



Town of Southborough
RECREATION COMMISSION
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*Parks and Recreation.....
The Benefits are Endless*

REGULATIONS FOR THE USE OF THE 9-11 MEMORIAL FIELD

Preamble

On March 28, 2002, the Metropolitan District Commission formerly MDC, now Department of Conservation and Recreation (DCR) and the Town of Southborough entered into an agreement to utilize certain land located within the Sudbury Reservoir watershed on Acre Bridge Road, Southborough, for the purpose of developing, maintaining and providing access to the public a multipurpose field for recreation purposes. Pursuant to the Agreement, the use of the field is to be managed by the Town of Southborough acting by and through the Southborough Recreation Commission (the "SRC"). The Field has been dedicated to the victims of the 9-11 attacks - please treat it with respect.

The SRC is authorized to schedule the use of the Field for organizations from the Town of Southborough and to issue access permits for use of the field by organizations not affiliated with the SRC or the town of Southborough. The Agreement provides that not less than twenty-five (25%) percent of field use time shall be reserved for use by organizations not affiliated with the Town of Southborough which request such field use.

These regulations are applicable to both Southborough Affiliated users and non-Southborough Affiliated users of 9-11 Memorial Field.

1) Definitions

- a) “Affiliated Organization” –
 - i) All organizations registered with the Southborough Recreation Commission;
 - ii) The Public Schools of the Town of Southborough;
 - iii) The Northborough-Southborough Regional School District;
 - iv) St. Marks School;
 - v) Fay School;
 - vi) Any other organization based in the Town of Southborough which participates in a league recognized by the Southborough Recreation Commission.
- b) “Available Time” means time during which the Field was never requested by any Organization, or had been scheduled but has become available either because an Organization has cancelled its use of the Field or because the Organization has lost its opportunity to use the field because of an infraction of these Regulations.
- c) “Field” means the artificial turf field and other areas within the chain link fence on the Premises.
- d) “In Season Sports” means lacrosse-spring, football and soccer-fall.
- e) “Off-season sports” means sports other than in season sports for the applicable season. “Reservation form” See Exhibit A, attached hereto.
- f) “Organization” means any entity which has applied for and has been granted a Permit to use the Field.
- g) “Premises” means the Field and the land area surrounding it including driveways, parking areas, and woods immediately adjacent to Acre Bridge Road, Town of Southborough.
- h) “School Committee” means the School Committee of any City, Town or Region, or it’s authorized representative.
- i) “Unaffiliated Organization” means any organization applying for use of the Field which is not an Affiliated Organization.
- j) “User” means any person who participates in any scheduled activity on the Field and any other person on the Premises who attends a

scheduled event with an Organization whether as a participant or as a spectator.

- k) "Youth" means a person under 18 years of age or prior to H.S. graduation

2) Field Scheduling Policy

a) Seasons and Application deadlines

- i) 9-11 Memorial Field use will be divided up into three playing seasons; spring, summer, and fall. Each Organization must apply for field use separately for each season using the Field reservation Form attached hereto as Exhibit A.
- ii) The seasons and application deadlines are:

<u>Season</u>	<u>Deadline for applications</u>
Spring - March to June 30th	January 31 st
Summer – July 1st to August 30th	April 1 st
Fall - September 1 st to November 30th	July 1 st

- b) Scheduling will be done on a first come, first served basis according to the priority list, for all programs that submit their applications by the deadline, established in paragraph 2.a., above.
- c) Field time will be allocated seasonally by the SRC in accordance with the 75/25% split.

All allocations of time will take into account the need for time for participants to enter and leave the limited parking areas.

d) Priority for use by Affiliated and Unaffiliated Organizations

In the event of a conflict in applications, field usage will be allocated to the highest priority applicant by applying the following schedule:

- i) Municipal Recreation Programs
- ii) In Season youth sports for which the field has been lined.
- iii) Municipal programs for non-youth
- iv) In Season adult sports for which the field has been lined.
- v) Off-season sports
- vi) Select Teams (in leagues which hold tryouts)
- vii) Special events

The Recreation Commission reserves the right to override the priority list noted above in order to fully maximize usage of the facility.

- e) 911 Memorial User Contribution: This contribution is approved by DCR and will be directly applied to the DCR annual fee and field maintenance costs. All such fees will be collected and maintained by the Commission in a separate, Chapter 44: Section 53E1/2 revolving fund. All such fees will be collected and maintained by SRC in a separate account.
 - i) The 2008 User Fee is \$30/hour.
 - ii) Users are required to submit the contribution and signed agreement upon receiving a pending permit no later than 10 business days from the pending permit date.
 - iii) Upon approval of SRC a final permit will be sent to the user.
 - iv) There is no refund or credit for revoked permits.
 - v) If SRC closes the field a credit will be processed.

