

# **Town of Charlemont Park & Recreation Commission**

## **Facility Handbook**



## **Application Rules & Regulations**

**Approved Draft  
By  
Board of Selectman  
May 13 2013**

# TOWN OF CHARLEMONT PARK & RECREATION COMMISSION

Park and Recreation Commission, Charlemont Town Hall  
P.O. Box 465 Main Street, Charlemont, MA 01339  
Phone: (413) 339-4335 Fax: (413) 339-0320

## Instructions:

1. **READ ALL INFORMATION and FEES CAREFULLY**
2. **Complete and Return** application to the Park and Recreation **in person** at least **60-days in advance** of the requested date.
3. **Applicants** are to submit with the application a \$50.00 **Non-Refundable Deposit**. The deposit will be applied to any charges for facility usage.
  - a. The Charlemont Parks and Recreation Commission reserves the right to reject any application.
  - b. Use may be limited by event or scheduling to allow maximum resident usage.
  - c. The PRC, its agents, or the Town of Charlemont shall have no responsibility, expressed, or implied, for inconvenience, loss or damage resulting from any form of schedule conflict in the assignment of reservations for non-recreation use.

## **RULES\* AND CONDITIONS FOR USE**

**\*There are Town by-laws for Park usage, and by-laws for dogs which are available at the Town Hall.**

1. The Event Coordinator (lessee) is responsible for the preservation of order and responsible to pay for any damage to or loss of town property that may occur during use period. Any damage or loss resulting from the use of structures, equipment, grounds, and/or other facilities by the lessee will be billed accordingly for repair, replacement, or cleaning of damaged property. This may also be defined as an area left in an unclean condition, including bathrooms.
2. Only the facilities approved are to be used.
3. All State, County, Town, and other ordinances, rules of the Board of Health, Police, and Fire Departments regarding public assemblies must be strictly complied with;  
(i.e. sanitary facilities, police detail, etc)
4. Pending the nature and size of the event, one or more police officers or Security Personnel may be required. It will be up the lessee to contact the Police department and pay for any detail, and report the status to the Park & Recreation Commission (PRC).
5. **Smoking is prohibited in all Town buildings , Fairgrounds, Tennis Courts and Ball Fields.**
6. No posting, decorating, or alterations may be done without permission from the Park & Recreation Commission.
7. Groups using the facilities agree to hold the Charlemont Park & Recreation Commission and the Town of Charlemont harmless for any injuries to those taking part in or attending the event.
8. Dogs are permitted on Town Property. However, The Park & Recreation Commission does not endorse the idea of dogs at Public Events. Any lessee wishing to allow dogs must have a stated clause in their insurance policy covering the lessee and public. It is also a requirement of the lessee to clean up after the dogs. Dogs and their owner must adhere to the Town by-laws regarding leash laws, vaccination and licensing. Lessee must also agree to spot inspections by the Towns Dog Officer. Failure to comply or if the dog is to be found not in control by its owner, both the owner and dog may be asked to vacate the premises and further, be subject to any other fines and legal action. Dogs may not be tied up, left unattended on Town Property or in vehicles.
9. **Service dogs are permitted at all times based on Mass Gen. Law Part IV Title I Chapter 272 Sec 98A**

10. Any person or group that fails to comply with ordinances, regulations, terms of the permit; or that fails to pay all fees ;or fails to treat the property with respect will be required to leave the premises and may be denied future access to these facilities.
11. Applicant must describe (within the original application) the provisions you will make to supervise those areas you have requested. Including the following:
  - a. A minimum of one person per 25 participants/per area shall be assigned by the user group to supervise.
  - b. Youth groups shall have a designated Head Leader, and there shall be a ratio of not less than 1 leader per 10 youths ages 8 to 17 and not less than 1 per 6 children under the age of 8.
  - c. All children must be supervised by group staff persons. Leaders must remain with the youth at all times, including but not limited to the ball fields, tennis courts, parks, rest room areas, and parking lots.
  - d. It is the applicant's responsibility to prevent disruptive or disrespectful behavior, vandalism and excessive noise, and to remove those causing disturbance or contact police to have offenders removed.
  - e. Unless otherwise arranged, the lessee/ event coordinator is responsible for facility clean-up, and will be charged for any clean up, repair, replacement from damage as a result of the event.
  - f. Groups using the facility are responsible for the removal of all trash. The event coordinator must ensure that the area is left clean of litter.
  - g. No child may be left unattended at the park at any time.
12. The Charlemont Park & Recreation Commission and the Town of Charlemont's decisions regarding billing for damages, additional personnel, supervision requirements, scheduling, or rescheduling are final.

