

PUBLIC NOTICE

BOROUGH OF CLAYTON

SUMMARY OF ORDINANCE 10-2023

AN ORDINANCE AMENDING THE PARK AND RECREATION FIELD AND FACILITIES USAGE POLICY AND FEE SCHEDULE

The purpose of this Ordinance is to amend the Park and Recreation Field and Facilities Usage Policy and Fee Schedule for the Borough of Clayton.

A copy of this Ordinance can be obtained without any cost, by any member of the general public in the Borough Clerk's office within the Borough of Clayton in the Municipal Building, 125 North Delsea Drive, Clayton, New Jersey, during normal business hours, Monday through Friday from 8:00 a.m. to 4:00 p.m.

This Ordinance was introduced at a meeting held on the 23rd day of March, 2023. It is scheduled for a public hearing and final adoption at a meeting of the Mayor and Council of the Borough of Clayton beginning at 6:30 p.m. on the 13th day of April, 2023, at the Municipal Building, 125 N. Delsea Drive, Clayton, New Jersey.

Christine Newcomb, Municipal Clerk
Borough of Clayton

BOROUGH OF CLAYTON



USE OF BOROUGH FACILITIES POLICY As of January 1, 2023

I. Policy Statement

The Borough of Clayton has established this policy to govern the use of Park and Recreation facilities (fields, parks, buildings and other facilities) owned by the Borough. Any individual, group, or organization, whether part of the Borough or outside the jurisdiction of the Borough, must adhere to the responsibilities and requirements of this policy. The intent of the policy is to:

- ensure the safety of those using any Borough park, field or recreation facility.
- ensure the field or facility is maintained and protected from misuse, damage or neglect.
- ensure those who oversee the field or facility know of and approve its use.

II. Requirements and Stipulations for Use of Borough Facilities

The following are the general regulations for using any Borough of Clayton Park and Recreation field, park, or facility. Applicants must also follow any specific rule that is applicable for a specific facility.

- Any individual, group, or organization requesting to use one of the Borough's Park and Recreation facilities, parks, or fields must complete and submit the following documents to the Park and Recreation Committee:
 1. Use of Facilities Contract – Exhibit A
 2. Use of Facilities Agreement – Exhibit B
 3. Hold Harmless Agreement – Included in the Use of Facilities Contract
 4. All insurance documents as described in the Use of Facilities Contract and Use of Facilities Agreement.

Please note: Anyone making a request to use Borough facilities must be 21 years of age or older.

- Requesting individuals and organizations will be entirely responsible for the conduct and actions of those individuals attending and participating in activities. Disruptive behavior, inappropriate language and other generally disorderly conduct is not permitted and will not be tolerated.

- Requesting individuals and organizations will be entirely responsible for ensuring that all individuals attending and participating in activities while using Borough facilities comply with the requirements and prohibitions set for in The Borough of Clayton Code Chapter 68.
- Some of the facilities can accommodate simultaneous uses/events. The applicant understands and acknowledges that requests for one of these would, therefore, be for non-exclusive use of the facility. For example, Autumn Pasquale Memorial Park can accommodate a family barbecue and a youth football game at the same time (at different locations in the park).
- The applicant understands and agrees not to permit the use of any or parts of the facility and or property to any other person, group or organization without the written approval of the Parks and Recreation Committee and the Borough of Clayton.
- All individuals, groups, or organizations using any Borough facility must conform to the Borough of Clayton's Youth Sports Code of Conduct.
- Violators and responsible individuals and organizations will be prosecuted and permission for future use will be immediately revoked.
- **It is the Applicant's responsibility to supervise any minors using the facility. All minors must be supervised by one or more adults at all times and are not to be left alone at the facilities for any reason.**
- The Applicant is responsible for supplying the proper Liability Insurance documentation.
- Preference will be given to Clayton residents if more than one Applicant requests the use of a facility on the same day.
- The Borough reserves the right to impose conditions on the approval of an application, including the posting of escrow fees for the anticipated cost of police and/or public works support services.

