

GREEN TOWNSHIP

APPLICATION FOR PERMISSION TO USE A TOWNSHIP FACILITY

APPLICANT INFORMATION		
NAME	EMAIL ADDRESS	
ADDRESS	PHONE	
	NON-PROFIT? (proof upon request)	
ORGANIZATION NAME		
ORGANIZATION ADDRESS		
FACILITY INFORMATION - Please circle all facilities requested:		
EverGreen Park: Main Soccer Field Practice Soccer Field Westra Field Orr Field Raffay Field Basketball Court Daniel C. Conkling Memorial Pavilion (w/o kitchen) Daniel C. Conkling Memorial Pavilion (w/ kitchen) Parking Lot EverGreen Trail Park (field) Wesley Field Baseball Field (Little League) Papa Park Pittenger Park Fireman's Field Town Hall: Downstairs or Meeting Room Parking lot Greendell PO parking lot Tranquility PO parking lot Trinca Airport	DATE REQUESTED _____ TIME REQUESTED _____ PURPOSE _____ _____ _____ SPECIAL PROVISIONS REQUESTED _____ _____ _____	
PARTICIPANT INFORMATION		
TOTAL NUMBER OF PARTICIPANTS (please attach roster)		
NUMBER OF GREEN TOWNSHIP RESIDENTS PARTICIPATING	PERCENT GREEN TOWNSHIP RESIDENTS	
IS THIS AN ADULT (over 18 years old) OR YOUTH (under 18 years old) PROGRAM/EVENT? (circle one)		
FOR OFFICAL USE ONLY	NOTES	COMMENTS
___ Certificate of Insurance ___ Hold Harmless ___ App Fee Paid-Date _____ ___ App/Den Email Sent-Date: _____ ___ Sent to DPW Calendar ___ In Book ___ On Calendar		NO ALCOHOL – NO OPEN FLAME/GRILLING APPROVED: _____ DATE APPROVED _____

APPLICANT CERTIFICATION

I, _____, hereby certify that I have read, understand and agree to comply with all the rules and regulations as set forth in Green Township General Ordinances Chapter IX and VIII.

Applicant Signature

Date

Township of Green

HOLD HARMLESS AGREEMENT

The _____ 1, to the fullest extent permitted by law, hereby agrees to save, indemnify and hold harmless the Township of Green, and all of its agents and employees, against all claims, judgments, demands for damages, and expenses, including but not limited to reasonable attorney's fees, arising out of, by reason of, on account of, in consequence of, or in connection with _____ 2, arising from accidents to any persons or property caused by the _____ 1, its agents, servants, employees, invitees and guests. Said indemnification also applies against all claims, judgments, losses, demands for damages, and expenses, including but not limited to reasonable attorney's fees, arising from accidents to the Township of Green its agents or employees; or to the _____ 1, its agents, servants, employees, invitees and guests, whether occasioned or caused by said _____ 1, its agents, servants, employees, invitees and guests. It is the intention of this agreement that the Township of Green, its agents or employees shall be indemnified for its own negligence, for all claims, judgments, losses, demands for damages, and expense, including but not limited to attorney's fees, arising from such accident or accidents, to the fullest extent of the law, unless it is determined that Township of Green, its agents or employees are solely negligent. The _____ 1, shall defend any and all suits that may be brought against the Township of Green, its agents or employees on account of such accidents and will make good to, and reimburse, the Township of Green its agents or employees for any expenditures, including but not limited to reasonable attorney's fees, that the Township of Green, its agents or employees may make by reason of such accidents.

Signed: _____ Date: _____

Printed Name: _____

Acknowledged and Sworn Before Me

This _____ day of _____, _____

My Commission expires _____

Notary Public: _____

1. Subcontractor, tenant, non-profit, lessee, etc. (your name)
2. Project, event, etc. (event)
Update: November 2023

AFFIDAVITS FOR YOUTH ACTIVITIES

BACKGROUND CHECK CERTIFICATION

YOUTH ACTIVITIES

I _____ hereby certify that all coaches, assistant coaches, and adults who are in positions of authority or control of the youth participants under the age of 18 have completed and passed a background check within the last four years and no individual has been convicted of any of the disqualifying offenses set forth in N.J.S.A. 15A:3A-3.

I further certify that I am not aware of any relevant convictions subsequent to said background check.

