



Town of Proctor

Beaver Pond Ordinance

Adopted: August 8, 2016
Effective: October 7, 2016

Table of Contents

Article I - Authority and Purpose	1
Article II – Definitions	1
Article III - Access Hours to the Beaver Pond Facilities.....	1
Article IV – Water Rules and Regulations.....	1
Article V – Park Rules and Regulations.....	2
Article VI – Enforcement before the Traffic and Municipal Ordinance Bureau	2
Article VII – Waiver Fee for Municipal Complaint.....	2
Article VIII – Civil Penalty for Ordinance Violation	3
Article IX – Additionnel Enforcement Rights	3
Article X – Severability	3
Article XI– Effective Date.....	3

Article I - Authority and Purpose

Pursuant to the delegation of authority from the Secretary of Natural Resources under provisions of Title 10 VSA Section 1424(f) and the authority of Title 24 VSA Chapter 59 and such other general enactments as may be material hereto, it is hereby ordained by the Selectboard of the Town of Proctor that the following Beaver Pond Ordinance is adopted for the Town of Proctor, Vermont as a civil ordinance.

It is the purpose of this Ordinance to regulate the waters of Beaver Pond and adjacent Beaver Pond Park within the Town of Proctor in order to promote public health, safety and the welfare throughout the Town of Proctor.

Article II – Definitions

Unless the content otherwise indicates, as used in this ordinance:

- A. Beaver Pond is the approximate 11.1 acre surface water body located in the Town of Proctor.
- B. Beaver Pond Park is the approximate 38 acre tract of land owned by the Town of Proctor and surrounding Beaver Pond.

Article III – Access Hours to the Beaver Pond Facilities

Sec. 1 The ordinary hours of access to the Beaver Pond and the facilities is from dawn to dusk during the months when the Beaver Pond Park is open to the public from April 1 until November 1 each year. The gates for vehicular access to Beaver Pond Park will be closed and locked from November 1 until April 1 of each year. A Beaver Pond Park Facility Use Agreement is required to authorize access and use of the Facilities after dusk. The Agreement form and instructions are attached as Appendix A.

Article IV – Water Rules and Regulations

A violation of the following Rules in Sections 2, 3, 4 and 6 are major; a violation of Section 5 is minor.

- Sec. 1 The waters of Beaver Pond are for bathing, swimming, and fishing. All activities in or on the water are undertaken at an individual's own risk.
- Sec. 2. The use of internal combustion motors to power vessels on Beaver Pond is prohibited.
- Sec. 3 Glass containers or other materials which may pose a hazard to swimmers are not allowed in the water or on any permitted watercraft or vessel.
- Sec. 4 No refuse of any kind shall be deposited in water.
- Sec. 5 Using soap is not allowed in the water.
- Sec. 6 Fishing in the area of water where people are swimming is prohibited.

Article V – Park Rules and Regulations

A violation of the following Rules in Sections 2, 3, 4 and 5 are major; a violation of Section 1 is minor.

- Sec. 1 Parking of motor vehicles is allowed only in designated areas including spaces reserved exclusively for disabled persons. Violators may be towed at the owner's expense.
- Sec. 2 Cutting, peeling, defacing, or destroying or damaging any building, sign, structure, bench, table, tree or other manmade structure or object is prohibited.
- Sec. 3 There shall be no littering. No containers are available at Beaver Pond for deposit of debris. All refuse and separated recyclables of items brought to the Beaver Pond Park shall be carried away and disposed of off-site.
- Sec. 4 Urinating, defecating or disposing of human waste shall be in facilities designated for that purpose.
- Sec. 5 Fires are allowed only in fire pits, fireplaces or grills at designated areas. All fires must be attended and under control at all times. Fires are not to be extinguished by throwing or dousing logs or embers in the water.

Article VI – Enforcement before the Traffic and Municipal Ordinance Bureau

- Sec. 1 Any person who violates a provision of this Ordinance shall be subject to a civil penalty of up to \$500 for each violation.
- Sec. 2 Any law enforcement officer may act as an Issuing Municipal Official and issue and pursue before the Traffic and Municipal Ordinance Bureau a municipal complaint for violation of this ordinance.

Article VII – Waiver Fee for Municipal Complaint

- Sec. 1 An Issuing Municipal Official is authorized to recover a waiver fee, in lieu of a civil penalty, in the following amounts, for any person who declines to contest a municipal complaint for a major violation and pays the waiver fee:

First offense	\$ 50.00
Second offense	\$ 150.00
Third offense	\$ 500.00
Fourth and subsequent offense	Results in prohibition to enter the Park
- Sec. 2 An Issuing Municipal Official is authorized to recover a waiver fee, in lieu of a civil penalty, in the following amounts, for any person who declines to contest a municipal complaint for a minor violation and pays the waiver fee:

First offense	\$ 25.00
Second offense	\$ 75.00
Third offense	\$ 250.00
Fourth and subsequent offense	Results in prohibition to enter the Park

Article VIII – Civil Penalty for Ordinance Violation

Sec. 1 An Issuing Municipal Official is authorized to recover civil penalties in the following amounts for each major violation of the Ordinance.

First offense	\$ 50.00
Second offense	\$ 150.00
Third offense	\$ 500.00
Fourth and subsequent offense	Results in prohibition to enter the Park

Sec. 2 An Issuing Municipal Official is authorized to recover civil penalties in the following amounts for each minor violation of the Ordinance.

First offense	\$ 25.00
Second offense	\$ 75.00
Third offense	\$ 250.00
Fourth and subsequent offense	Results in prohibition to enter the Park

Article IX – Additional Enforcement Rights

Sec. 1 In addition to the enforcement procedures available before the Traffic and Municipal Ordinance Bureau, the Town is authorized to commence a civil action to obtain injunctive or other appropriate relief, or to pursue any other remedy authorized by law.

