



TOWN OF BARNSTABLE

SANDY NECK BOARD

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Sandy Neck Board Meeting October 19, 2011

A regularly scheduled meeting of the Sandy Neck Board was held on October 19, 2011 at the Barnstable Town Hall, Selectmen's Conference Room, 367 Main Street, Hyannis, MA. The meeting was called to order at 7:30 pm by Chairman Rich French.

Chairman:

Richards French

Vice Chairman:

William Carey

Board Members:

Barbara Bell
Lynn Heslinga
Nate King
George Muhlebach
Peter Sampou

Council Liaisons:

Henry Farnham
Ann Canedy

Roll Call:

- Board Members present: Nate King, George Muhlebach, Barbara Bell, Pete Sampou, Lynn Heslinga, and Rich French. Bill Carey arrived late.
- Council Liaison: none.
- Staff: Nina Coleman, Sandy Neck Park Manager and Debbie Lavoie, Secretary Pro Tem.
- Public: Dave Anthony, Diane Lomba, Ben Ford, Christine Ford, Jim Ford, and Gary Ostrum.

Act on Minutes:

- On a **motion** by Barbara Bell and seconded by Nate King, the Sandy Neck Board voted to approve the September minutes as printed. Lynn Heslinga abstained as she was not at that meeting.

Correspondence:

- None

Staff Report:

Nina Coleman addressed the Board:

- Winter hours in effect - must be past the gatehouse by 6 pm and off the beach by 8 pm unless you are actively fishing or camping. The gatehouse is open from 9 am to 4 pm daily. Then in November, it will only be open on Friday, Saturday and Sunday.
- Columbus Day weekend was wonderful. Beautiful weather and very busy. Lot of campers on the beach.
- Next month will have end of year data for the Board.
- Working on phragmites removal project. This is the tenth year. Mostly maintenance now.
- Pheasant season – the beach is stocked on Saturday very early morning and Monday night. Also, rabbit and coyote season. Hikers need to use caution.
- Artist groups have been going to the Halfway House. Beautiful work coming out of the project.

New Business: (Taken out of order)

Ben Ford addressed the Board and explained his Eagle Scout Project.

- Ben Ford is a member of Centerville Troup 54 and hoping to become an Eagle Scout.
- His Eagle Scout project is to provide electricity to the Halfway House by means of a "trailer type device". This system will allow the unit to be deployed when needed and stored off site (in the maintenance garage) when not in use. The trailer is a small unit that can be pulled by a 4-wheel drive ATV. It will be stored on the bank on the west side of the Halfway House.
- The power usage would power 3 light bulbs and 2 or 3 computers for a weekend. It will have an extension cord from the unit to the house.
- He hopes to have the unit up and running this November. He is ordering the parts and just needs to set it all up before the winter.
- The project is being financed through donations (\$4000).

The Board was very pleased with his project – job well done!

Old Business:

Halfway House Usage Guidelines

THE BOARD REVIEWED THE TWO DOCUMENTS ATTACHED AT THE END OF THESE MINUTES.

Dave Anthony, Chief Procurement Officer, addressed the Board. He also works as Risk Management Officer for the Town.

- There are two parts. (1) **the Special Permit** and (2) **the License**. Big issue is “what happens if___?” That is why you need language to protect the town, the staff, and the user.
 - The **Special Permit** very specifically lists what is and is not allowed. This is the foundation. Document starts “tight” and if needed – can be “relaxed” later based on usage and experiences. When a group is using the cottage – their insurance should be the primary insurance. That can change down the road but this is a good starting point. The Special Permit references the Sand Neck Regulations and Policies.
 - The **License** is the second part. This agreement between the two parties identifies who is who and what each parties responsibilities are while using the cottage. Most organizations have insurance policies that would indemnify the town and also list the town as an additional insured.
 - Anytime there is an insurance document, it will be sent to Dave Anthony and he will review their policy and report back to Nina Coleman.
 - It was stressed that currently the consideration is to rent the Halfway House to only bona fide organizations. The Halfway House Guidelines (not this License) could state that the rent it is not for individual use at this time – only through nonprofit groups.
 - The Halfway House structure is insured though the Town’s insurance policy. It is separate from the liability insurance required from the user.
1. It was suggested that Dr. Auger be shown these two documents for his input. Nina Coleman to follow up.
 2. Nina Coleman will ask the Legal Dept about fees vs. user agreement costs.
 3. Pete Sampou and Nina Coleman will work on the Halfway House Guidelines (*Draft guidelines concerning the management of town owned cottages on Sandy Neck were previously submitted to the Board*). And send a “final draft” out to the board members for the next meeting. These guidelines will be sent to Legal after next month’s meeting for their review and input.

Taisto Ranta Memorial

A framed photograph of Taisto Ranta was presented to the Board. This picture will be hung in the gatehouse after the public dedication in Spring 2012.