## **Insurance Requirements**

### **A CERTIFICATE OF LIABILITY INSURANCE IS REQUIRED FOR ALL PUBLIC EVENTS.**

The Town of Charlemont must be named additional insured. (\* see example next page) General Liability Insurance shall be as prescribed by attached Insurance Schedule. **Certificate of Liability Insurance must be provided to and approved by the Park & Recreation Department with a copy forwarded to the Board of Health, and the Selectmen 25-Days prior to the event.**

**Alcohol is not permitted on ANY Town Property.** Special permission may be requested and approved by the Park & Recreation Commission along with the Board of Selectman's final approval and issuance of a one day license. Proof of liability insurance **is required for ALL events** . The Town of Charlemont must be named as additional insured. (\* see example next page)

**Please find attached Approved Insurance Requirements Schedule.**

**In the case your event is not listed, notify and submit a request to Park & Recreation. Park & Recreation will vote on your event and properly submit for approval by the Board of Selectman.**

**If you are not sure if your event is covered under the current requirements please request from Park & Recreation a determination.**

# Insurance Requirements

5/13/2013

Event	Aggregate Amt.
<i>FIREWORKS</i>	3 / 5 mil
<i>DEMOLITION DERBY</i>	1 / 3 mil
<i>TRACTOR/TRUCK PULLS</i>	1 / 2 mil
<i>MECHANICAL RIDES</i>	1 / 2 mil
<i>RODEO</i>	1 / 2 mil
<i>ANIMAL RIDES</i>	1 mil
<i>HORSE/OXEN</i>	1 mil
<i>PETTING ANIMALS</i>	300 k
<i>OWNER PET DOGS/ANIMALS</i>	300 k
<i>ENTERTAINMENT</i>	
MUSICIANS, ARTISTS, PERFORMERS	100 k / umbrella
AUCTION, TAG SALES, BINGO	100 k / umbrella
<i>VENDORS</i>	
ALCOHOL, BEER & WINE	1 / 3 mil
BEER,WINE	1 / 3 mil
FOOD	1 mil
CRAFTERS, PRODUCT	100 k / umbrella
<i>DISPLAYS</i>	
EXHIBIT HALL, PRODUCT	100 k / umbrella
<i>WEDDINGS / PARTIES</i>	
(Private or Specific Group)	
BIRTHDAY/ANNIVERSARY/SOCIAL No Alcohol	100 k / umbrella
BIRTHDAY/ANNIVERSARY/SOCIAL Alcohol	1 mil

**ONLY THE BOARD OF SELECTMEN has the AUTHORITY based on a recommendation by the Charlemont Park & Recreation Commission to make EXCEPTIONS to INSURANCE REQUIREMENTS.**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

<b>PRODUCER</b> Demo Agency 123 Main St. P.O. Box 555 Memphis, TN 37721 Phone: (423) 555-1234 Fax: (423) 555-1235	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
<b>INSURED</b> Sample Customer Mr. William B. Jones 1400 E. Main St. Memphis, TN 37901-5555	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;"><b>INSURERS AFFORDING COVERAGE</b></td> <td style="width: 20%;"><b>NAIC #</b></td> </tr> <tr> <td>INSURER A: Acme Corporation</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>	INSURER A: Acme Corporation		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>												
INSURER A: Acme Corporation													
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INGR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPIOP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO OWNED - EA ACCIDENT \$ OTHER THAN AUTO ONLY: AGG \$
	<b>EXCESS UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input type="checkbox"/>				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DEMO COPY

Must read exactly

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

Event Name:  
 Event date(s):  
 Event Address: Park Street, Charlestown, MA

<b>CERTIFICATE HOLDER</b> Town of Charlestown 157 main Street Charlestown MA 01339	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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**Application for Facility Reservation**  
**CHARLEMONT PARK & RECREATION COMMISSION**

Return by mail or drop box: Town of Charlemont, PO Box 465 Charlemont, Ma 01339  
Phone 413-339-4335 Fax 413-339-0320

Complete and return application to above address **at least 60 days in advance** of requested dates; because of the high demand, 5 to 6 weeks is recommended. See details & regulations for use.