Signature of party responsible for facility use

CODE OF CONDUCT CERTIFICATION

YOUTH ACTIVITIES

I, _____, hereby certify that an Athletic Code of Conduct has been adopted by this youth organization (club) substantially similar to the model policies promulgated by the New Jersey Attorney General pursuant to N.J.S.A. 5:17-1 et seq.

I further certify that each participant – coach, assistant coach, parent and youth participant – has reviewed the code and attested to his review.

Signature of party responsible for facility use

GREEN TOWNSHIP

Use of Facilities Information

If you have any questions about any information in this packet, please call 908.852.9333 x13 or email landuse@greentwp.com

The purpose of this information is to give individuals and organizations the ability and opportunity to use many of the facilities owned by Green Township.

General Code Chapter IX – Public Property, Parks and Recreation Areas – sets forth the rules and regulations that govern use of Green’s facilities and Chapter VIII – Fees sets forth the fees for use of the facilities. Both are attached here for your review and certification of review.

Application process:

A one-page application must be completely filled in, **signed in front of a Notary Public** and submitted to the Recreation Committee Secretary, with all support documentation as required, at least 30 in advance and no more than 45 days prior to the desired use date. Note that submission of an application does not constitute approval.

Note: The Hold Harmless agreement must be signed in front of a Notary. Green Township has multiple Notary Publics at the Municipal Building.

The application and support documents will be reviewed for completeness. At such time as an application is considered complete it will be identified as ready for approval and sent to the approving authority. The approving authority is dependent on the type of application and will be determined on a case by case basis.

Approval is conditioned upon receipt of any applicable fees and all required documentation. The applicant will be notified of conditional approval and upon receipt of any required fees and/or outstanding documentation the applicant will be given a copy of the approved application which shall be available for public inspection at the event.

An Application will be considered complete when:

For all applicants:

- ALL items have been filled in on the application.
- A fully completed and notarized Hold Harmless has been submitted (acceptable form attached).

Additional documents for Organizations or Entities:

- Submission of an insurance certificate naming **Green Township, Green Township Officers, Green Township Employees, and Green Township Volunteers** as additional insured on a primary and non-contributory basis with a minimum of \$1,000,000.00 Comprehensive General Liability.
- Submission of a roster of participants including, at minimum, name, address and age group.

Additional documents for youth activity:

- Submission of an affidavit (form attached) **MUST** be submitted certifying that all coaches, assistant coaches and adults who are in positions of authority or control of youth participants have completed and passed a background check within the last four years.
- Submission of an affidavit (form attached) certifying that an Athletic Code of Conduct has been adopted by the local organization and that each participant has attested to his receipt and review.

Special Provisions/Needs

Special provisions or needs (sanitary, parking, etc.) will be considered as requested in the application. This includes any variances from the Chapter IX regulations. In the event that special provisions are approved and provided, the Township reserves the right to charge facility users for the costs for those special provisions/needs.

Where a variance from Chapter IX is requested please cite the section of Chapter IX from which relief is being sought and provide an explanation. Attach additional sheets if necessary.

Note: Any on-site food preparation will require a permit and inspection by the County Department of Health. In addition, any food preparation using fire will require inspection by the Fire Official.

Note: The erection of tents or temporary structures will need inspection and approval by the Construction Official **and submission of an insurance certificate naming *Green Township, Green Township Officers, Green Township Employees, and Green Township Volunteers* as additional insured on a primary and non-contributory basis with a minimum of \$1,000,000. Comprehensive General Liability from the supplier.**

ORDINANCE NO. 2015-04
TOWNSHIP OF GREEN, COUNTY OF SUSSEX, STATE OF NJ

"AN ORDINANCE REPLACING CHAPTER IX IN ITS ENTIRETY, AND AMENDING CHAPTER VIII, FEES."

BE IT ORDAINED, by the Township Committee of the Township of Green in the County of Sussex and the State of New Jersey, as follows:

SECTION 1: Chapter IX shall be repealed in its entirety and shall be replaced with new Chapter IX, Public Property, Parks and Recreation Areas as follows:

CHAPTER IX
PUBLIC PROPERTY, PARKS AND RECREATION AREAS

9-1 Title; Purpose; Facilities; Definitions.