III. FEES

- The fees for the use of any field, park, or facility are specified in Appendix C.
- The governing body may reduce or waive the rental fees at its discretion.
- Exempt Groups will not be charged any fees. An exempt group shall consist of eighty (80) percent of Clayton residents and a roster of participants with home addresses must be completed and submitted with the Application.
- Additionally, the following groups will be exempt from any fees:
 - Borough of Clayton Committees (Special Events, Veterans Committee, et al)
 - Clayton church groups/athletic teams
 - The "Clayton Seniors" senior citizens' club
 - Borough youth sport teams
 - Home Owner Associations in Clayton
 - Clayton Elementary/Middle/High School sports teams

III. Insurance

- Applicants are required to obtain general liability insurance at minimum amount of:
 - \$1,000,000, per occurrence
 - \$2,000,000 aggregate
 - **For all events/programs/activities involving minor/youth participants, the applicant shall obtain insurance coverage of \$1,000,000 per occurrence for Sexual Abuse, Injury, or Molestation (SAM).**
- An approved applicant shall submit a certificate of insurance naming the Borough of Clayton, its officers and officials as certificate holder and additional insured. A copy of the additional insured endorsement must be provided along with the certificate of insurance.
- The Hold Harmless Agreement included in the Use of Facilities Agreement shall be properly executed and submitted with the Certificate of Insurance and a copy of the additional insured endorsement to the Borough Clerk's Office.

IV. Approval Process

- The Borough Park and Recreation Committee will review this form for completeness and, with input of the Public Works Clerk, determine there is no conflict with needs of the Borough's youth sports programs. The Committee will render a decision on the request
- The applicant requesting the use of a Borough field or facility must submit the Use of Facilities Contract, Use of Facilities Agreement, and all insurance documents to the Park and Recreation Committee. If the Committee approves the request, the Committee Chair will submit the application to Borough Council for its approval. The applicant will be notified of Council's approval/disapproval by the Public Works Director or the Borough Administrator, who will sign the form on behalf of the governing body.
- Exception: There may be special circumstances regarding the use of Borough fields or facilities such that an applicant cannot wait for the next scheduled Council meeting for the request to be considered. In such circumstances, the Council Liaison for the Park and Recreation Committee, along with the Park & Rec Council Committee, can approve a request on behalf of the governing body.

V. Rules for Use of Fields, Parks, and Recreation Facilities

1. In the event of inclement weather, the responsible party must contact the Borough Public Works Director or Administrator regarding whether the facilities may be used. Severe weather conditions may cause unsafe conditions, or cause damage at the facilities, and may require the event to be cancelled. The decision to cancel events due to weather is solely at the discretion of the Borough.
2. The applicant understands and agrees that the Parks and Recreation Committee and the Borough of Clayton reserves the right to require sufficient time to process applications and may limit the frequency of use of the facilities. The Parks and Recreation Committee and the Borough of Clayton has the final decision on the use of any facility and reserves the right to refuse use of the facilities to anyone who fails to comply with these policies.