Please answer **all questions**. **Detach this form & retain other pages for your information. Use back if needed.**

Enclose **deposit**, payable to the **Town of Charlemont**. The deposit will be applied to the total cost, based on facility & other charges.

1. **Name of Organization (Lessee)** \_\_\_\_\_

2. **Contact Person (Event Coordinator)** \_\_\_\_\_

3. **Daytime Phone** \_\_\_\_\_ **Cell or secondary phone** \_\_\_\_\_

4. **Mailing Address** \_\_\_\_\_

5. **Email Address** \_\_\_\_\_ @ \_\_\_\_\_

6. **Name & Address** if different than above \_\_\_\_\_  
\_\_\_\_\_

7. **Event Name/Purpose** \_\_\_\_\_

8. **Facility requested:** \_\_\_ Fair Grounds \_\_\_ Exhibit Hall \_\_\_ Oxen/Horse Draw Building \_\_\_ Courts

9. **Specify other areas:** \_\_\_ Rest Rooms Open (where available) \_\_\_ Electricity (where available)

10. **Date(s)** \_\_\_\_\_ **Rain Date(s)** \_\_\_\_\_

11. **Time Start** \_\_\_\_\_ **am/pm** **Time End** \_\_\_\_\_ **am/pm** **Days of Week** SU M TU W TH FR SA

12. **Estimated Attendance** \_\_\_\_\_ **Estimated # of adults** \_\_\_\_\_ **# of children**

13. **Please list and or explain on back provisions for setup, supervision & cleanup**

14. **Is alcohol being served** \_\_Y\_\_N **Food** \_\_Y\_\_N Please seek appropriate Board for licensing

*If approved, THIS SHALL SERVE AS YOUR PERMIT, AND SHOULD BE CARRIED WITH YOU.* All permits carry these conditions: (a) All (including any staff & volunteers) must park in proper areas; (b) Before you leave, trash shall be picked up and removed from facility by lessee.

15. **Do you agree that youth groups will be supervised by your agency during this time?** \_\_\_\_

16. **Do you agree to meet all these conditions and Park Regulations?** \_\_\_\_

**Your Park & Recreation Liaison will be:**

**Name:** \_\_\_\_\_ **Contact #** \_\_\_\_\_ - \_\_\_\_\_

**TERMINATION OF AGREEMENT**

Any violation of the Charlemont Park & Recreation Commission policies or regulations for use of facilities will result in the termination of this agreement.

The Charlemont Park & Recreation Commissions decisions regarding terminations are final.

**Office Use Only** Rec'd \_\_\_/\_\_\_/\_\_\_ **Disposition** \_\_\_\_\_ **BY** \_\_\_\_\_

**Amount Due \$** \_\_\_\_\_ **Deposit received \$** \_\_\_\_\_ **Balance \$** \_\_\_\_\_ **due by** \_\_\_/\_\_\_/\_\_\_

# FEE SCHEDULE FOR FACILITY USE

## Charlemont Park and Recreation Commission

**All groups must submit the attached, completed application in advance; groups shall comply with supervisory, parking and clean up requirements per previous pages.**

### 1) CHARLEMONT FAIR GROUNDS

(including Pavilion & Horse Draw Building, Fields and restrooms)

	RESIDENT	NON RESIDENT	SECURITY*
<b>1 to 75 people</b>	<b>\$50.00</b>	<b>\$75.00</b>	<b>1</b>
<b>75-300</b>	<b>\$100.00</b>	<b>\$150.00</b>	<b>2</b>
<b>300+</b>	<b>\$250.00</b>	<b>\$375.00</b>	<b>3</b>

### 2) EXHIBITION HALL AT THE CHARLEMONT FAIR GROUNDS – PER DAY IF IT IS THE ONLY FACILITY USED.

	RESIDENT	NON RESIDENT
<b>1-100</b>	<b>\$50.00</b>	<b>\$75.00</b>

### 3) HORSE DRAW BUILDING see fees above

Proof of compliance with all pertinent animal control regulations and officers

### 4) TENNIS COURTS

Tennis Courts are available to the public for open play free of charge dawn to dusk.