- A. Title. This chapter shall hereafter be known and cited as "Park and Public Property Rules and Regulations."
- B. This chapter is enacted to establish rules and regulations for the protection, care and control of all public facilities including open space, Township buildings, parks, playgrounds and athletic fields in the Township and to regulate the conduct of persons on or within such public facilities.
- C. Definitions. As used in this chapter, the following terms shall have the meanings indicated:

TOWNSHIP FACILITY OR FACILITIES

Facilities include but not limited to:

EverGreen Park:

 Main Soccer Field

 Practice Soccer Field

 Westra Field

 Orr Field

 Raffay Field

 Basketball Court

 Daniel C. Conkling Memorial Pavilion (w/o kitchen)

 Daniel C. Conkling Memorial Pavilion (w/ kitchen)

 Parking Lot

EverGreen Trail Park (field)

Wesley Field

 Baseball Field (Little League)

Papa Park

Pittenger Park

Fireman's Field

Town Hall - Including Downstairs Meeting Room and parking lot

Greendell PO parking lot

Tranquility PO parking lot

Trinca Airport

FACILITIES USER GROUPS are defined as follows:

Group 1 — youth programs associated with GTSC or Green Township based non-profit youth organizations whose participants include 75% Green residents, have open registration (regardless of skill level), provide an "everyone participates" philosophy.

Group 2 — adult programs associated with GTSC or Green Township based non-profit adult programs whose participants includes 75% Green Residents.

Group 3 — youth non-profit organizations who are unable to meet the Group 1 criteria. Group 4 adult non-profit organization who are unable to meet the Group 2 criteria. Group 5 — youth or adult programs/events that are not non-profit.

9-2 Hours; special events.

- A. Parks shall be open daily to the public from sunrise to sunset. No person shall enter or remain in any park before sunrise or after sunset. Vehicles shall not be left in facility parking areas overnight unless a permit is obtained from the Township Committee or their designated agent.
- B. Permits are required for the use of any and all Township facilities, including parks or recreation areas or portions of these, by any persons and/or organizations wishing to use the facilities or parks for parties, assemblages, business or entertainment, or athletic events. Interested parties may apply to the Township Committee or its designated agent on a form supplied by the Township Clerk and, as further outlined in Section 9-13 of this Chapter.
- C. Any section or part of a park or facility may be declared closed to the public at any time for any interval of time, either temporarily or at regular intervals as deemed appropriate by the Township Committee or its designated agent.

9-3 Alcoholic Beverages.

No person shall bring alcoholic beverages into or onto any Township facilities or possess or consume alcoholic beverages in or at any facility at any time.

9-4 Animals.

Except for guide or service dogs assisting their owner, no person shall bring, possess or harbor any pet or domestic animal of any nature on or into any Township facility.

9-5 Construction of Buildings; Utilities.

No person shall construct or erect any building or structure of whatever kind, whether permanent or temporary, on any facility or run or string any public service utility into or across any facility or property, except on special written permit issued by the Township Committee or their designated agent.

9-6 Firearms and Explosives; fires.

- A. The possession or discharge of any and all firearms, explosives, firecrackers and projectiles, including but not limited to arrows on any facility, is prohibited at all times.
- B. No person shall build or attempt to build a fire on the grounds of or in any facility.
- C.

9-7 Hunting/Fishing.

- A. No person shall annoy, harass, hunt, pursue, capture, trap, take, wound or kill any wildlife at any facility by any means, including but not limited to firearms, long-or compound bow, traps, nets or snares.
- B. No person shall fish in any facility area where bathing is permitted.

9-8 Litter; Glass.

- A. No person shall throw or deposit litter or waste anywhere at any facility other than in public litter receptacles; this will include, but not be limited to, bodies of water in or adjacent to any facility or any tributary stream, storm sewer or drain flowing into such waters.
- B. Where public litter receptacles are not provided, all such rubbish and waste shall be carried away from the facility by the persons responsible for its presence and properly disposed of elsewhere.
- C. No person shall possess glass containers or other glass objects at or around any facility or cause glass containers or glass objects to be brought into any facility.

9-9 Maintenance and Use of Facilities.

- A. No person shall willfully mark, deface, disfigure, tamper with, displace or remove any trees, shrubs, plants, buildings, materials, public utility equipment, monuments, markers or other structures or equipment at any facility or facility's property or appurtenances whatsoever, either real or personal.
- B. No person shall fail to cooperate in maintaining rest rooms and washrooms designated for public use at any facility.
- C. No person shall climb any tree or stand or sit on any monument, vases, planters, fountains, railings, fences or other property not designated or customarily used for such purpose at any facility.