3. The applicant understands and agrees not to permit the use of any or parts of the facility and or property to any other person, group or corporation without the written approval of the Parks and Recreation Committee and the Borough of Clayton.
4. Property of the Parks and Recreation Committee and the Borough of Clayton shall not be removed from any park or facility at any time. Any items missing will be assessed to the applicant.
5. All advertising, except that incidental to programs and all sale of merchandise or other materials, is forbidden on premises, unless specific approval is obtained from the Borough prior to the scheduled function.
6. The applicant understands and agrees that the Parks and Recreation Committee and the Borough of Clayton reserve the right to nullify any/all applications and agreements within a 60 day grace period of the function/event to order to generate space for any Borough function.
7. The applicant shall be responsible for any damages to any park, field, or facility, and will be required to repair or restore any use-related damage or wear to the facility or the applicant (group) will be assess the cost to replace and/or repair any damaged item or area.
8. The applicant understands and agrees that the Parks and Recreation Committee and the Borough of Clayton will be held harmless for any loss of profits or expenditures that may originate due to cancellation.
9. The Parks and Recreation Committee and the Borough of Clayton and its constituents shall not be liable for any injury or property damage occurring or to the demised premises or to any persons thereon resulting from (1) a loss of property by theft or burglary, (2) accidental damage to person or property on or about the premises from the use of any utility on the premises, (3) any damage caused by action of the natural elements, or(4) damage or injury resulting from the conduct of the applicant whether negligent or otherwise. The applicant shall not make any claim against the Borough of Clayton or the Parks and Recreation Committee for any loss or damage described herein.
10. The applicant understands and agrees that if at any time the Parks and Recreation Committee and the Borough of Clayton determines that the activities pose a danger to persons or property, the Parks and Recreation Committee and the Borough of Clayton shall have the right to close down all or part(s) of the facility or function/event covered by this agreement. The decision of when or if to reopen the facility or function/event belongs to the Parks and Recreation Committee and the Borough of Clayton. There will be no refunds to the applicant if the facility closes for these reasons.
11. The placement of posters and banners within or on the grounds of each of the facilities will require prior approval.
12. Solicitation of funds is not permitted and no admission fees may be charged.
13. The following are prohibited at any facility, park, or field, and failure to comply with this regulation will cause the said function/event to be closed immediately:
 - a. Possession or consumption of alcohol in and around the premises.
 - b. Possession or consumption of drugs in and around the premises.

- c. Smoking (including e-cigarettes), chewing tobacco and spitting.
 - d. Gambling unless an approved NJ state license is obtained.
14. Violators and responsible individuals and organizations will be prosecuted and permission for future use will be immediately revoked.
 15. Any individual, group or organization using the concession stand of any Borough facility must meet all Gloucester County Board of Health requirements.) are prohibited.
 16. No open fires are permitted at any facility.
 17. No firearms, knives or other weapons are permitted.
 18. Use of areas other than the ones approved per the application is prohibited.
 19. The Borough has zero tolerance to any damage caused by vandalism. The Borough interprets vandalism as the willful or malicious destruction or defacement of property. The Borough has zero tolerance to any damage caused by vandalism. The Parks and Recreation committee or the Borough of Clayton Council will determine disciplinary action taken due to vandalizing its parks, fields, or facilities.
 20. The applicant is responsible for the proper use of the facilities. Facilities shall be left in the condition in which they were received. Normal clean up shall be performed by the applicant following use. Normal clean up shall include removal of all materials brought in, disposal of all trash in proper receptacles and recycling containers, and the cleaning of any bathrooms used.

**BOROUGH OF CLAYTON
125 N. DELSEA DRIVE
CLAYTON, NJ 08312
PHONE: (856) 881-3778**

USE OF FACILITIES CONTRACT

Organization's Name _____

Address _____

Phone # _____ Email Address _____

Sponsor (if applicable) _____

Applicant's Name _____

Address _____

Phone # _____ Email Address _____

Contact Person (if different from Applicant) _____

Address _____

Phone # _____ Email Address _____

Nature of the request (must be specific) _____

Facility/Location Requested (must be specific) _____

For Single Day Event:

Date _____ Start/End Time _____

For Multiple Day Event:

Start Date _____ End Date _____

Day(s) of the Week:

_____ Sun _____ Mon _____ Tue _____ Wed _____ Thur _____ F _____ Sat

Start/End Time: _____

Applicant's Signature

Date

I/We hereby request the use of the facilities specified above and agree to all terms included in the Borough of Clayton Use of Facilities Contract and the "Use of Facilities Agreement". Reference is hereby made to the general guidelines and by such reference made a part of this contract.

