

**ORDINANCE NO.1976**

**AN ORDINANCE AMENDING ORDINANCE 1875 AUTHORIZING FEES FOR RENTAL OF SENIOR CENTER AND ADOPTION OF POLICIES AND PROCEDURES.**

**WHEREAS**, the Mayor and Council of the Borough of South Plainfield desire to amend the Borough Code as to fees, rules and regulations for the rental of the South Plainfield Senior Center;

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the Borough of South Plainfield, County of Middlesex, State of New Jersey, that Chapter 350 of the Borough Code shall be deleted and replaced as follows:

**SECTION 350-1.**

Rental fees shall be based upon the location of the residence of the person, group, corporation or entity representing the Senior Center (hereinafter the "Center"), and the purpose of the activity. They shall be set pursuant to certain categories. The rental fee shall include the use of the kitchen (to warm food only, no cooking will be permitted), ice machine, microphone system, podium/lectern, setup and take down of tables and chairs, and use of movie screen. The categories shall be as follows:

- A. Borough boards, commissions and agencies;
  - 1. Borough boards, commissions and agencies shall be defined as any group formed under the Borough Code and designated as a board, commission or agency whose members have been appointed pursuant to Borough Code by the Mayor or Borough Council as the case may be. Borough boards, commissions and agencies may only utilize the Senior Center for public purposes.

Rental fees in this category shall be \$0.

- B. Borough employees; Senior Center members; and non-profit community organizations holding a free event.
  - 1. Borough employees shall be defined as any full-time Borough employee currently employed by the Borough for not less than three consecutive months.
  - 2. Senior Center members shall be defined as any person who has been an active member of the Senior Center for twelve consecutive months, is in good standing, and has paid dues to date.
  - 3. Non-profit community organizations shall be defined as a not-for-profit group or organization formed and recognized under the laws of the State of New Jersey for a purpose of a service nature, which organization is comprised of 60% or more of Borough residents as its

members. The organization shall be required to provide proof of non-profit status.

Rental fees for any person or organization in this category shall be the cost of a supervisor and janitor only - \$250.00. The fee shall include one hour for setup of an event, and a maximum of four additional hours for the event to be held. After the initial five hours, each additional hour, or part thereof, shall be billed and charged at \$50.00 per hour.

- C. For South Plainfield residents, and businesses which are not charging admission for an event, the fee shall be \$400.00 which fee shall include one hour prior to the event for setup, and a maximum of four additional hours for the event to be held. After the initial five hours, each additional hour, or part thereof, shall be billed and charged at \$50.00 per hour.
- D. For South Plainfield businesses charging admission and political groups (including national, state, county and local political parties which are permitted to rent for any legal use, such as fund-raising events, rallies, occasions to solicit membership and annual meetings) the fee shall be \$550.00, which fee shall include one hour prior to the event for setup, and a maximum of four additional hours for the event to be held. After the initial five hours, each additional hour, or part thereof, shall be billed and charged at \$50.00 per hour.
- E. Under no circumstances may any of the fees and charges set forth herein be waived.
- F. The Senior Center may be rented by and for use by only South Plainfield boards, commissions, agencies, employees, non-profit community organizations, residents and businesses (defined as sole proprietorships, partnerships, corporations or other legal entities conducting business from a location within the Borough of South Plainfield). The Senior Center may not be rented to or for use by any non-resident person or entity.

#### **SECTION 350-2. DAMAGE DEPOSIT:**

In addition to rental fees, a damage deposit of \$100.00 payable by check shall be required. Cash shall not be accepted. This deposit shall be required a minimum seven calendar days before the event date. The rental fees, plus the damage deposit shall be the total lease amount. The damage deposit shall be refunded within ten calendar days after the scheduled event has concluded after inspection of the premises, and conditioned upon the premises being found to be in good and clean condition as existed prior to the event. The inspection shall be conducted before any other event is held in the rented area. The Borough reserves the right to retain part of or all of the damage deposit to pay for any costs of repair or cleaning made necessary by the renter's use of the facility. The liability of the renter shall not be limited to the amount of the damage deposit. The liability of the renter shall extend to any damage or cleaning costs incurred as a result of the acts of any participants of the event sponsored by the renter of the premises.