9-10 Motorized Vehicles; Speed Limit.

- A. The use of all motorized vehicles, including mopeds and all-terrain vehicles, is restricted to designated roadways and parking areas. Operation of such motorized vehicles in any other facility area is prohibited.
- B. The speed limit on all park roadways and in all parking areas shall be 15 miles per hour.

9-11 Non motor-powered Vehicles.

- A. No person shall operate a non-motor powered vehicle without reasonable regard to the safety of others; this will include, but not be limited to, bicycles, skateboards and roller skates.
- B. No person shall leave a non-motor powered vehicle at any facility or apparatus on the ground or paving or set against trees or in any place or position where others may trip over or be injured by it. Where available, all bicycles shall be placed in bike racks.

9-12 Soliciting, Gambling, Vending, Signs.

- A. Solicitation of alms or contributions for any purpose, whether public or private, shall be prohibited at any facility.
- B. Vending or exposing for offering for sale any article, thing or service shall be prohibited. Exception shall be made for any non-profit organization who has obtained approval for this activity from the Township Committee or their designated agent.
- C. No person shall paste, glue, tack or otherwise post any sign, placard, advertisement or inscription whatever on any public lands or highways or roads adjacent to any facility except as permitted by the Township Committee or their designated agent.

9-13 Standards of Conduct and Dress.

- A. While in or at a facility: all persons shall conduct themselves in a proper and orderly manner.
- B. No person shall dress or undress at any facility or any portion or area of any facility.
- C. While in or at a facility, no person shall allow himself or herself to be so covered with a bathing suit so as to indecently expose his or her person.

9-14 Swimming and Wading.

No person shall swim, bathe or wade in any waters or waterways in or adjacent to any facility except in such waters and at such times and places designated by the Township Committee or its designated agent.

9-15 Use of Facilities — Permit Process; Fees

- A. Persons and/or organizations wishing to use Township owned facilities including park areas (including picnic areas, playground areas, athletic field areas, parking areas, etc.) and indoor areas (meeting rooms, kitchen, etc.) for parties, assemblages, business engagements, or entertainment are required to apply to the

Township Committee or its designated agent for permission to use in writing on a form supplied by the Township Clerk.

- B. Application for the use of a Township owned facility shall be submitted no later than 30 days prior to the first date of requested use nor any earlier than 45 days prior to the first date of requested use.
- C. Permission to use a facility shall not be granted unless and until a fully completed Hold Harmless Agreement, in a form acceptable to the Township Attorney and Risk Manager, is submitted to the Township. In addition, any organization or entity that wishes to use a facility shall submit an insurance certificate naming Green Township, Green Township officers, employees and volunteers as additional insured on a primary and non-contributory basis with a minimum of \$1,000,000 Comprehensive General Liability.
- D. Fees for use of facilities shall be set by the Township Committee in Chapter VIII. Fees shall be submitted no later than 7 days prior to use. An application is not considered approved until all fees are submitted.
- E. Submission of an application does not constitute approval of the application.
- F. In the event more than one request for use of facilities is received for the same time/day, facilities will be allocated to applicants based on the Facilities User Groups defined in 9-1C. Group 1 shall have first priority followed by Group 2 and so on. If two (or more) organizations of the same Group conflict, then the organization with the higher percentage of Green Township participants will prevail, OR the use of the facility will be divided based on the percentage of Green Township residents. The Township Committee or its designated agent will determine the use on a case by case basis.
- G. The Township reserves the right to cancel or suspend a facility use permit for the following:
 - a. Weather or emergency related situations
 - b. Damage to facility/property
 - c. Non-use of facility/property at requested times (w/o notification)
 - d. Use of alternate facility/property w/o permit
- H. The Township reserves the right to require Township personnel at the applicant's expense to be present at any event to protect the Township's interest. Such determination shall be made on a case by case basis by the Township Committee or its designated agent and the applicant will pay an hourly fee in accordance with the fee schedule in Chapter VIII. This shall be in addition to any other applicable fees.
- I. Effective August 1, 2015 prior to any youth club or organization receiving a permit to use a Township owned property, the club or organization must complete an affidavit on a form approved by the Township Attorney certifying that all coaches, assistant coaches and adults who are in positions of authority or control of youth participants under the age of 18 have completed and passed a background check within the last four years, meaning that the individual has not been convicted of any of the disqualifying offenses set forth in N.J.S.A. 15A:3A-3. The affidavit shall also state that the affiant is not aware of any relevant convictions subsequent to the background check.
- J. Effective August 1, 2015 prior to any youth club or organization receiving a permit to use a Township owned property, the club or organization must complete an affidavit on a form approved by the Township Attorney certifying that an Athletic Code of Conduct has been adopted by the club substantially similar to the model policies promulgated by the New Jersey Attorney General pursuant to N.J.S.A. 5:17-1 et seq. and certify that each participant - coaches, assistant coaches, parent and youth participant - has reviewed the code and attested to his review.

