

**ORDINANCE 10.23**

**ORDINANCE ADMENDING AND SUPPLEMENTING BOROUGH CODE, CHAPTER 45A,  
ENTITLED "PARKS, PLAYGROUNDS AND RECREATIONAL AREAS"**

**WHEREAS**, recently there has been more expressed interest in the use of the Borough of Paulsboro's fields, parks, playgrounds, and recreation areas; and

**WHEREAS**, it is recognized that Borough property, including all parks, playgrounds, fields, and recreational areas are to be primarily used by Borough residents and that Paulsboro residents and teams sponsored by the Borough be given priority over any other person(s) or outside groups wishing to use the parks, playgrounds, fields or recreational areas; and

**WHEREAS**, due to recent incidences, the Mayor and Council feel its reasonable to create, amend the application processes, rules that currently exist and create a fee schedule for the use of said fields, parks, playgrounds and recreational areas.

**NOW, THEREFORE BE IT ORDAINED**, by the Borough Council of the Borough of Paulsboro, County of Gloucester and State of New Jersey that Borough Code, Chapter 45A, entitles "Parks, Playgrounds and Recreational Areas be amended as follows:

**§45A-[amended to include fields in the title) PARKS, PLAYGROUNDS, FIELDS AND RECREATIONAL AREAS**

**§45-1 Definitions** [ Amended to include FIELDS]

**FIELDS** – Any area used or designated for athletic participation, or to accommodate various sports.

**§45-2 Hours to be closed** [amended to include fields]

All areas designated within the Borough as park, playground, **fields** or recreational areas shall be closed to all persons from 10:00 p.m. to 7:00 a.m., unless otherwise posted. This ordinance shall apply to all parks, playgrounds, **fields** and recreational areas within the Borough, be they lighted or not; and parts of any previous ordinance or amendment thereto inconsistent in closing from 10:00 p.m. to 7:00 a.m. shall be repealed by this ordinance. This shall not preclude ingress or egress by the public to attend organized and authorized functions at parks, playgrounds, **field** and recreational areas.

**§45-3 Prohibited acts.** [amended to include fields]

- A. It shall be unlawful for any persons in a public park, playground, **fields** or recreational area to:
  - (1) Enter upon any public park, playground, **fields**, or recreational area at a time other than the designated hours.
  - (2) Play golf or hit golf balls within the limits of any public park, playground, **fields** or recreational area, except on grounds specifically designated for such purpose.

**§45-3.1 Restrictions on Conduct** [amended to include fields throughout]

**§45-3.2 Applications for functions at parks.**

- A. [Amended as to days] Any person, group or entity wishing to utilize Borough Parks for functions involving 10 or more people shall file with the Borough Clerk an application on the forms provided by the Clerk no later than **45** days prior to the function.
- B. [Amended] There shall be a nonrefundable \$50 **per day** fee for such application made by Borough residents and a \$250 fee for application by non-Borough residents of which \$200 will be refunded within 30 days following the event provided the park facilities are left clean and in the same condition as they existed before the event.
- C. All nonrefundable fees shall be **deposited in the Recreation line item.**
- D. The fees set forth in § 45A-3.2B may be refunded by Borough Council at its sole discretion for applicants that are nonprofit organizations proposing functions that promote the economic or social well-being of the Borough or community and upon verification that the park has been cleaned/trash picked up after use.
- E. All applicants must provide evidence of general liability insurance; minimum limit is pursuant to the amount stated in the facilities use agreement. The policy shall name the Borough of Paulsboro as an additional insured **and must be approved by the Borough's insurance carrier/JIF.**

**§45-3.2A Applications for functions at fields. NEW**

- A. No organization or group of individuals may utilize the Paulsboro fields at the without the written permission of the Borough. The first priority for the use of the +fields, bathrooms, and concession stand shall be given to any Paulsboro youth athletic organization. A Paulsboro youth athletic association for purposes of this article shall be

defined as a youth athletic association that is organized to promote a sports program for children under the age of 18 years that is principally located in Paulsboro and has, as a majority of its members, Paulsboro residents. In the event that no Paulsboro youth athletic organization is scheduled to utilize a particular athletic field, bathroom, and/or concession stand, the next priority is to be given to any not-for-profit organization or group located in Paulsboro or having a majority of its members being Paulsboro residents ("Paulsboro not-for-profit"). Prior to receiving the permission from the Borough, an application must be completed on a form to be supplied by the Borough Clerk.