### **SECTION 350-3. RESERVATION/PAYMENT PROCEDURES:**

Reservations are to be made in person and must include a deposit of \$100.00. Requests must be submitted at least 14 calendar days prior to the requested date. The balance due payment shall be by cash to be made seven days prior to the event date. The Senior Director shall review all applications, and has the right to grant or deny use based on policies and availability or to grant use subject to conditions. The Borough reserves the right to cancel or deny use, and to limit the frequency of the building used by any organization under any circumstances. In the event of cancellation less than 72 hours prior to the scheduled event, the deposit shall be forfeited. The deposit will be returned in full in the event of cancellation more than 72 hours prior to the scheduled event.

One individual shall be designated as the responsible party for the requesting group, and shall sign the contract. Such person signing the contract shall be the responsible party, and shall assume the responsibility for the cleanup and any damage, loss or disturbance during the rental period.

### **SECTION 350-4. SETUP AND CLEANUP:**

Setup and take down may take place only on the date and time designated on the rental contract. Access to the building prior to the rental time for setup must be confirmed in advance.

### **SECTION 350-5. USE OF KITCHEN:**

Rental of the facility may include use of the kitchen. Kitchen users must make their own catering arrangements, and arrange for cleaning the kitchen after use. The kitchen shall be used for heating/warming purposes only. No cooking shall be allowed.

### **SECTION 350-6. SIGN AND DECORATION PLACEMENT:**

All signs, decorations, scenery, etc. shall be erected without defacing the facility in any way, and shall be subject to the approval of the Senior Director. All signs, decorations, scenery, etc. shall be installed and removed from the facility within the time reserved. No items or materials may be affixed to walls, doors, flooring, furniture, etc. that will leave a residue, stain, scratch, or otherwise mar the surfaces. No smoking, use of candles, open flames and/or decorations which may be flammable or combustible, smoke or fog generating equipment or apparatus shall be allowed.

### **SECTION 350-7. SENIOR CENTER'S CLEANING STAFF:**

The Senior Center's cleaning staff shall ensure the Center is cleaned following the event. No renter shall be allowed to take down tables or chairs following their event. This shall be done by the cleaning staff, and is included in the rental fee. Under no circumstance shall this portion of the rental fee be waived. While the Center's cleaning staff does the cleaning, the renter shall remain responsible for the following:

- A. Cleaning of rented rooms:

1. Removal of decorations and personal items from the facility.
  2. Place all garbage into the garbage cans.
  3. Pour all liquids down the drain, and do not place in garbage cans.
- B. Cleaning of kitchen if used by renter:
1. Empty all garbage containers into the outside dumpster.
  2. Wipe off all countertops (dish towels are available in kitchen).
  3. Empty coffee maker and clean coffee pots.
  4. Put all items back in the respective areas.
  5. Do not remove towels from kitchen areas, hang over sink to dry.
  6. Do not use dish towels to clean up spills or for cleaning purposes.
  7. Do not remove any item which belongs to the Center.
  8. Renters shall bring their own containers to take leftovers from the Center.

Failure to follow these cleaning guidelines may result in the withholding of the damage deposit.

**SECTION 350-8. NO SMOKING POLICY:**

The Senior Center is a NON-SMOKING FACILITY. Any violation may cause forfeiture of all reservation fees. Smoking is permitted outside only, and all cigarette butts must be deposited in containers provided.

**SECTION 350-9. ALCOHOL POLICY:**

Beer, wine and liquor may be served with the authorization of the Senior Center Director. No one under 21 years of age may consume alcohol on the premises. Pursuant to the rules of the Division of Alcohol and Beverage Control, any group requesting the use of alcohol for their engagement must obtain a "social permit" from the Municipal Clerk. A renter must provide a copy of the social permit license to the Senior Center at least seven calendar days before the rental event. Under no circumstances may a person or entity charge a fee for the service of beer, wine and liquor.