9-16 Violation and Penalties

Any person violating any provision of this chapter shall, upon conviction, be punishable in accordance with Chapter 1-5 General Penalty.

9-17 Enforcement

The Township Committee members, its designees, the Recreation Committee members or the State Police shall have the authority to enforce the provisions of this chapter.

SECTION 2: The following Ordinance Section shall be amended so as to read as follows:

CHAPTER VIII – FEES

**ARTICLE VII
Recreation**

	Minimum	Maximum
8-101 Registration for participation in a seasonal sport per participant or family (this category includes but is not limited to: volleyball, softball, basketball, soccer)	\$5.00	\$150.00
8-102 Registration for participation in miscellaneous Township sponsored events (this category includes but is not limited to: yard sale, road race, sponsor donations, barbeques, movie nights, bus trips, etc.)	\$5.00	\$500.00

Specific fees (within the given ranges) for various activities shall be identified by duly adopted Resolution of the Green Township Committee.

8-103 Use of Township Owned Facilities

A. Fees Schedule (actual fees to be based on applicant's facilities user group):

	per 1/2 day (< 4 hours)	per day (> 4 hours)
EverGreen Park:		
Main Soccer Field	\$ 75.00	\$100.00
Practice Soccer Field	\$ 50.00	\$ 75.00
Westra Field	\$ 20.00	\$ 30.00
Orr Field	\$ 20.00	\$ 30.00
Raffay Field	\$ 20.00	\$ 30.00
Basketball Court	\$ 20.00	\$ 30.00
Daniel C. Conkling Memorial Pavilion (w/o kitchen)	\$ 10.00	\$ 15.00
Daniel C. Conkling Memorial Pavilion (w/ kitchen)	\$ 75.00	\$100.00
Parking Lot	\$ 15.00	\$ 25.00
EverGreen Trail Park (field)	not yet available	
Wesley Field Baseball Field (Little League)	\$ 20.00	\$ 30.00
Papa Park	no fee — available by permit to non-profit only	
Pittenger Park	no fee — available by permit to non-profit only	
Fireman's Field	\$ 25.00	\$ 35.00
Town Hall:		
Downstairs Meeting Room	no fee — available by permit to non-profit only	
Parking Lot	no fee — available by permit to non-profit only	
Greendell PO parking lot	no fee — available by permit to non-profit only	
Tranquility PO parking lot	no fee — available by permit to non-profit only	
Trinca Airport	\$150.00	\$200.00

The fees are cumulative. For example, if both the main soccer field and the practice soccer field is requested the fees will be combined for a total.

B. Application of Fees:

For purposes of these fees, facilities user groups have been identified as follows:

Group 1 — youth programs associated with GTSC or Green Township based non-profit youth organizations whose participants include 75% Green residents, have open registration (regardless of skill level), provide an "everyone participates" philosophy.

Fee to be paid — none.

Group 2 — adult programs associated with GTSC or Green Township based non-profit adult programs whose participants includes 75% Green Residents.

Fee to be paid — GTSC associated program — fee to be equivalent to the cost of Insurance on a per participant basis — a roster of participants is required with application.

Green Township based non-profit — fee to be equivalent to percentage of non-Green resident participants — a roster of participants is required with application as well as an executed Hold Harmless Agreement and a Certificate of Liability Insurance.

Group 3 — youth non-profit organizations who are unable to meet the Group criteria

Fee to be paid — equivalent to percentage of non-Green resident participants.

Group 4 — adult non-profit organization who are unable to meet the Group criteria.

Fee to be paid — equivalent to percentage of non-Green resident participants.

Group 5 — youth or adult programs/events that are not non-profit.

Fee to be paid — full fee outlined above.