- f) Cancellation and Reallocation of scheduled useIn the event that no Organization requested to use the Field, or of a cancellation, or in the event that an Organization has been relieved of its permit for failure to comply with these Regulations, the following procedure to reschedule the Available Time will be followed:
 - i) Full payment must be submitted.
 - ii) Once a permit is issued no cash refunds will be given.
 - iii) In the event of an approved cancellation the user group will be entitled to a credit of time which can be applied to any available time slot within that season.
 - iv) Less than 7 days notice of scheduled date will result in no credit to rescheduled time.
 - v) Cancellations must be submitted in email or fax with a mandatory phone call to confirm.
 - vi) Approved credits will expire at the end of each season.
 - vii) Accounting of credits will be reviewed at month end.

The Available Time based on section 2e will either (a) an Affiliated or Non-Affiliated Organization, and (b) thereafter, in the order received, based upon the date and time information printed on the fax or email.

3) Regulations for Use of 9-11 Memorial Field

g) Organizations must

- i) Read, and be aware of all terms and conditions for use of the Field and the Premises set forth in this Field Use Policy;
- ii) Ensure compliance with all of these Regulations and all applicable regulations of the Department of Conservation and Recreation by participants and spectators while using the Premises during a period allocated to the Organization.
- iii) Provide a certificate of liability insurance naming the Town of Southborough and the Department of Conservation and Recreation as additional insured with general liability limits of \$1,000,000.00/3,000,000. Town of Southborough carries **NO MEDICAL INSURANCE** for Users of its Facilities. Users participate at their **OWN RISK OF INJURY**.
- iv) Report all injuries incurred on the Premises to the SRC within 24 hours of its occurrence. Initial reports may be made by telephone call and detailed report of the circumstances must be reported in writing, which may be sent by facsimile.
- v) Have its permit available at all times while on the Field. Cancellation of this permit can occur at any time if deemed in the best interest of the town or DCR.
- vi) Report all damage to the Field or the Premises within 24 hours of its occurrence. Initial reports may be made by telephone call and must be reported in writing, which may be sent by facsimile.
- vii) Not charge any fee for an event.

h) Players and Coaches

All administrators, coaches, players and/or participants shall:

- i) not allow participants to use the Field in any unsafe conditions and shall report such conditions to the SRC Office as soon as possible (508-229-4452);
- ii) ensure that all spectators remain outside the Field fence and not allow non-participants on the field at any time;
- iii) shall not paint additional lines on the Field without the advance written permission of the SRC;
- iv) shall lift all field equipment off of the Field turf to move it, and shall not drag any equipment on the Field; or
- v) shall use the gates for entrance and egress to the Field, and not allow any person to jump the Field fence to retrieve balls or for any other purpose;
- vi) shall comply with the Field lock procedure, which will be given out and explained when the use permit is picked up; and
- vii) shall wear only sneakers, turf shoes or molded cleats.
- viii) shall use the appropriate goals solely for their intended use i.e.: soccer goals for soccer, lacrosse goals for lacrosse etc.

- i) All Users The Premises are an environmentally sensitive area. The use of the Premises is governed by applicable DCR regulations and these regulations.

Accordingly, all Users are prohibited from:

- i) Possessing or consuming alcoholic beverages on the Premises; or
- ii) Using any Tobacco products on the Premises; or
- iii) Bringing or using any flammable materials on the Premises; or
- iv) Bringing or using any motorized vehicles on the Field; or
- v) parking on Acre Bridge Road or in other than designated parking areas on the Premises; or
- vi) bringing or letting animals on the Field; or
- vii) bring any food, drinks or gum on to the Field except water

- viii) failing to place all trash in proper receptacles.
- ix) All users are prohibited from creating any related traffic, parking or pedestrian hazards.

4) Remedies for Violations

j) Reports

- i) Any person who observes a violation of these regulations is requested to report the same to the SRC.
- ii) Any Organization which observes a violation of the regulations and procedures set forth herein shall report the violation to the SRC. Only by cooperative enforcement will the Premises be preserved for continued future use.

k) Investigation

The SRC will review and investigate all reports of violations, and reserves the right to inquire of the Organization concerning the events alleged to have occurred during the period for which that user was issued a permit. By accepting a permit to use the Premises, the Organization agrees to cooperate fully in any investigation deemed necessary by the SRC or any other authorities.

l) Sanctions

Based upon its investigation, the SRC will determine a sanction appropriate to the violation, including, but not limited to:

- i) Revocation of a permit or permits issued to an organization (without any refund or credit for unused time)
- ii) Prohibiting use of the Field by an Organization for an indefinite or specified period of time; or
- iii) Conditioning that Organization's future use of the Premises on other reasonable terms and conditions such as participation in maintenance and repair of the Field or the Premises.

Signature

Date