**SECTION 350-10. SECURITY:**

The Senior Center Director/Board may, at their discretion, require security permits. The policy of the Center shall be that when alcohol is served, security shall be needed. Security will be provided by the Center at a charge. The renter shall be responsible for paying the charge when paying the basic facility rental charge. Such policy may be waived by the Director/Board. Whenever it is determined that security is necessary at the event, the fee cannot be waived.

**SECTION 350-11. INJURY/LOST ARTICLES:**

The Borough of South Plainfield and the Center assume no responsibility for accidents, injuries, lost or damaged articles while attending a meeting or event of a rental group.

### **SECTION 350-12. FIRE REGULATIONS:**

A fire permit must be filled out and returned to the Senior Center, along with final payment. The Center staff shall provide a copy to the renter. The permit may be filled out and mailed, faxed or dropped off to the Bureau of Fire Prevention, 123 Maple Avenue, South Plainfield, New Jersey 07080.

All groups must observe the following fire regulations:

- A. Use of open flames is prohibited.
- B. Electrical extension cords and decorations must be flame proof.
- C. Exits, corridors and hallways must be free of obstructions at all times.
- D. Persons may never stand in aisles of exit.
- E. Maximum capacity numbers in rooms must be observed.

### **SECTION 350-13. NOTICE OF RESPONSIBILITY/LIABILITY:**

This section is to notify the renter that the Borough of South Plainfield and the Center shall be responsible only to maintain the building and its structural components and systems, such as plumbing, lighting and electricity in a safe and operable condition. Neither the Borough nor the Center shall be responsible for the conduct of persons participating in events held at the facility. It shall be the renter's responsibility, as the renter and sponsor of the event, to see that all participants use the facility in a safe and reasonable manner and obey all laws.

Likewise, the Borough is not responsible for the conduct of any persons or businesses hired by the renter to work at the event, including, but not limited to the liquor servers (as provided under Borough contract), food caterers, decorators or entertainers hired to service the event. The renter shall take complete responsibility for the conduct of its group or others present during the rental period, and agree to compensate the Borough for all damages to the facility, equipment or other property owned by the Borough incurred during the rental period. Furthermore, the renter assumes all liability for any personal injuries, including death caused by participants at the scheduled event. The renter shall hold harmless and defend the Borough and Center from any claims for personal injury or property damage.

Any disputes or claims of liability involving the providers of services are matters strictly between the renter, the event participants and the providers. Renter agrees that neither the renter nor the participants at the event shall file any claims or involve the Borough in any legal action regarding such matters.

### **SECTION 350-14. CERTIFICATE OF INSURANCE:**

The organization/representative shall obtain a policy of general insurance from any insurance provider within the State of New Jersey to provide coverage for personal injury and property damage in an amount of at least \$1,000,000 per person, and \$2,000,000 in total for personal injuries, death or damage suffered by any person or persons arising from the use of the facility or services provided. The organization/representative shall obtain a

policy of general liability insurance from a business in the State of New Jersey to provide coverage against any and all liability or claims of liability arising out of, occasioned by or resulting from any accident or similar event in or about the leased premises for injuries to any persons for a limit not to be less than \$1,000,000 for property damage, \$1,000,000 for injury to one person, and \$2,000,000 for injuries to more than one person in any one accident or occurrence. The Borough of South Plainfield shall be listed as an additional insured on all insurance policies.

**SECTION 350-15. POLICY EXCEPTIONS:**

Any exceptions or variations to this policy will require the prior approval of the Mayor and Council. Requests must be made in writing and accompany the Center rental form. The Mayor and Council have the final authority for decisions on all rentals.

This Ordinance shall take effect upon final passage and publication in accordance with New Jersey law.