- B. Any person, group or entity wishing to utilize Borough Fields for functions, sports, contests, playdays, leagues, practice or any other events, involving 10 or more people, including coaches and/or supervisors shall file with the Borough Clerk an application on the forms provided by the Clerk no later than 45 days prior to the event(s), including a roster of said participants.
- C. There shall be a nonrefundable fee as outlined in the "Field Use Application" for such and a \$500 deposit which will be refunded within 30 days following the usage provided the field facilities are left clean and in the same condition as they existed before the event.
- D. All nonrefundable fees shall be deposited in the Recreation line item.
- E. The fees set forth in § 45A-3.2B may be refunded by Borough Council at its sole discretion for applicants that are nonprofit organizations proposing functions that promote the economic or social well-being of the Borough or community and upon verification that the park has been cleaned/trash picked up after use.
- F. All applicants must provide evidence of general liability insurance; minimum limit is pursuant to the amount stated in the facilities use agreement. The policy shall name the Borough of Paulsboro as an additional insured and must be approved by the Borough's insurance carrier/JIF.
- G. All applicants must provide a roster of participating individuals, with their home addresses, including coaches or other supervisors.
- H. To be effective September 1, 2023, for each scheduled game, practice or event for a Palmyra youth athletic organization, proof that at least one coach will have completed the safety orientation and skills training program as set forth in N.J.S.A. 2A:62A-6 et seq. that is approved by the State of New Jersey.
- I. Concessions. There shall be no concessions sold at the field known as the Sabetta Field AKA Paulsboro Midget Football practice field. Use of the Concession stand on the main

fields must be applied for and a deposit made as indicated in the Field Usage Application.

- J. Any organization who has over 50 individuals participating on any given day must incur a fee for the rental of Port O Potties or the equivalent.
- K. No food trucks, barbeques, grill or other food producing vendors or appliances shall be used at the fields without advanced written permission or the Council or designee.
- L. In all instance, Paulsboro sponsored teams, and events shall take precedence for the usage of any Paulsboro fields.

#### **§45-4 Violations and penalties.**

Any person violating any of the provisions of this Chapter or any rule or regulation promulgated hereto shall, upon conviction, be subject to the replacement, repair or restoration of any damage caused by said person's actions, may be subject to reimbursement to Borough for repairs and/or costs, and shall be subject to a fine not exceeding \$500 or imprisonment for a term not exceeding 90 days, or both.

#### **Severability.**

If any section, paragraph, subsection, clause or provision of this ordinance shall be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this ordinance as a whole or any other part thereof.

#### **Inconsistent ordinances repealed.**

All ordinance or parts of ordinances inconsistent herewith are hereby repealed.

#### **When effective.**

This ordinance shall take effect immediately upon final passage and publication according to law.

APPENDIX A

**APPLICATION, WAIVER AND INDEMNIFICATION  
FOR USE OF  
BOROUGH OF PAULSBORO SPORTS FIELDS**

**APPLICATION**

Applicant's name \_\_\_\_\_

Address \_\_\_\_\_

Phone # \_\_\_\_\_

Approximate number of participants expected: \_\_\_\_\_

**(Attached Roster must be completed for all participants and coaches)**

**AUTHORIZED REPRESENTATIVE TO BE RESPONSIBLE:**

Applicant's name \_\_\_\_\_

Address \_\_\_\_\_

Phone # \_\_\_\_\_

**NATURE OF ACTIVITY OR PURPOSE OF USE INTENDED:**

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Field(s): To Be Used: \_\_\_\_\_

Dates and Times Requested (include both practice and games if applicable):

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**NOTE: SCHEDULE MUST BE ATTACHED TO APPLICATION)**

Are there any playoff games, tournament, jamborees, or playdays anticipated? (Dates and Times): \_\_\_\_\_

Will you require use of the field lights (if applicable): \_\_\_\_\_ Yes \_\_\_\_\_ No