Article X – Severability

Sec. 1 If any portion of this Ordinance and any amendments made hereto are held unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance and amendments made hereto shall not be affected and shall remain in full force and effect

Sec. 2 If any statute referred to in this Ordinance shall be amended; this Ordinance shall be deemed to refer to such amended statute.

Article XI – Effective Date

Sec. 1 This Ordinance shall become effective 60 days after its adoption by the Proctor Selectboard. If a petition is filed under 24 V.S.A. § 1973, that statute shall govern the effective date.

Duly enacted and ordained this 8th day of August, 2016 by the Selectboard of the Town of Proctor, County of Rutland, State of Vermont, at a duly called and duly held meeting of said Selectboard.

ATTESTED BY: *Celia Fisananti*
Town Clerk

ADOPTION HISTORY:

This Ordinance is available for review at the Town Clerk's Office at 45 Main Street, Proctor, VT 05765. Questions concerning this Ordinance may be directed to the Town Manager, 45 Main Street, Proctor VT 05765.

**TOWN OF PROCTOR, VERMONT
BEAVER POND PARK FACILITY USE AGREEMENT
FOR AFTER DUSK OR OVERNIGHT USE**

This Agreement, dated _____, 20____ by and between the Town of Proctor, and

[Name of the organization requesting to use a Proctor municipal Facility]

In consideration of the mutual covenants and conditions herein, the parties agree as follows:

1. **FACILITY.** The Town allows use of Beaver Pond Park Facility in Proctor, Vermont for after dusk and overnight use with a facility use agreement. There is a \$5.00 per night fee for overnight use and overnight use will be limited to three (3) nights.

2. **EVENT.** Describe the Event for which the Facility will be used:

3. **DATE and TERM.** The date of the Event will be _____, from _____ (a.m./p.m.) until _____ (a.m./p.m.).

4. **OCCUPANCY.** Occupancy of the Facility will be limited to _____ persons, if applicable.

5. **INSURANCE.** For groups of 10 or more, user will procure and maintain at its sole cost and expense, comprehensive general liability insurance in which the Town of Proctor is an additional insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. User will furnish the Town with a certificate of insurance.

If you cannot provide proof of insurance, you can purchase a Tenant User Liability Insurance Policy (TULIP) from Entertainment Brokers International through a program offered by the Vermont League of Cities and Towns. For more information about how to purchase your TULIP please contact the Town Office at 459-3333 extension 13.

6. **SECURITY DEPOSIT.** Although there is no rental fee charged for use of the Facility, Users will be required to pay the Town a security deposit at the signing of this Agreement.

7. **OBLIGATIONS OF USER.** At the end of the use term, User will return the Facility in a neat, orderly and clean condition. User will be responsible for, and liable to, the Town for all repairs to the Facility required as a result of damage caused by User and/or User's guests.

8. **RETURN OF SECURITY DEPOSIT.** Within three (3) business days following the Event, the Town will inspect the Facility. If User and/or User's guests have not caused any damage to the Facility, the Town will return the security deposit to User by first class mail within five (5) business days. If User and/or User's guests *have* caused damage to the Facility, the Town may retain all or a portion of the security deposit. If the Town retains any of the security deposit, it will give written notice to User specifying the amount retained and the reasons therefore. The Town's remedies for damage shall not

be limited to retention of the security deposit and the Town may pursue any additional remedies authorized by law to recover its damages or losses.

9. INDEMNIFICATION AND HOLD-HARMLESS. User agrees to indemnify and hold the Town, its officers, agents, and employees harmless from any loss or liability which may result from claims of injury to persons or property from any cause arising out of or during the use and occupancy of the Facility by User and User's guests, agents, or employees.
10. ASSIGNMENT. This Facility Use Agreement is not assignable to any other person or entity.
11. RIGHT OF ENTRY AND TERMINATION. The Town, its officers, agents, and employees shall have the right to enter the Facility at all times during the Event to confirm User's conformance to this Agreement. If the Town determines, in its sole judgment, that User has breached a term of this Agreement, the Town shall have the right to immediately terminate this Agreement prior to the expiration of its term and prior to the conclusion of the Event.
12. CONFORMANCE WITH THE LAW. User agrees that User will abide by and conduct its affairs in accordance with this Agreement and all laws, rules, regulations, and ordinances, including those relating to alcohol consumption and noise. User shall not engage in or allow any illegal activity to occur at the Facility.

The parties have executed this Agreement at _____, Vermont this _____ day of _____, 20__.

TOWN OF PROCTOR

RESPONSIBLE PARTY

By _____
[Duly authorized Agent]

[Name]

[Organization, if applicable]

[Address]

[City, State, Zip]

[Telephone Number]

Facility Use Agreement Form Instructions

Use of Beaver Pond Park Area in the Town of Proctor for private functions after dusk or overnight use are permissible only with approval of the Proctor Selectboard. To obtain approval for private use of Town of Proctor facilities, please follow the instructions below.

1. Provide all of the information requested in the Beaver Pond Park Facility Use Agreement.
2. Permitted users will be required proof of insurance. Insured will submit one (1) copy of a certificate of liability coverage, with the Town of Proctor is listed as an additional insured. Coverage limits are specified in section 6 of the Facility Use Agreement. Your request will not be considered without proper proof of insurance.
3. Return completed Facility Use Agreement to the Proctor Selectboard at 45 Main Street, Proctor, VT 05765. The Selectboard meets on the second and fourth Monday of each month. Facility use requests will be considered at the regular meetings of the Selectboard so please plan accordingly.
4. If you need help completing the Facility Use Agreement, contact the Town Manager, Stan Wilbur, at 459-3333 x13.