NOTE: Any advertisement, agenda, flyer, or program for events not specifically sponsored by Borough of Clayton must contain the following statement:

**"This event is not sponsored or endorsed by Borough of Clayton"
(Above statement should be in a font size no less than 12 pt.)**

REQUIREMENTS

- Applicant must have a copy of Borough of Clayton Use of Facilities Contract in their possession at all times during usage dates.
- Applicant agrees to comply with all requirements and prohibitions set forth in Chapters 68 and 97 of the Borough of Clayton Code.
- Applicant is responsible for placing all trash, debris, etc. in dumpster's/trashcans located onsite before vacating the facility.
- Applicant is responsible for cleanup. Any additional cleanup required by the Borough will be billed to the renter at prevailing wage rates.
- Possession of weapons, alcohol, illegal or controlled substances on Borough property is prohibited.
- Applicant agrees that all participants must wear any and all safety equipment for the specified sport.
- Applicant agrees that all participants must follow the rules set forth by the national governing body of the specified sport.
- Applicant agrees that all officials must be certified.
- Applicant must submit Use of Facilities Agreement, Certificate of Insurance and the additional insured endorsement as required.
- Borough of Clayton reserves the right to cancel use if fields are in disrepair.
- Parking or driving on fields will be cause for cancellation of use Facilities Contract.
- Field(s) may be closed from time to time for maintenance. Recreation or Public Works Department will provide notification as to dates.
- No contract changes will be honored within ten business days of an event.
- Applicant will be required to pay fees for the use of facilities as outlined in Appendix I.

Organization Responsible Party – Print

Borough Representative – Print

Organization Responsible Party – Signature

Borough Representative – Signature

Date

Date

HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law,

(Name of Individual/Organization)

Address of Individual/Organization: _____

agrees to defend, pay on behalf of, indemnify, and hold harmless the Borough of Clayton, its elected and appointed officials, its agents, employees and volunteers, and others working on behalf of the Borough of Clayton from and against any and all claims, demands, suits, or loss, or damages of any kind, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Borough of Clayton, its elected and appointed officials, its agents, employees, volunteers or others working on behalf of the Borough of Clayton, by reason of personal injury, including bodily injury or death and/or property damage, including the loss of use thereof, which arises out of or is in any way connected or associated with this contract and in any manner relating to the planned event associated with said contract. By signing below, the signing party further affirms that such party has full authorization to execute this Agreement.

Organization Responsible Party – Print

Organization Responsible Party –Signature

Date

**BOROUGH OF CLAYTON
125 N. DELSEA DRIVE
CLAYTON, NJ 08312
PHONE: (856) 881-3778**

USE OF FACILITIES AGREEMENT

BOROUGH of CLAYTON, a Municipality of the State of New Jersey, hereby agrees to allow

(Name of Person(s) or Organization)

hereinafter referred to as "Applicant", to use the facilities listed below:

Name & Location of Facility:

Hereinafter referred to as facility for the purpose of:

on the following date(s):

The above Applicant shall inspect the described FACILITY(IES) prior to the use of the FACILITY(IES) and report any defective, hazardous, or dangerous conditions found at the FACILITY(IES) to:

Greg Sawyer, Public Works Director
(856) 881-3778 or gsawyer@claytonnj.com

BOROUGH OF CLAYTON and **APPLICANT** shall immediately cease the use of the FACILITY (IES) until such defective, hazardous, or dangerous conditions are remedied. After the use of the FACILITY(IES), **APPLICANT** shall immediately report to the BOROUGH OF CLAYTON any and all defects, hazards, damages, or dangerous conditions upon or adjacent to the FACILITY(IES).

Addressing the Protection and Safe Treatment of Minors **APPLICANT** verifies and asserts that all activities conducted at the FACILITY(IES), shall be in full compliance Under New Jersey law (N.J.S.A. 9:6-8.21) and the Borough of Clayton's Protecting Children Policy applicable to sports leagues and recreation programs which can be reviewed at:

www.claytonnj.com

and:

[https://www.nj.gov/dcf/reporting/links/#:~:text=9%3A6%2D8.21\).&text=Any%20person%20having%20reasonable%20cause,CP%26P\)%20by%20telephone%20or%20otherwise.](https://www.nj.gov/dcf/reporting/links/#:~:text=9%3A6%2D8.21).&text=Any%20person%20having%20reasonable%20cause,CP%26P)%20by%20telephone%20or%20otherwise.)