Will the participants be fundraising during the use of said fields: \_\_\_\_\_ Yes \_\_\_\_\_ No  
If yes, the nature of the fundraiser \_\_\_\_\_

**REQUIREMENTS FOR USE OF FIELDS:**

- Insurance (see below for insurance requirements)
- If renter is hosting an organized sporting event, games or practices, the certificate of insurance must specifically state that coverage is afforded to participants

- Submission of a signed Assumption of Risk, Waiver of Liability, and Indemnification Agreement (see attached)
- Payment of Field Use Fee; Lighting Fee (if applicable)

**PLEASE NOTE (further Rules and Regulations attached):**

- The BOROUGH does not place bases, groom the field (other than normal grooming AND MOWING for (Paulsboro Little League), or line the fields.
- The BOROUGH does not provide umpires, referees, or supervisory personnel.
- **SCHEDULING OF TIMES/DAYS WILL BE SECONDARY TO PAULSBORO'S TEAMS USAGE**
- PARKING Regulations at or around the fields will be enforced.
- The concession stand, scorer's booth, and/or storage facilities are not available to outside parties.
- No alcoholic beverages are permitted to be brought onto or consumed on BOROUGH property.
- No pets, animals, dogs are permitted within the parks, fields, Borough property confines.
- No smoking, vaping or use of marijuana related products are permitted on Borough property.
- Use of lights will incur additional charges.
- Applicants agree to make sure all participants are properly outfitted for the sport, including but not limited to safety equipment such as helmets, pads, and other equipment common to the sport.
- NO hitting into fences.
- Organization using fields will police fields at end of session and clean up any trash, garbage, cans, and bottles and place in appropriate receptacles. Failure to do so may result in loss of use of field(s) or facilities.
- NO ONE shall use the football game field for practice, drills, games or any other usage.

**INSURANCE REQUIREMENTS:**

- Individual applicants must include proof of personal/general liability insurance not less than \$500,000 per occurrence.
- Organizations/Businesses must include proof of general liability insurance not less than \$1,000,000 per occurrence.

**Proof of insurance is to be a certificate of insurance. The Borough of Paulsboro is to be included as an additional insured.**

One Day Event Information:

*In the event, the renter does not have sufficient insurance in place, they can either contact an insurance agent of their choice for coverage or they can purchase a one-day event policy through the Borough's Tenant Users Liability Insurance Program (TULIP). The application and payment must be done on line at <https://tulip.intactspecialty.com/e/tulip/apply.aspx> Once on site, click on "Purchase or Quote." For the Borough of Paulsboro, the venue you want is 4990-405 for Fort Billings Park. When requested if an additional insured is to be included, please enter the Borough of Paulsboro. This one-day policy meets the above requirements.*

***Please note that the Borough does not receive any compensation for use of this program and only offers it as an accommodation for a renter in the event they cannot secure coverage on their own.***

**FEE SCHEDULE – FIELDS**

	<b>1 – 3 DAY EVENT</b>	<b>Practice/season</b>	<b>Games/ Scrimmage</b>	<b>Other</b>
<b>Deposit (refundable)</b>	\$500.00	\$250	\$250	\$250
<b>Usage Fee</b>	\$100/day	\$250/season	\$50/game/scrimmage	TBD
<b>Lighting</b>	TBD depending on Hours plus \$10/day			
<b>Concession Stand</b>	\$100/day	Not applicable	\$100/game/scrimmage	TBD
<b>Port-0-potties</b>	The cost charged by the contractor			

***The football game field is reserved for Paulsboro Football Organizations***





**BOROUGH FIELDS**  
**REGULATIONS**

**A. No person or group of persons while in or upon any public parks, playground or recreational area of the Borough shall conduct themselves in an improper and disorderly manner, and in particular no person shall:**