Deer Hunt

Nina Coleman addressed the Board:

The Sandy Neck Deer Hunt has, historically, been held every other year. The last one was held in 2009 and unless there is a reason not to hold it – there will be a hunt this year. Tentatively, the schedule calls for a mandatory meeting for archery hunters on Wednesday, November 16, 2011, at 7:00 pm at the West Barnstable Community Building. The archery deer hunt will be November 21 – 26, 2011. And then the mandatory meeting for primitive firearms hunters will be held on Monday, December 5, 2011, at 7:00 pm at the West Barnstable Community Building. The primitive firearms deer hunt will be December 12 – 17, 2011. She is still planning on having the lottery to determine who will be selected to go hunting and she is going to recommend that more people be picked per day to hunt. Currently, there are only 12 people allowed per day. She will consider adding a few more people each day but safety is a big issue. Nina Coleman asked for the Board’s input about having a hunt and increasing the number of hunters per day.

Pete Sampou: Felt 15 would be a good number as more “pushing” is desirable.

Rich French: Perhaps 16 would be better as that is an even number.

Gary Ostrum (Public Comment): Safety is an issue but 16 may still not be enough. He would like to have more people every day. Unfortunately, some people do not show up on their appointed day and he would like a type of backup to allow more people every day. He also suggested the black powder hunt not be on Thanksgiving.

Nina Coleman: Historically, everyone that shows up on Archery has gone out because not that many people go to the meeting. If you had 36 hunters – all of them could go out each for two days.

Rich French: The number is a management guideline and as Park Manager, Nina Coleman should be the one to make the final decisions.

Barbara Bell: Suggested not changing the date from Thanksgiving because many people plan to go as part of their holiday plans. She has been told people do not want to change the week.

*On a **motion** by Nate King and seconded by Barbara Bell, the Sandy Neck Board unanimously voted to support a Sandy Neck Deer Hunt in 2011. It will be up to the Sandy Neck Park Manager to determine how many hunters will be allowed out during the hunt, how many deer will be harvested, and the dates of the hunts.*

Public Comment:

- None.

Adjournment:

- There being no further business, the meeting adjourned at 8:40 pm.

Respectfully submitted,

Debbie Lavoie, Secretary Pro Tem

Attachments:

1. SANDY NECK SPECIAL PERMIT USE OF THE HALFWAY HOUSE
2. SANDY NECK BEACH PARK LICENSE FOR THE USE OF THE HALFWAY HOUSE

SANDY NECK SPECIAL PERMIT USE OF THE HALFWAY HOUSE

Organization:

Phone #: Cell Phone #:

Representatives: Excursion Leader:

Address:

City/Town and State/Zip Code:

Date of Event:

Time of event:

Fee for event: \$150 per night or \$100 for day use only

Special Conditions:

1. The excursion leader for each event must provide a cell phone number. The leader must also meet with the Park Manager (or designee) prior to each event to discuss access issues, emergency procedures and Halfway House use policies.
2. Proof of insurance requirements (as outlined in the Sandy Neck Beach Park Indemnification Agreement for use of the Halfway House) must be submitted to the Park manager three (3) business days prior to the event.
3. All participants must stay on marked trails unless off trail activities have been pre-approved by the Park Manager.
4. No pets are allowed at the Halfway House (certified service dogs are excluded from this prohibition).
5. The Halfway House must be cleaned and maintained by participants per the Halfway House Housekeeping Checklist—attached.
6. Open Campfires are only allowed on the front beach after 7:00PM or sunset, whichever comes first.
7. Alcohol is not permitted at Sandy Neck Beach Park.
8. Parking fees for participants may apply.
9. Access is permitted via participants hiking from the Gatehouse. Sandy Neck staff may be available to transport participants and supplies in an official vehicle—fees may apply. Access by a permitted off road vehicle is at the discretion of the Park Manager.

NOTICE: Limitation of Liability: Entry upon or use of any of the property on Sandy Neck by any person shall constitute a release by such person of the Town of Barnstable, its agent or servants from any and all claims for personal injuries or property damage sustained upon Sandy Neck and such release shall be binding upon such person, his personal representatives, and all persons claiming through or under him.

I certify that the proposed activity is in accordance with Sandy Neck Beach Park Regulations and will be conducted in compliance with any special conditions established by the issuing authority.

Applicants Signature _____ Date _____

Authorized Signature _____ Date _____

**SANDY NECK BEACH PARK
LICENSE
FOR THE USE OF THE HALFWAY HOUSE**

This Agreement dated this _____, day of _____ 2011, entered into between:

Sandy Neck Beach Park (hereinafter "Permitting Agency"), owned and operated by the Town of Barnstable under the Marine and Environmental Affairs Division of the Community Services Department; and

_____ (hereinafter "Permittee");

for use of the Sandy Neck Park Halfway House (hereinafter "Facility").

FOR AND IN CONSIDERATION of the payments to be made by Permittee to the Permitting Agent, the mutual covenants contained herein, and other good and valuable consideration, this Agreement authorizes Permittee to use the Facility beginning on _____ subject to the following terms and conditions.