INDEMNIFICATION:

Applicant shall indemnify, save harmless and defend BOROUGH OF CLAYTON, its elected and appointed officials, its employees, agents, volunteers, and others working on behalf of the BOROUGH OF CLAYTON, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims, or demands arising out of APPLICANT's use of the named Facilities, including all suits or actions of every kind or description brought against the BOROUGH OF CLAYTON, either individually or jointly with APPLICANT for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, any of the activities conducted by or caused to be conducted by APPLICANT, or through any negligence or alleged negligence in safeguarding the FACILITY(IES), participants or members of the public, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the APPLICANT, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the APPLICANT. By signing below, the signing party further affirms that such party has full authorization to execute this Agreement.

INSURANCE REQUIREMENTS:

Submit proof of general liability insurance:

- 1) one million dollars (\$1,000,000) each occurrence
- 2) two million dollars (\$2,000,000) general aggregate.
- 3) for all events/activities/programs involving minor/youth participants, coverage shall also include a one million dollar (\$1,000,000) Sexual Abuse, Injury, or Molestation (SAM) limit of insurance.

The APPLICANT is required to name the Borough of Clayton as an "Additional Insured" on the Applicant's Commercial General Liability (GL) Insurance Policy and provide a Certificate of Insurance with the Borough of Clayton **with a copy of the GL "Additional Insured" endorsement** attached to this certificate. The specific "Additional Insured" language on the certificate shall read as follows:

"The Borough of Clayton including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers."

SCHEDULE OF INSURANCE

The schedule of insurance and the limits of liability for the insurance shall provide coverage for not less than the amounts listed in the schedule below. or greater where required by law.

- Notwithstanding the indemnification and defense obligations of the APPLICANT, the APPLICANT shall provide at its own cost and expense proof of the following insurance to the BOROUGH OF CLAYTON:
 - General Liability including Products & Completed Operations Insurance with a minimum combined single limit of liability per occurrence for bodily injury and property damage of one million (\$1,000,000) dollars with a minimum annual aggregate of two million (\$2,000,000) dollars.
 - For all events/programs involving minor/youth participants, coverage shall also include a one million dollar (\$1,000,000) Sexual Abuse, Injury, or Molestation (SAM) limit of insurance.
- Borough of Clayton shall be named as an "Additional Insured" and a copy of the additional insured endorsement shall be attached to the Certificate.

- Failure by the APPLICANT to supply such written evidence of required insurance and to maintain same for the duration of this agreement shall result in default of this agreement and APPLICANT shall be prohibited from using said FACILITY (IES).
- The insurance companies for the above coverage must be licensed by the State of New Jersey and acceptable to the Borough of Clayton. The APPLICANT shall take no action to cancel or materially change any of the insurance required under this Contract without the Borough of Clayton's prior approval. The maintenance of insurance under this section shall not relieve the APPLICANT of any liability greater than the limits or scope of the applicable insurance coverage.
- On or before the renewal date of said policy, APPLICANT shall be required to provide the Borough of Clayton with a Certificate of Insurance indicating the continuation of insurance coverage and designating the Borough of Clayton as an "Additional Insured" for the duration of this agreement.
- The Applicant shall not be allowed access to the facility until it has obtained the insurance required under this agreement. All coverage shall be with insurance carriers licensed and admitted to do business in the State of New Jersey and acceptable to the Borough of Clayton

IF APPLICANT DOES NOT HAVE INSURANCE, you can purchase coverage at a discounted rate through the TULIP Program (Tenant User Liability Program) offered through the Borough's Joint Insurance Fund. On the internet, go to www.gatherguard.com. Follow the link to get a quote by entering the location address in the search for a venue section and follow the prompts to purchase coverage. They will provide you with an insurance certificate after submission of payment. A copy of the certificate and additional insured endorsement will be sent directly to the Borough. Policies can be cancelled up to 24 hours before your event if you must cancel for any reason.