- (1) Bring or possess alcoholic beverages or drink same at any time; nor shall any person be under the influence of intoxicating liquor in a park.
- (2) Bring or possess any narcotic or dangerous drug prohibited by law or use same at any time; nor shall any person be under the influence thereof in a park.
- (3) Have in his possession or set or otherwise cause to explode or discharge or burn any firecrackers, torpedo rockets or other fireworks, firecrackers or explosives of flammable material, or discharge them or throw them into any such areas from lands or highways adjacent thereto. This prohibition includes any substance, compound, mixture or article that, in conjunction with any other substance or compound, would be dangerous from any of the foregoing standpoints. At the discretion of the Borough, permits may be given for conducting properly supervised fireworks in designated park areas.
- (4) Be responsible for the entry of a dog or other domestic animal into areas clearly marked by signs bearing the words, "Domestic Animals Prohibited in this Area," or other similar words. Nothing herein shall be construed as permitting the running of dogs at large. All dogs in those areas where such animals are permitted shall be restrained at all times on adequate leashes not greater than six feet in length.
- (5) Occupy any seat or bench or enter into or loiter or remain in any pavilion or any other park structure or section thereof which may be reserved and designated for the use of the opposite sex. Exception is made for children under six years of age.
- (6) Appear at any place in other than proper clothing.
- (7) Solicit alms or contributions for any purpose, whether public or private.
- (8) Build or attempt to build a fire except in such areas and under such regulations as may be designated by the Borough. No person shall drop, throw or otherwise scatter lighted matches, burning cigarettes or cigars, tobacco paper or other flammable material within any park or on any

highways, roads or streets abutting or contiguous thereto.

- (9) Enter an area posted as "Closed to the Public"; nor shall any person use or abet in the use of any area in violation of posted notices.
- (10) Gamble or participate in or abet any game of chance except in such areas and under such regulations as may be designated by the Borough.
- (11) Sleep or protractedly lounge on the seats or benches or other areas or engage in loud, boisterous, threatening, abusive, insulting or indecent language or engage in any disorderly conduct or behavior tending to breach the public peace.
- (12) Fail to produce and exhibit any permit from the Borough he claims to have upon request of any authorized person who shall desire to inspect the same for the purpose of enforcing compliance with any ordinance or rule.
- (13) Disturb or interfere unreasonably with any person or party occupying an area or participating in any activity under the authority of a permit.
- (14) Expose or offer for sale any article or thing; nor shall he station or place any stand, cart or vehicle for the transportation, sale or display of any such article or thing. Exception is here made as to any regularly licensed concessionaire acting by and under the authority and regulation of the Borough.
- (15) Paste, glue, tack or otherwise post any sign, placard, advertisement or inscription whatever; nor shall any person erect or cause to be erected any sign whatever on any public lands or highways or roads adjacent to a park.
- (16) Smoking and tobacco chewing shall be prohibited at any and all times in or on any publicly owned parks and/or recreational areas and any other area designated by Borough Council as Smoke and Tobacco Free Zones.

**B. No person on Borough Fields shall:**

- (1) Willfully mark, deface, disfigure, injure, tamper with or displace or remove any buildings, bridges, tables, benches, fireplaces, railings, paving or paving materials, waterlines or other public utilities or parts or appurtenances thereof, signs, notices or placards, whether temporary or permanent, monuments, stakes, posts or other boundary markers or other structures or equipment, facilities or park property or appurtenance whatsoever, either real or personal.

- (2) Fail to cooperate in maintaining rest rooms and washrooms in a neat and sanitary condition. No person over the age of six years shall use the rest rooms and washrooms designated for the opposite sex.
- (3) Dig or remove any soil, rock, sand, stones, trees, shrubs or plants or other wood or materials or make any excavation by tool, equipment, blasting or other means or agency.
- (4) Damage, cut, carve, transplant or remove any tree or plant or injure the bark or pick flowers or seed of any tree or plant, dig in or otherwise disturb grass areas or in any other way injure the natural beauty or usefulness of any area.
- (5) Climb any tree or sit, walk or stand upon monuments, vases, planters, fountains, railings, fences or upon any other property not designated or customarily used for such purposes.
- (6) Tie or hitch an animal to any tree or plant.
- (7) Throw, discharge or otherwise place or cause to be placed in the waters of any fountain, pond, lake, stream or other body of water in or adjacent to any park or any tributary stream, storm sewer or drain flowing into such water any substance, matter or thing, liquid or solid, which will or may result in the pollution of said waters.
- (8) Have brought in or shall dump, deposit or leave any bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage or refuse or other trash. No such refuse or trash shall be placed in any waters in or contiguous to any park or left anywhere on the grounds thereof but shall be placed in the proper receptacles where these are provided. Where receptacles are not provided, all such rubbish or waste shall be carried away from the park by the person responsible for its presence and properly disposed of elsewhere.
- (9) Drive any vehicle on any area except the paved park roads or parking areas or such areas as may on occasion be specifically designated as temporary areas by the Borough.
- (10) Park a vehicle in other than an established or designated parking area, and such shall be in accordance with posted directions thereat and with the instruction of any attendant who may be present. No owner or driver shall

