

**RESOLUTION**  
of the  
**BOROUGH OF NEW PROVIDENCE**  
Resolution No. 2015-065

Council Meeting Date: 01-28-2015

Date Adopted: 01-28-2015

TITLE: RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF NEW PROVIDENCE, COUNTY OF UNION, STATE OF NEW JERSEY ADOPTING A FACILITIES USEAGE POLICY FOR THE BOROUGH OF NEW PROVIDENCE

Councilperson Galluccio submitted the following resolution, which was duly seconded by Councilperson Madden.

WHEREAS, the Borough Council believes that it is both necessary and appropriate to adopt the following policy to provide guidance on the use New Providence Municipal Facilities.

**NEW PROVIDENCE FACILITIES USAGE GUIDELINES**

**Facilities Usage Application**

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of New Providence, County of Union, State of New Jersey that the Facility Usage Policy which are attached hereto and made a part hereof, are hereby adopted.

APPROVED, this 28<sup>th</sup> day of January, 2015.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
GALLUCCIO	X			
GENNARO	X			
KAPNER	X			
MADDEN	X			
MUÑOZ	X			
ROBINSON	X			
MORGAN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 28<sup>th</sup> day of January, 2015.

Wendi B. Barry, Borough Clerk

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## **FACILITIES/FIELDS USAGE POLICY & FEE SCHEDULE**

### **I. USE OF BOROUGH FACILITIES/FIELDS**

The Borough of New Providence believes that Borough facilities (including buildings and fields) may be reserved for community purposes, provided that such use does not interfere with municipal operations. The Borough will permit the “scheduled” use of Borough facilities when permission has been requested in writing via completed application and has been approved by the Borough Administrator (hereby referred to as the “Administrator”). The Administrator reserves the right to withdraw permission after it has been granted.

In weighing competing requests for the use of its facilities, the Borough will give priority in the following order:

1. Use by departments directly related to the municipal government
2. Use by agencies/boards/committees directly related to the municipal government
3. New Providence Board of Education
4. Non-profit organizations that are based in New Providence
5. For-profit organizations that are based in New Providence
6. Other organizations

### **II. RULES FOR USE**

The Administrator shall develop procedures for the granting of permission to use Borough facilities and shall promulgate rules and regulations for such use in accordance with the following guidelines:

1. Each responsible party shall present evidence of the purchase of organizational liability insurance to the limit prescribed by municipal rules (see Section III below).
2. Each responsible party shall agree to indemnification in the event of lawsuit relating to the rental. The agreement of indemnification assures that each user’s insurance policy provides the primary coverage.
3. The responsible party shall be financially liable for damage to the facilities and for proper chaperonage.
4. The use of Borough equipment in conjunction with the use of Borough facilities must be specifically requested in writing, and may be granted by the procedure by which permission to use facilities is granted. The users of Borough equipment must accept liability for any damage or loss to such equipment that occurs while it is in their use. Where rules so specify, no item of equipment may be used except by a qualified operator.
5. Borough parks and playgrounds shall be closed to visitation and use one-half hour after sunset. Participants found on these grounds after this time will be considered trespassers and dealt with accordingly. Exceptions to this rule are participants of a Borough-authorized evening activity.
6. Activity participants are to remain within the facility authorized for use and are not to loiter on the facility grounds and areas not a part of the facilities agreement.

### III. INSURANCE REQUIREMENTS

Upon receipt of rental contract and before the activity starts, the renter must submit a “**Certificate of Insurance**” providing for insurance coverage as described below. In addition, the “Borough of New Providence” must be named as “additionally insured” on the certificate.

The minimum insurance coverage necessary is as follows:

1. General Liability:

General Aggregate Limit:	\$1,000,000
Products & Completed Operations Aggregate:	\$1,000,000
Personal & Advertising Injury Limit:	\$1,000,000
Each Occurrence Limit:	\$1,000,000
Fire Damage Limit:	\$50,000
Medical Expense Limit:	\$5,000
  
2. Automobile Liability: \$1,000,000  
 (if organization and/or contracted vendor has owned vehicles on Borough property)
  
3. Workers Compensation and Employers Liability  
 (if organization and/or contracted vendor has paid employees on Borough site)

The General Aggregate limit will be increased to \$3,000,000 if alcohol is being served at the event. The Borough reserves the right to increase the above requirements as needed, based on type of rental.