- C. The Township may require Township personnel to be present at an event to protect the interests of the Township. A fee in the amount of \$45.00 per hour shall be assessed on a case by case basis at the discretion of the Township Committee or its designated agent. This fee shall be in addition to any other applicable fees.

8-104 through 8-120 (reserved for future use)

SECTION 3: If any section, subsection, paragraph, sentence or any part of this ordinance is adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance.

SECTION 4: All Ordinances or parts of ordinances that are inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

SECTION 5: This ordinance shall take effect after final passage and publication as prescribed by

Chapter 19 Drones

§ 19-1 PURPOSE AND INTENT.

[10-5-2020 by Ord. No. 2020-07]

It is the purpose and intent of this chapter to address the potential hazard unmanned aircraft and unmanned aircraft systems pose to other aircraft in flight and to persons and property on the ground. This chapter is not intended to conflict with or preempt Federal Aviation Administration (FAA) regulations, but rather to work in conjunction with those regulations to promote public safety while recognizing the limitation of the FAA's enforcement capabilities.

§ 19-2 DEFINITIONS.

[10-5-2020 by Ord. No. 2020-07]

The following words, phrases and terms, as used in this chapter, shall have the meanings indicated as follows:

DRONE

An unmanned aircraft that can fly under the control of a remote pilot or by a geographic positioning system (GPS) guided autopilot mechanism and that may be equipped with any sensing device or capable of any data collection.

FAA

The Federal Aviation Administration.

HOBBY OR RECREATIONAL PURPOSES

A pursuit engaged in for relaxation, and not for business purposes and not for compensation or hire.

MODEL AIRCRAFT

An unmanned aircraft or unmanned aircraft system operated by any person strictly for hobby or recreational purposes. A model aircraft operator is an individual who satisfies all of the exemption criteria specified in Section 336 of Public Law 112-95, codified in Part 101 of the FAA Regulations, and flies his/her aircraft in accordance with a community-based set of safety guidelines and within the programming of a nationwide community-based organization.

OPERATE

To pilot, steer, direct, fly or manage an unmanned aircraft through the air, whether from within the aircraft or remotely. The term "operate" includes managing or initiating a computer system that pilots, steers, directs, files or manages an unmanned aircraft.

PUBLIC PROPERTY

Real property and structures owned or leased by the Township, including, without limitation, parks, playgrounds, streets, sidewalks and other rights-of-way, and buildings. Public property shall also include real property and structures which are being leased by the Township to a lessee.

SMALL UNMANNED AIRCRAFT

An unmanned aircraft that weighs less than or equal to 55 pounds, excluding toy aircraft.

SURVEILLANCE

The gathering, without permission, in a manner that is offensive to a reasonable person, of visual images, physical impressions, sound recordings, data or other information involving the private, personal business or familial activities of another person, business or entity, or that otherwise intrudes upon the privacy, solitude or seclusion of another person, business or entity, regardless of whether a physical trespass onto real property owned, leased or otherwise lawfully occupied by such other person, business or entity, or into the airspace above real property owned, leased or otherwise lawfully occupied by such other person, business or other entity, occurs in connection with such surveillance.

TOY AIRCRAFT

A glider or hand-tossed aircraft that is not designed for and is incapable of sustained flight; it may be controlled by means of a physical attachment, such as a string or wire.

UNMANNED AIRCRAFT (UA)

A device of any size that is used or intended to be used for flight in the air, operated without the possibility of direct human intervention from within or on the device. This definition includes devices commonly known as "model aircraft" and "drones" but excludes toy aircraft.

UNMANNED AIRCRAFT SYSTEM (UAS)

Unmanned aircraft and its associated elements, including the control station, communication link, data link, navigation equipment, launch/recovery equipment, other support equipment and payload.

WEAPON

Any instrument, article or substance that, under the circumstances in which it is used, attempted to be used or threatened to be used, is readily capable of causing death or serious physical injury to any person or damage to any property, including, but not limited to, firing a bullet, projectile or laser.

§ 19-3 OPERATING REGULATIONS.