cause or permit his vehicle to stand outside designated parking spaces except for a reasonable time to take up or discharge passengers or equipment. No motor vehicle shall be parked in said park areas from ½ hour after sunset until sunrise, except as otherwise permitted.

- (11) Leave a vehicle standing or parked at night in established parking areas or elsewhere in the park areas.
- (12) Leave a bicycle in a place other than a bicycle rack when such is provided and there is space available.
- (13) Ride a bicycle without reasonable regard for the safety of others.
- (14) Leave a bicycle lying on the ground or paving or set against trees or in any place or position where other persons may trip over or be injured by them.
- (15) Carry or possess firearms of any description or air rifles, spring guns, bows and arrows, slings or any other forms of weapons potentially inimical to wildlife and dangerous to human safety, or any instrument that can be loaded with and fire blank cartridges or any kind of trapping device. Shooting into park areas from beyond park boundaries is forbidden.
- (16) Picnic or lunch in places other than those designated for that purpose. Attendants shall have the authority to regulate activities in such areas when necessary to prevent congestion and to secure the maximum use for the comfort and convenience of all. Visitors shall comply with any directions given to achieve this end.
- (17) Set up tents, shacks or any other temporary shelter for the purpose of overnight camping; nor shall any person leave in a park after closing hours any movable structure or special vehicle to be used or that could be used for such purpose, such as a house trailer, camp trailer, camp wagon or the like, except in those areas designated by the Borough.
- (18) Take part in or abet the playing of any games involving thrown or otherwise, propelled objects such as balls, stones, arrows, javelins, horseshoes, quoits or model airplanes except in those areas set apart for such forms of recreation. The playing of rough or comparatively dangerous games such as football, soccer, hockey, basketball, baseball and lacrosse is prohibited except on the fields and courts or areas provided therefor. Roller-skating and skateboards shall be prohibited on tennis facilities.
- (19) Ride a horse except on designated bridle trails. Where permitted, horses shall be thoroughly broken and properly restrained and ridden with due

care and shall not be allowed to graze or go unattended; nor shall they be hitched to any rock, tree or shrub.

**ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT**

The, (name of organization/team) \_\_\_\_\_, freely chooses to use the Borough of Paulsboro’s (“BOROUGH”) Sports field, \_\_\_\_\_ (name of complex or fields to use) for the purpose of \_\_\_\_\_.

\_\_\_\_\_ (name of organization/team), HEREINAFTER [“ORGANIZATION”] fully understands the nature of the sport for which we wish to use the field(s). And we recognize that participation in such sport involves the risk of serious injury, and potentially even the loss of limb or life. Some of the risks are predictable in nature, but unanticipated consequences are also possible. We also understand that the ORGANIZATION’S participation may require me to travel to practices or competitions away from the BOROUGH campus in a personal or rented vehicle. Knowing all of this, I wish to participate in the use of the BOROUGH’S fields and accept the risks and assume the responsibility for my participation.

ASSUMPTION OF INHERENT RISKS: I/The Organization understand(s) that the inherent risks of recreational/competitive sports activities, including conditioning and training for competition, vary with the activity, the muscle group involved, and with the equipment used. Common minor risks include, but are not limited to, property damage, minor muscle strains, muscle sprains, muscular fatigue, cuts, bruising, being struck by moving objects or fellow players, and post-exercise soreness. More serious risks include, but are not limited to, joint injuries, torn muscles, heat-related illnesses, eye injuries, broken bones, head and back injuries. There is also the more remote risk of a catastrophic incident, for example, stroke, heart attack, paralysis, or death. I/We understand the types of injuries that may occur as a result of participating in such sports. I/We hereby assert that my/our participation in sports on BOROUGH Fields is voluntary and that I/We knowingly assume all inherent risks of the activity.