### IV. DEFINITIONS OF RENTER CLASSES

#### 1. **CLASS #1: NON-PROFIT ORGANIZATIONS BASED IN NEW PROVIDENCE**

*An organization is deemed Class #1 if:*

- It is non-profit and supported by taxes, voluntary contributions or general membership fees, and
- It has Borough-wide representation, and
- Its base of operation is in New Providence, and
- Its objective is in such fields as education, health, character, athletics and citizenship training.

Examples of Class #1 organizations are those affiliated with the Borough Council and its sub-groups, the public schools, Public Library, Rescue Squad, Boy Scouts, Girl Scouts, Police Athletic League, New Providence Soccer Club, New Providence-based church groups for non-religious activities, League of Women Voters, etc.

NOTE: “Borough-wide representation” is satisfied when at least fifty percent of the membership and/or at least fifty percent of the specific activities’ participants are residents of New Providence.

#### 2. **CLASS #2: NON-PROFIT ORGANIZATIONS BASED OUT OF NEW PROVIDENCE**

*An organization is deemed Class #2 if:*

- It is non-profit and supported by taxes, voluntary contributions or general membership fees, and
- It does NOT have “Borough-wide representation” (see definition above), and
- Its base of operations is outside of New Providence.

### 3. **CLASS #3: FOR-PROFIT ORGANIZATIONS**

*An organization is deemed Class #3 if:*

- It is for-profit and does not qualify under Class #1 & #2 above. Examples: dance studios, swim clubs, private or commercial ventures.

## V. **FACILITIES FEE SCHEDULE**

Facilities usage charges will be made as noted below:

### 1. **CLASS #1 – No charge, except:**

- a) A charge may be imposed when the facility is used after regular business hours or when determined necessary or appropriate by the Administrator. Please contact Borough Administration for rates.
- b) A charge will be imposed for fundraising events, or one for which a voluntary offering is collected. The fee will be determined by the Administrator after a review of the application. An additional fee may be assessed if the facility is left in an unsatisfactory condition after the event.
- c) In the use of any Borough facility/field, a charge will be made for requested incremental Borough services. This charge shall be assessed by the Administrator based on the incremental services provided.

### 2. **CLASS #2 - Hourly Rates**

#### **MUNICIPAL BUILDING**

Meeting Room	\$10.00
Gym	\$50.00
Council Chambers	\$50.00

#### **DE CORSO COMMUNITY CENTER**

Small Meeting Room	\$10.00
Large Meeting Room (inc. kitchen)	\$50.00

#### **BOROUGH FIELDS - \$50.00 per hour**

Oakwood Park - Upper	Oakwood Park – Lower
Lincoln	Hillview
Grove Terrace	Warner
	Lions

### 3. **CLASS #3 – Hourly Rates**

#### **MUNICIPAL BUILDING**

Meeting Room	\$20.00
Gym	\$100.00
Council Chambers	\$100.00

#### **DE CORSO COMMUNITY CENTER**

Small Meeting Room	\$20.00
Large Meeting Room (inc. kitchen)	\$100.00

#### **BOROUGH FIELDS - \$90.00 per hour**

Oakwood Park - Upper	Oakwood Park – Lower
Lincoln	Hillview
Grove Terrace	Warner
	Lions

**CUSTODIAN - MAINTENANCE**

In addition to the building's hourly rates above, a charge may be made for hours when custodians are not normally in the building or when determined necessary by the Administrator. Please contact Borough Administration for rates.

**4. OAKWOOD PARK – PICNIC AREA PERMITS**

Oakwood Park picnic area is available for use by:

- Residents: Free
- Non-Residents: \$50.00
- Local Businesses: \$50.00

The Community Activities Department takes reservations and issues park permits. Alcohol consumption permits are issued by the New Providence Police Department. A \$50 refundable deposit is required for restroom keys and a bag of equipment.

**NOTE:**

- If additional utilization of the rented facilities is required beyond the rental period by reason of an earlier opening or later closing time, the applicant will be billed for the additional time at an hourly rate in accordance with the fee schedule in effect.
- In no event will any organization as described in Section IV use Borough athletic fields without specific authorization of the Administrator.
- Borough facilities are not available for private use. EXCEPTION: Senior Citizens Center members are allowed to use without charge the DeCorso Center for personal birthdays, anniversaries, and funeral repasts. The rules and regulations for facility use would still apply.
- Any questions arising from facilities usage policies, rules, regulations and fees will be resolved pursuant the Administrator.