Hawlemont School has priority during school hours.

Charlemont Residents Reserving Specific Courts for one-time Events: \$10.00/half day, \$20.00/full day

All Others, \$10.00/Hour/Court. All potential users must contact the Charlemont Park and Recreation

Department in advance for scheduling and fees.

### 5) OTHER FEES

*Restrooms:* A cleaning fee of \$50 per cleaning (one required) will be charged for use.

*Electricity:* IF IT IS AVAILABLE, a \$25 deposit is required.

There may be an additional charge based on usage.

*Attendant:* Minimum of \$15 per hour if staff person is to be present.

Please see next page for Board of Health related fees

\*Security can be a Police Officer or from a Event Security Company

**All checks are made payable to: Town of Charlemont**

TOWN OF CHARLEMONT  
BOARD OF HEALTH



FEE SCHEDULE  
EFFECTIVE 1/1/2013

**TITLE V AND WELL FEES:**

Septic installer's permit	\$100 annual
Refuse hauler's permit	\$100 annual
Septic hauler's permit	\$100 annual
Percolation test witness	\$150 for first 2hours, \$75/hour additional hours
New septic installation (includes final inspection)	\$225
Repair septic installation (includes final inspection)	\$225
Title V system inspection/witness	\$150 for first 2hours, \$75/hour additional hours
Well permit (includes review & site visit)	\$75

**FOOD SERVICE LICENSES AND FEES:**

Food establishment permit (includes 2 annual inspections)	\$250
New food establishment permit-incl. Food Estab. Permit, pre-operational review & inspection.	\$400
Mobile and seasonal food permit (9 months maximum)	\$100
<b>Temporary Food Permit (no more than 7 days)</b>	<b>\$75</b>
Pre-Packaged food permit (for sale of pre-packaged food only )	\$50
Bed & Breakfast/residential/seasonal kitchens	\$150
Follow -up inspections for food violations/re-inspections	\$75
Milk Permit (annual)	\$25
Frozen dessert permit (annual)	\$75
Package store permit	\$50
Day care permit/inspection	\$100

**Any additional hours, inspections/re-inspections charged at a rate of \$75/hour**

**SEASONAL CAMP/PUBLIC POOLS:**

Pool permit (includes one inspection)	\$125
Family Campground	\$100
Children's recreational camp (includes 4 hours: review of forms and one inspection)	\$300, \$75/hour after 4 hours
Cabins , motels, lodging houses, trailer coach parks	\$100
Camp/public pool re-inspection	\$75/hour

**COMMUNITY SANITATION FEES:**

Portable toilets (per event)	\$25
Massage permit	\$100
Body piercing/tattoo permit	\$100

**HOUSING:**

Housing code complaints, after 1st re- inspection	\$75/hour
Collection service fee	\$100/hour
Housing Court appearance ( when inspector shows for court but defendant does not)	\$150 per non appearance
Civil processing fee	\$50 in state/ \$100 out of state

**MISCELLANEOUS:**

Elderly day care (daily care)	\$100
Family cemetery	\$25

**Any additional hours, inspections/re-inspections charged at a rate of \$75/hour**

**TOWN OF CHARLEMONT  
BOARD OF HEALTH**

**FEE: \$75.00**  
(no more than 7 days)

P.O. Box 465  
Charlemont, MA 01339  
Phone : (413-339-4335) FAX : (413-) 339-0320

**TEMPORARY FOOD SERVICE APPLICATION**

**Event :** \_\_\_\_\_ **Event Date:** \_\_\_\_\_

Establishment Name : \_\_\_\_\_

1.) Applicant's Name: \_\_\_\_\_

2.) Applicant's Address: \_\_\_\_\_

City and State: \_\_\_\_\_ Zip : \_\_\_\_\_

3.) Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

4.) List all foods to be served:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5.) I am providing no foods which are homemade. All foods are prepared on site from approved commercial establishments. Yes \_\_\_ Name of Establishment: \_\_\_\_\_  
Permit #: \_\_\_\_\_