All proposed activities must be in accordance with the Sandy Neck Beach Park Regulations and Town of Barnstable General Ordinances and must be conducted in compliance with any special conditions established by Permitting Agency.

1. **PERMITTEE PAYMENT.** In consideration for the license granted pursuant to this Agreement, Permittee shall pay \$150 per night to the Permitting Agency. Failure to pay the Facility Permit Payment when due may, without limiting any and all Permitting Agency's other remedies, result in cancellation of this License.

2. **NON-USE.** In consideration of the Permitting Agency's agreement herein to hold the use periods described for the use of the Facility, all charges for the entire use periods shall be due and payable to Permitting Agency irrespective of their actual use by Permittee unless licensed to another user by Permitting Agency or the licensed areas are closed by Permitting Agency. Permittee will owe the full amount of the Facility Permit Payment whether or not the use periods are actually used.

If the Manager closes Sandy Neck Beach Park for weather or other unforeseen reasons, the Permittee Representative will be notified of such a closing by the Manager and a replacement date and time will be arranged, subject to availability. If the cancelled use period is rescheduled Permittee will not be charged the Facility Payment for the cancelled use period. The applicable use charge for the scheduled use period will be assessed to Permittee for the replacement date and time. If a rescheduled use period cannot be arranged to the mutual satisfaction of both parties, the Permittee will still be required to pay the Permitting Agency for the use of the facility.

3. **ASSUMPTION OF RISK.** Permittee and all associated users that access or use the Facility under this Agreement for any purpose assume all risk and dangers incidental to such intended use. These risks and dangers include, but are not limited to, the danger of being injured while accessing the facility, hiking in the surrounding dunes and marshes, contracting poison ivy rash and tick bites. This provision shall survive the expiration or early termination of this Agreement.

4. **RELEASE.** By accepting and signing this License, the Permittee hereby waives, releases and discharges Permitting Agency for any losses, damages, costs, expenses, causes of action and claims they may have arising out of the use of the licensed area pursuant to this Agreement or otherwise.

5. **INSURANCE.** Before this Agreement goes into effect, Permittee shall deliver to Permitting Agency a Certificate of Insurance satisfactory to Permitting Agency in an amount of One Million Dollars (\$1,000,000) each Occurrence Limit and a Two Million Dollars (\$2,000,000) General Aggregate Limit. The insurance shall name the Permitting Agency as an additional insured. This insurance shall provide that before any cancellation or a reduction in coverage, the insurance company will give Permitting Agency at least 30 days prior written notice.

6. INDEMNIFICATION. Permittee hereby agrees to indemnify, defend and hold harmless Permitting Agency, its partners, members, principals, officers, directors, managers, employees, agents, affiliates, residents and invitees from and against any and all loss, damage, liability, claim, cost or expense, including reasonable attorney's fees and other legal expenses, any of such parties suffer or incur as a result of injury or death to persons or damage to property arising out of or relating to any intentional or negligent acts or omissions by Permittee or its members, prospective members or invitees pursuant to or in connection with the exercise of any of its obligations under or pursuant to the Agreement. This provision shall survive the expiration or early termination of this Agreement.

7. ASSIGNMENT. Permittee may not assign this Agreement or any portion thereof, including without limitation any use period, without the prior written consent of Permitting Agency, which consent may be withheld at the Permitting Agency's sole discretion. Any purported assignment without the consent of Permitting Agency shall make the License null and void and such actions may result in the immediate termination of this agreement at the discretion of the Permitting Agency.

8. NOTICE. All notices shall not be deemed to have been duly given or served unless in writing and personally delivered or mailed in the US mail by first class mail, or delivered by a nationally recognized courier service addressed to the parties above. Notice is deemed effective if delivered, refused or unclaimed pursuant to this section.

9. WAIVER. No waiver by Permitting Agency of any rights or remedies pursuant to this Agreement shall be effective unless in writing and signed by Permitting Agency. The written waiver by Permitting Agency of any breach by Permittee of any term, covenant or condition herein shall not be deemed a waiver of any subsequent breach or any breach of any other term covenant or condition herein by Permittee.

10. BINDING EFFECT. This Agreement shall be binding upon Permitting Agency, its successors and assigns. It shall be binding upon Permittee, its successors, assigns, and all persons covered.

11. GOVERNING LAW. This agreement shall be governed by and construed in accordance by the laws of the Commonwealth of Massachusetts, without reference to the conflict of laws or choice of laws provisions thereof.

12. ENTIRE AGREEMENT. This Agreement and its Addenda constitutes the entire understanding between the parties.

IN WITNESS WHEREOF, the Permitting Agency and Permittee have executed this Agreement in duplicate originals.

PERMITTING AGENCY:

Permitting Agency Signature

Date

Nina Z. Coleman, Sandy Neck Beach Park Manager
Permitting Agency – Print Name

PERMITTEE:

Permittee Signature

Date

Permittee - Print Name and Organization