WAIVER OF LIABILITY FOR ORDINARY NEGLIGENCE: In consideration of permission to voluntarily participate in Sports and use the property, facilities, and services of BOROUGH and, today and on all future dates, I/We (on behalf of my heirs, personal representatives, and assigns) do hereby release, waive, and discharge BOROUGH, its Board of Governors, officers, employees, volunteers, independent contractors, and agents from liability from any and all claims arising from the ordinary negligence of BOROUGH, its employees, and agents. This agreement applies to: (i) personal injury (including death) from incidents or illnesses arising from participation on BOROUGH Sports fields (including but not limited to, organized training activities, fitness tests, competitions or tournaments, observation, use of facilities or equipment, and travel to and from program related activities; and (ii) any and all claims resulting from the damage to, loss of, or theft of property.

INDEMNIFICATION: I/We agree to hold harmless, defend, and indemnify BOROUGH (that is, defend and pay any judgment and costs, including investigation costs and attorney’s fees) from any and all claims of mine, my spouse, heirs, personal representatives, or assigns arising from my injury or loss due to participation at or BOROUGH Fields. I/We further agree to hold harmless, defend, and indemnify BOROUGH (that is, defend and pay any judgment and costs, including investigation costs and attorney’s fees) against any and all claims of coparticipants, rescuers, and others arising from my ORGANIZATION’S conduct in the course of my participation on or at BOROUGH fields or facilities.

COVENANT NOT TO SUE: I/We covenant not to sue BOROUGH, its Council, directors, officers, employees, volunteers, independent contractors, or agents for any present or future claim I might have. This includes claims resulting from: (i) the inherent risks of physical conditioning, training, and participating in activities or BOROUGH property; and (ii) the ordinary negligence of BOROUGH, its employees, and its agents.

Integration and Severability: I/We affirm that this agreement supersedes any and all previous oral or written promises or agreements. I understand that this is the entire agreement between me and BOROUGH and cannot be modified or changed in any way by representations or statements by any agent or employee of BOROUGH. This agreement may only be amended by a written document signed by all parties. I/WE further expressly agree that the foregoing Assumption of Risk, Waiver of Liability, and Indemnification is intended to be as broad and inclusive as is permitted by the laws of the State of Michigan and that if any portion of this agreement is held invalid, it is agreed that the remaining portions of the agreement shall continue in full legal force and effect.

\*\*\* Acknowledgment of Understanding: I/We am 18 years or older and I have read all pages of this Assumption of Risk, Waiver of Liability, and Indemnification Agreement and fully understand its terms.

I represent \_\_\_\_\_ ORGANIZATION and am authorized to do so.

I understand that \_\_\_\_\_ ORGANIZATION is giving up substantial rights, including right to sue. I further acknowledge that I am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability due to ordinary negligence by BOROUGH, its employees, or agents or the inherent risks of the activity, to the greatest extent allowed by law in the New Jersey.

ORGANIZATION'S NAME: \_\_\_\_\_

Representative's Name: \_\_\_\_\_

Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone: \_\_\_\_\_

**FIELD FEE SCHEDULE**

Single Events such as Tournaments, etc.:

One - Two Days: \$50.00 per day

Seasonal Use of Fields:

Baseball Season (April 1 – September 1<sup>st</sup>): \$200/month or partial month

Football Season (August 1 – December 1<sup>st</sup>): \$200/month for football practice field

The football game field is reserved for Paulsboro Football Organizations

Use of Lights: Shall be preapproved and charged at the Borough's cost at time of usage PLUS \$10.00 per day.

**PAULSBORO BASEBALL AND FOOTBALL ORGANIZATIONS SHALL HAVE PREFERENCE**

**ORGANIZATION'S NAME:** \_\_\_\_\_

**ORGANIZATION'S FIELD NEEDS:** \_\_\_\_\_

**ORGANIZATION'S NEEDS (time/dates):** \_\_\_\_\_

**Estimated costs:** \_\_\_\_\_



**ATTEST:**

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**Elsie Tedeski, Acting Borough Clerk**

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**Gary Stevenson, Mayor**