6.) I am providing the following hot temperature control for the hot holding of all potentially hazardous food above 140F. re-heated, potentially hazardous foods, which are reheated for hot holding, shall be discarded if not used or sold by the end of the day.  
Describe hot holding equipment: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

7.) I am providing at least one full time person in charge, who has passed an accredited food protection management exam. Yes \_\_\_  
Name of Certified Food Protection Manager: \_\_\_\_\_

8.) I am providing alternative means to bare hand contact with ready-to-eat (RTE) foods:

\_\_\_\_\_  
\_\_\_\_\_

9.) Food establishments which serve raw or undercooked animal foods must inform consumers these foods are raw and may cause illness. Please describe consumer advisory:

\_\_\_\_\_

\_\_\_\_\_

10.) I am providing the following cold temperature for the cold holding of potentially hazardous foods.

Yes \_\_\_  
Describe cold handling equipment: \_\_\_\_\_

11.) I am providing a metal stem-type thermometer (0-220F) to measure the hot and cold of potential hazardous food. Yes \_\_\_

I am providing a thermometer for every refrigerator unit. Yes \_\_\_

12.) Hand washing Facilities:

a.) Plumbed sink \_\_\_ b.) Gravity Flow Container\_\_\_(At minimum, you need a 5 gallon insulated container, with a spigot, a bucket for the collection of the wastewater, pump, soap, paper towels and a lined trash receptacle).

13.) Utensil washing facilities:

a.) Three compartment sink \_\_\_ b.) Three deep tubs or basins \_\_\_ (one for soapy water, one for rinse water and the other for sanitizing solution).

14.) I am protecting my unpackaged food and food preparation areas from flies, dust and the public by the following methods: \_\_\_\_\_

\_\_\_\_\_

15.) Structure: Booth \_\_\_ Mobile Unit \_\_\_ Tent \_\_\_ Other \_\_\_(please describe)

\_\_\_\_\_

**I hereby consent to inspection by the governing authority used by the Charlemont Board of Health and Acknowledge that the issuance and retention of this permit is contingent upon satisfactory compliance with local temporary food service requirements, a copy of which I received.**

Applicants Signature: \_\_\_\_\_ Date : \_\_\_\_\_

**The following must be enclosed with application:**

\$60.00 Fee: Yes \_\_\_ ServSafe Certificate: Yes \_\_\_ 2 copies Certificate of Liability Insurance Yes \_\_\_

**INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.**

(FOR BOARD OF HEALTH USE ONLY)

Date Received:	Date Inspected:	Approved by:	Permit #:
_____	_____	_____	_____

# Appendixes

## Park & Recreation Rules & Regulations (Town By-Laws)

May 5, 1986

Voted to adopt the following Section 8 to be added to the  
CHAPTER IV - REGULATIONS of the By-Laws of the Town of Charlemont.

### SECTION 8

- A. The following regulations shall apply to the Town Fairgrounds and Town Tennis Courts.
  - 1. No person shall be on the fairgrounds or tennis courts during the time between  $\frac{1}{2}$  hour after sunset to  $\frac{1}{2}$  hour before sunrise, except by written permission of the Park Commissioners.
  - 2. No person shall cause or permit any littering on the fairgrounds or tennis courts.
- B. The following regulations shall apply to the Town Fairgrounds.
  - 1. No person shall operate any recreational vehicle of any type on the fairgrounds (amended to add--except by permission of the Park Commissioners).
  - 2. No person shall smoke in the grandstand building or exhibition hall building on the fairgrounds.
  - 3. No person shall shoot or discharge any type of firearm on the fairgrounds, except by written permission of the Park Commissioners.
  - 4. No person shall have in his possession any alcoholic beverage on the fairgrounds, except by written permission of the Park Commissioners.

Any violation of the above offenses shall be subject to a fine of \$100.00.