Signed by an authorized representative of the APPLICANT and the Borough of Clayton on this _____ day of _____, 20_____.

APPLICANT- Print

Borough Representative - Print

APPLICANT - Signature

Borough Representative - Signature

Date

Date

WITNESS SIGNATURE

WITNESS SIGNATURE

APPENDIX C

BOROUGH OF CLAYTON
125 N. DELSEA DRIVE
CLAYTON, NJ 08312
PHONE: (856) 881-3778

FEE SCHEDULE

I. RENTAL FEE SCHEDULE: ATHLETIC FIELDS AND PARKS

	Clayton Residents, Teams, Groups, Organizations (80% or more must be from Clayton)	Non- residents, Outside Groups, Organizations
	<u>Fees</u>	<u>Fees</u>
Use of Athletic Fields (Cost is per Field)	No Charge	\$25.00 per hour
Use of Parks ½ Day (4 hrs.)	No Charge	\$150.00
Full Day (8 hrs.)	No Charge	\$300.00

Ed Bell Recreation Center 10 weeks for 2 hours on one (1) day per week =\$150.00

Note: All users will be charged an additional fee of \$10.00 for a key deposit, which will be refunded after the end of the use of the Center. Users will not receive a refund if the key is lost.

Fees must be paid before the day of the event. Once paid, fees are **non-refundable**, regardless of the circumstances in which the requested event may be cancelled. Checks are to be made out to the Borough of Clayton. Address is 125 N. Delsea Drive, Clayton, NJ 08312.

Application is hereby made to the Borough of Clayton for the use of the park(s) and/or field(s) checked. It is hereby understood and agreed that the responsible party will assume responsibility for payment of the required fees. Also, the responsible party is responsible for the preservation of order and for liability for any damage to, or loss of, any property or equipment that may result from the use of the park/field. The organization requesting also agrees to conform to all applicable Borough ordinances/resolutions, and is responsible for researching said ordinance/resolution. It is further agreed that the organization conforms to all restrictions identified in the attached Borough of Clayton Use of Facilities Policy.

Borough Use:

RENTAL FEE DUE: _____ [____ hrs. @ _____ per hr. = \$ _____] OR [____ ½ Day = \$ _____ , Full Day = \$ _____]

Date Paid: _____ Check # _____ Cash \$ _____ Adjusted Fee \$ _____ Fee Waived _____

Insurance Certificate Submitted: _____

Approved: _____ Date _____ Duane Paul Pheasant - Public Works Director _____ Date _____

Sue Miller - Borough Administrator

NOTICE OF INTRODUCTION

ORDINANCE 11-2023

**AN ORDINANCE AMENDING CHAPTER 1, GENERAL PROVISIONS, ARTICLE
I. ENFORCEMENT; GENERAL PENALTY, SECTION 1-1, ENFORCING
OFFICERS, OF THE CODE OF THE BOROUGH OF CLAYTON**

TAKE NOTE that the foregoing ordinance was introduced at a meeting of the Mayor and Council of the Borough of Clayton held on March 23, 2023 and was then read for the first time. The said ordinance will be further considered for final passage by the Mayor and Council at the Municipal Building, 125 N. Delsea Drive, Clayton, New Jersey, at a meeting beginning 6:30 p.m. on April 13, 2023, at which time and place, or any time and place to which such meeting be adjourned, all persons interested will be given an opportunity to be heard concerning such ordinance.

BY ORDER of the Mayor and Council of the Borough of Clayton.

Christine Newcomb
Borough Clerk

NOTICE OF ADOPTION

BOROUGH OF CLAYTON

ORDINANCE 10-2023

**AN ORDINANCE AMENDING THE PARK AND RECREATION FIELD AND FACILITIES
USAGE POLICY AND FEE SCHEDULE**

The foregoing Ordinance was finally adopted by the Mayor and Council of the Borough of Clayton on April 13, 2023.

Christine Newcomb
Borough Clerk