Date Adopted:  
~~March 23, 2009~~  
 November 26, 2012

Effective:  
 April 1, 2009

Rev. 01-26-2015

**BOROUGH OF NEW PROVIDENCE**  
360 ELKWOOD AVENUE  
NEW PROVIDENCE, NJ 07974  
Phone 908-665-1400 Fax 908-665-9272

**APPLICATION FOR USE OF BOROUGH PROPERTY**

Borough Policy requires all organization and individuals using/renting Borough facilities to provide a Certificate of Insurance naming the BOROUGH OF NEW PROVIDENCE as "Additionally Insured". Current requirements are listed herein. This Certificate must be provided with at least fifteen days before the event date.

Non-Profit       For Profit      \_\_\_\_\_ Name of Organization

\_\_\_\_\_ Responsible Party

\_\_\_\_\_ Address

\_\_\_\_\_ City / State / Zip

\_\_\_\_\_ Phone Number

For Borough Use Only

Classification: \_\_\_\_\_

Charges:      \$ \_\_\_\_\_

Date Received: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Approved by: Signature

Purpose of Use: \_\_\_\_\_

Date of Use \_\_\_\_\_ Hours of Use: Start time \_\_\_\_\_ End time \_\_\_\_\_

Estimated No. of Participants (per occasion) \_\_\_\_\_ No. of Children \_\_\_\_\_ No. of Adults \_\_\_\_\_

Admission Fee (if any) \$ \_\_\_\_\_ Disposition of Proceeds: \_\_\_\_\_

**FACILITY REQUESTED:**

- Municipal Building, 360 Elkwood Avenue
- DeCorso Center, 15 E. 4<sup>th</sup> Street
- Borough Field

**SPACE REQUESTED:**

- Field(s) \_\_\_\_\_
- Municipal Gym
- Meeting Room(s) \_\_\_\_\_
- Picnic Area Oakwood Park
- Other (Specify) \_\_\_\_\_

**EQUIPMENT REQUESTED:**

- Tables # \_\_\_\_\_  Chairs # \_\_\_\_\_  Other \_\_\_\_\_

If this application is granted, the responsible party and the organization which (s)he represents as agent hereby agrees to assume full liability for any and all damage to property and injury to persons therein during the period of such use whether said damages or personal injury is caused by employees of the Borough or otherwise, full responsibility for the preservation of order in the facility and full responsibility for the proper observance of the regulations stipulated as part of this application form.

**\*Special Instructions:**     Certificate of Insurance is on file      **Expiration Date** \_\_\_\_\_  
    Certificate of Insurance is needed      **Initials:** \_\_\_\_\_

# Hold Harmless Agreement

1. I sign this Hold - Harmless agreement as my voluntary act and by this act represent that I am the authorized individual to represent the organization named herein and I agree to hold you harmless and indemnify you from any claims, suits, or other actions arising from, caused by, or which are the alleged result of any act or omission of any organization, corporation, guest, invitee, licensee, visitor or other person **present on the premises listed above in order to participate in, organize, assist, enjoy, supervise or in any other way further the activity to be held (as described above) on the dates listed above.**
2. I state that the activity listed above will not include the consumption of alcoholic beverages.
3. If I am granted permission to consume alcoholic beverages on municipal property, I understand and agree:
  - a. that I am solely responsible for the dispensing and consumption of alcohol, including the prudent and responsible dispensing and consumption of alcohol by all persons involved in the activity described above, including but not limited to those persons described in paragraph 1 above;
  - b. I acknowledge by the signing of this Hold-Harmless that the Borough of New Providence has no authority, control, or participation in the dispensation or consumption of alcohol on the site and date listed above and that I will take no step, action, or measure to convey the idea that the Borough of New Providence in any way have promoted, assisted, or participated in the dispensing and consumption of alcoholic beverages on the site and date listed above;
  - c. I will not allow persons under the age of 21 to dispense or consume alcohol at the site during the activity to be held on Borough of New Providence property;
  - d. I will comply with all municipal Ordinances relating to the consumption of alcoholic beverages, including but not limited to obtaining any necessary permits.
4. I also agree to provide a "Certificate of Insurance" and/or proof of "Special Events Insurance" not less than fifteen (15) business days before the date of the planned activity. Said Insurance shall be written with a company maintaining a rating of at least "A-", according to A.M. Best. Said policy shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence or three million dollars (\$3,000,000) per occurrence if alcohol is being served during said event. It is understood that the Borough of New Providence will be listed as an additional insured on the policy and Certificate of Insurance.