# Park & Recreation

## Dog By-Laws

### Article: 26. DOG BYLAW

Voted to establish the following bylaw pursuant to M.G.L. Chapter 140, Section 147A, relative to the licensing of dogs:

#### Section 1: Validity

- 1.1 This by-law is not intended to derogate or limit any powers, rights, or obligations set forth in M.G.L., Chapter 140, but is in addition to.

#### Section 2: Licensing

- 2.1 All dog licensing will be done through the Town Clerk's office. Dog licenses are issued for a one year period. Said licensing period is from April 1 to March 31. All dogs six months of age or older shall be licensed and have a current rabies inoculation as required under M.G.L. c140 s137 and 145B as amended.

Should any owner fail to license a dog before April 1, the owner or keeper shall pay a late fine of ten dollars (\$10.) before obtaining said license.

Should any owner fail to license a dog before May 15<sup>th</sup>, a complaint will be taken out in Greenfield District Court and the owner or keeper shall pay a late fine of \$25.00 before obtaining said license all in accord with M.G.L. Chapter 140, section 141.

- 2.2 Fees – Every dog must be licensed individually or under a kennel license.

The annual fee for individual licenses shall be set for the following categories

- a. Neutered male or spayed female dogs
- b. Neither spayed or neutered dogs

The annual kennel license fee shall be set for the following categories

- a. 4 dogs or less
- b. 5 to 10 dogs inclusive
- c. More than 10 dogs

All fees are set by the Board of Selectmen annually and are subject to change.

No fee shall be charged for a license for a dog specifically trained to lead or serve a blind person; provided that a certificate issued by the Massachusetts Commission for the Blind be exhibited certifying that the dog is trained and is actually used by a blind person.

No fee shall be charged for a license for a dog professionally trained in the hearing dog business to serve a deaf person; provided that the Massachusetts Commission for the Deaf and Hard of Hearing certifies that such dog is so trained and actually in the service of the deaf person, in accord with chapter 140, section 139.

No license fee or part thereof shall be refunded because of a subsequent death, loss, spaying, neutering, removal from the Town or any other disposal of the dog.

### 2.3 Kennel Licensing.

Definition of a Kennel in accord with M.G.L. C.140, Sec. 136A is "one pack or collection of dogs on a single premises, whether maintained for breeding, boarding, sale, training, hunting or other purposes and including any shop where dogs are on sale, and also including every pack or collection of more than three dogs three months old or over, owned or kept by a person on a single premise irrespective of the purpose for which they are maintained."

Any person maintaining a kennel in the Town of Charlemont who fails to license as prescribed by this section and the laws of the Commonwealth shall pay a late fine of twenty-five dollars (\$25) beginning April 1<sup>st</sup>.

Should any owner fail to license a dog before May 15th, a complaint will be taken out in Greenfield District Court.

The provisions of M.G.L. Chapter 140, Sections 136A, 137A, 137B, 137C and 147A regarding kennel licensing shall be complied with.

### 2.4 All monies collected for licenses, fees or fines related to the licensing and care of dogs will be retained by the Town.

## Section 3. Dogs Running At Large

3.1 No person owning or keeping a dog in the Town shall allow such dog to roam at large upon the land of another, except if it be on the premises of another person with the knowledge and permission of such other person, nor allow such dog to roam at large on any portion of any public highway.

3.1.1 Exceptions: Animals which are classified as hunting or sporting dogs, as well as working dogs, while used in such capacity.

3.1.2 This by-law shall remain in force year round.

3.2 Fines for unrestrained dogs who are found to be running at large shall be set by vote of the Board of Selectmen, and shall be enforced in accordance with Massachusetts General Laws Chapter 140, Section 173A.

Dogs found to be running at large will be held for ten (10) days. Before any dog will be released, the dog must be licensed and all fines and fees are paid in full to the Town of Charlemont. These fines and fees imposed are issued in accordance with M.G.L. chapter 140, section 173.

Section 4. Compliance with M.G.L. c 140, s136A-175

Notwithstanding anything contained herein dog owners are required to comply with all other Massachusetts General Laws regarding the keeping of dogs.

In the event that any provisions or sections of the by-law are deemed invalid or unenforceable, all other provisions shall remain in force and in effect.