[10-5-2020 by Ord. No. 2020-07]

a. Takeoff and landing. It shall be unlawful for any person operating any UA/UAS to take off from or land on or upon, except in an emergency, any Township-owned property, except as specifically provided in § 19-4 below.

b. Any person who operates or causes to be operated any UA/UAS within the limits of the Township of Green must be able to present, immediately upon request by the Township Clerk or Code Enforcement Officer, a current certificate of aircraft registration issued by the FAA for the UA/UAS, together with a remote pilot certificate, where the use of the UA/UAS requires such a certificate under 14 CFR Part 107.

c. It shall be unlawful for any person to operate any UA/UAS in the air, on the ground, or on the water:

1. In a careless or reckless manner so as to endanger the life or property of another;
2. In violation of any notice to airmen or any temporary or permanent flight restriction issued by the FAA pursuant to 14 CFR 91, as amended;
3. In violation of any requirement or restriction issued by the FAA applicable to UA/UAS, including, without limitation, the provisions of 14 CFR Part 101 and 14 CFR Part 107; or
4. In a manner that interferes with law enforcement, firefighting, or any governmental emergency operations.

d. It shall be unlawful for any person to operate any UA/UAS less than 400 feet above ground level in areas that have been designated a temporary "no-fly zone" by the Township. When a no-fly zone is established, the Township shall post notice of same on the official Township website and on the bulletin board at the Green Township Administrative Office and Evergreen Park bulletin board and shall also post warning signs in the vicinity of the no-fly zone.

e. It shall be unlawful for any person to operate any UA/UAS on the grounds of, or less than 400 feet above ground level within the airspace overlaying, a public school in the Township of Green without the written permission of the school principal or higher authority, or his or her designee, or equivalent school authority.

f. It shall be unlawful for any person to use any UA/UAS to capture images of public school grounds in the Township of Green without the written permission of the school principal or higher authority, or his or her designee, or equivalent school authority.

g. It shall be unlawful for any person to operate any UA/UAS that is equipped with a firearm or other weapon.

h. It shall be unlawful for any person to operate any UA/UAS carrying pyrotechnic devices that explode or burn, or any device which propels a projectile or drops any object that creates a hazard to persons or property.

i. It shall be unlawful for any person to operate any UA/UAS with metal-blade propellers or with gaseous boosts.

§ 19-4 EXCEPTIONS.

[10-5-2020 by Ord. No. 2020-07]

a. It shall not be unlawful for any law enforcement agency or emergency services organization of or servicing the Township of Green, the County of Sussex, the State of New Jersey, or the United States government to operate any UA/UAS from or on or upon any public property, provided the flight is conducted in a lawful manner and for lawful purposes and the agency or organization is operating the UA/UAS under 14 CFR Part 107, including aircraft and pilot requirements, or has obtained a blanket public certificate of waiver or authorization (COA) or is otherwise authorized by state or federal law.

b. This chapter shall not prohibit any federal, state, county or municipal agency from the use of drones and unmanned aircraft for any lawful and authorized purpose pursuant to applicable regulation.

c. This chapter shall not prohibit individuals and entities from the use of drones during daylight hours for business purposes in the airspace within the boundary lines of private, commercial or residential property with the property owner's consent, except that data collection shall be limited to data collection of and relating to the properties that provide consent thereto alone.

d. Notwithstanding the provisions of this chapter, the authorized and lawful operation and use of drones for commercial, business, educational, scientific, research, environmental and personal purposes shall be in accordance with applicable law and FAA regulations.

e. This chapter shall not prohibit the use of unmanned aircraft by an owner of private property in the Township in the airspace within the boundary lines of that property or in airspace within the boundary lines of private property in the Township with that property owner's consent.

§ 19-5 ACCIDENT REPORTING.

[10-5-2020 by Ord. No. 2020-07]

The operator of any UA/UAS shall immediately report to the Township Clerk any operation of the UA/UAS on public property involving:

- a. Injury to any person; or
- b. Damage to any private or public property.

§ 19-6 ENFORCEMENT; VIOLATIONS AND PENALTIES.

[10-5-2020 by Ord. No. 2020-07]

a. The Township Clerk and the Code Enforcement Officer are the local enforcing agencies charged with enforcing this chapter.

b. Any person who violates any provision of this chapter shall, upon conviction by a court of competent jurisdiction, be subject to a mandatory fine of \$100 for the first offense; \$250 for the second offense; and \$500 for the third and any subsequent offenses.

c. Enforcement actions for violations of this chapter shall be reported to the FAA by the local enforcing agency in accordance with the FAA's "Law Enforcement Guidance for Suspected Unauthorized Operations."