**In the event said certificate of insurance is not provided as set forth above, I recognize the event must be canceled and not be held as scheduled.**

\_\_\_\_\_  
**Signature of Responsible Party**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed name of Responsible Party**

**Initials:** \_\_\_\_\_

## Rules and Regulations for the Use of Borough Facilities

1. The Borough Administrator (hereby referred to as the "Administrator") or his designee is solely responsible for granting permission to use Borough property, for the rules and regulations governing such use, and for the rental charges to be paid. Borough property will be rented for other than Borough purposes only when no interference with Borough work arises.
2. Application for use of Borough facilities is to be made to the Borough Administration Office. When a rental or service charge is required, payment will be made to the Borough of New Providence at least one week in advance; otherwise the date may be cancelled at the sole discretion of the Administrator. In addition, if there is any reason to believe that the use may involve damage beyond that of ordinary wear and tear, the Administrator may require advance guarantee against loss thereby. The Administrator also reserves the right to revoke for cause permission for use previously granted.
3. This application must be filled out and submitted to the Borough Administration Office prior to the date of the use of the building, and an approved copy will be returned as your authority to use the building or field.
4. Approved applications are not transferable.
5. It will be incumbent upon the organizations using Borough property to advise the Police Department if it is expected that there will be more than the average amount of traffic. It will not be the responsibility of the Borough to pay for any service rendered in this regard.
6. The use of Borough buildings shall normally be between 8:30 AM and 4:30 PM. Permission may be granted by the Administrator for use at other times in which case the cost of rental may be increased. *In the event a facility is used after regular hours, it is incumbent on the responsible party to assure that guests are respectful of neighbors relating to noise, especially later in the evening. After 9 PM, Sunday through Thursdays and after 10 PM (Friday and Saturday) music shall not be at a level that it can be heard on a neighboring property.*
7. On Sundays, field activities shall not be permitted before 12:00 noon unless approved by the Administrator
8. Smoking in any part of the buildings is prohibited, and intoxicants shall not be permitted on Borough property without authorization.
9. Serving of food shall require permission from the Administrator and may require inspection by the Board of Health.
10. Nothing shall be sold, given, exhibited, or displayed without permission.
11. All persons using the gymnasium for athletic contests must wear rubber soled shoes.
12. No portable equipment shall be taken from Borough premises without permission.
13. Use of sound equipment or stage lighting shall be in the control of someone approved by the Borough.
14. The application does not permit use of any machine, apparatus, equipment, or tools owned by the Borough except as specified on the front page.
15. There shall be no nailing to floors, walls, or fixtures, nor paint dropped on any part of the building. Borough equipment or any Borough property must not be marked or defaced in any manner.
16. Applicants shall confer with the Administration Office to obtain permission to bring materials to rented spaces. The Borough assumes no responsibility for damage to property of others.
17. All laws regarding public assemblies must be strictly complied with.
18. The number of tickets sold must not exceed the occupancy limit regulated and issued by the Fire Inspector.
19. Any organization which charges admission to any borough facility shall be responsible for full compliance with applicable Federal and State statutes concerning games of chance, tax payments, etc.
20. Any facility used by the applicant will be examined carefully after use, and the applicant agrees to leave the areas (s)he has used in clean and tidy condition, and make good promptly for any loss or damage occurring during the applicant's use of said area. Any excessive garbage should be put away as directed.
21. Scenery, decorations, or equipment provided by the holder of a permit must be removed from the building promptly after the performance so as not to interfere with the Borough activities. If there is a delay, the removal will be made by the Borough at the expense of the holder of the permit.
22. Premises are rented with the understanding that tipping of custodians or other Borough personnel is against Borough policy. Only the Borough may pay employees for services involving the use of Borough facilities.
23. No one is permitted in any building unless a custodian or representative of the Borough is on duty. The Borough custodian is present as a representative of the Borough for purposes of security, inspection, and observation, and he has the authority to eject unruly persons. His services are not at the disposal of the permit holder unless so directed by the Administrator.
24. The Borough assumes no liability for the lessee and requires a Certificate of Insurance, special guarantee, or bond against loss.
25. In the event of any dispute or controversy regarding the true interpretation or meaning of anything contained in this policy statement, the judgment of the Administrator concerning such controversy or dispute shall be final.

I, \_\_\_\_\_, hereby acknowledge that I am the party responsible for the use of the facility described in the attached application. I further acknowledge that I have reviewed and understand the rules and regulation contained herein and agree to comply in all regards. I understand that failure to comply with the aforementioned rules could jeopardize my future opportunities to use municipal facilities.

\_\_\_\_\_  
Signature of Responsible Party

\_\_\_\_\_  
Date