden's ability to hold water.
- Mulch: Once you've got your garden planted, mulching will help retain moisture and suppress weeds, but can also deter ground-nesting bees. (The majority of native bees are ground-nesting.) After spreading fertilizer and/or organic matter, we recommend top-dressing your project with no more than 2" of mulch. Monitor your site to see how nesting species respond. If you're planting a garden with ground cover, there's no need to add mulch, but you should hoe your garden weekly for the first season and maybe a bit the next year, depending on when you planted, to reduce weed pressure while the ground cover is taking hold.

Year 2 - Fall

- Cut back only as necessary
- Weed as necessary
- Put your garden to bed – see Fall notes for Year 1 above

Year 3 - Spring/Summer

- See notes on Spring Clean up for Year 2 above
- Monitor for water. The need for additional watering should be rare for year 3 and onward
- Weed gardens once every two-three weeks or as necessary
- Trim back dead flowers and damaged leaves as necessary
- Spread organic material around the garden (compost, organic fertilizer)
- After spreading fertilizer, mulch 2” or less or leave bare

Year 3 - Fall

- Cut back only as necessary
- Weed as necessary
- Put your garden to bed – see Fall notes for Year 1 above

E. AGREEMENT SIGNATURES. Spot Name: _____

For the ADOPTING GROUP:

- I have read the Adopt-a-Spot Agreement
- I will abide by its Safety Rules
- I have attached my Garden Plan, if applicable
- I will maintain my new garden per the Maintenance Plan attached, if applicable
- I have notified Spot neighbors, if applicable

Signature: _____

Name: _____

Title, if applicable: _____

Date: _____

For the VILLAGE OF HASTINGS:

Signature: _____

Name: _____

Title: _____

Date: _____

F. WAIVER

Every Adopt-a-Spot participant, or participant's parent or legal guardian if under 18, must sign and [return this 2-part Waiver to the Adopt-a-Spot coordinator](#). You can also [fill out this Waiver online](#).

RELEASE OF LIABILITY and CODE OF ETHICS AGREEMENT

I. RELEASE OF LIABILITY

I, _____, as a volunteer with the Village of Hastings-on-Hudson, agree to waive any and all claims against the Village of Hastings-on-Hudson and its Parks & Rec Department and to release the Village of Hastings-on-Hudson and its Parks & Rec Department of any and all liability for any loss, damage, injury, or expense, of whatever form or nature, for bodily injury, death, or property damage, that I may suffer as a result of participating in the Adopt-a-Spot Program.

I have read and understand this release. I am aware that by signing this release, I am waiving certain rights that my heirs, next of kin, executors, administrators, and assigns may otherwise have against the Village of Hastings-on-Hudson and its Parks & Rec Department.

I acknowledge and agree that my (or my child's) services are provided for the convenience of the Village of Hastings-on-Hudson and may be terminated for any reason or for no reason and at any time by the Village without prior notice or hearing.

I, the undersigned, certify that the information stated on this agreement and release is true, complete and correct to the best of my knowledge and belief and is made in good faith. Any false statements made by me may be used as a basis of rejection for this application or termination of volunteer services.

This agreement shall remain in effect until terminated in writing by either party.

II. VILLAGE OF HASTINGS-ON-HUDSON CODE OF ETHICS AGREEMENT

Volunteers are an important asset to the Village's workforce and make it possible for the Village to deliver services to Village residents. As a volunteer, you represent the Village of Hastings-on-Hudson. As such, it is important that you adhere to the Village's Volunteer Code of Ethics.

I, _____, as a volunteer with the Village of Hastings-on-Hudson, agree to:

Conduct myself in a professional manner; maintaining high standards of integrity and honesty; to treat all members of the public, employees, and other volunteers with respect and courtesy; and to avoid any activity that could be seen as a conflict of interest, such as accepting gifts or favors from individuals or businesses that could be seen to be an attempt to influence a Village decision.

Check boxes:

- I also agree to respect confidential information that is available to me as a result of my volunteer work with the Village, and refrain from using it for personal gain or for personal, non-Village business related reasons.

- I also agree to reinforce the Village of Hastings-on-Hudson's commitment to equal employment opportunity by maintaining a work environment free of racial and sexual discrimination and harassment.

- I understand that I may be released from my volunteer position with the Village of Hastings-on-Hudson for not adhering to the above Code of Ethics.

Volunteer Signature (or Parent/Guardian if under 18 yrs old):

Date: _____