



TOWN OF MARBLEHEAD

Recreation & Parks Department

Recreation and Parks Meeting Minutes



05/22/13

NOTE: The following is a **summary** of matters submitted at a meeting of the Recreation and Parks Commission in accordance with M.G.L Chapter 39 and the Massachusetts Open Meeting Laws. Meetings are often recorded and tapes used as an aid.

- 1) **Call to order:** Derek Norcross called the 05/22/13 meeting to order at 7:04 PM.
- 2) **Attendance:**
 - a) **Present (constituting a quorum):** Derek, Linda, Bob, and Jerry (7:19 PM).
 - b) **Absent:** Chip.
- 3) **Minutes of last meetings:** **Motion** made and seconded to approve the minutes of the 04/23/13 meeting; all in favor.
- 4) **Appearances:**
 - a) **Marblehead Festival of Arts:** Greg Triplett appeared to request park usage and trash details for the upcoming festival. Discussion of getting keys to open bathrooms at the Fort and recycling barrels. After discussion, the following **motions** were made, seconded, and approved as requested with park use fees waived, **pending receipt** of permit applications, proof of insurance, and fees for all overtime trash details:
 - i) **Fort Sewall – Champagne Festival:** June 30 evening (trash detail, keys for bathroom access, and recycling).
 - ii) **Crocker Park - Performing Arts:** July 2-7 (use of park and trash details for evening performances)
 - iii) **Devereux Beach - Kite Festival and Sand Castle event:** July 6: 9 AM-5 PM (use of beach pavilions and trash pickup/extra barrels)
 - iv) **Washington Street - Street Festival:** July 7 (trash pickup/extra barrels)
 - b) **Dave Haley:** appeared to request an extension for use of the beach (see letter). After discussion, **motion** made and seconded to approve as requested; all in favor.
 - c) **Amy McHugh:** appeared to request use of the yard behind the Vine St. garage for storage of pipes, gravel, and clean fill associated with the downtown drain project. After discussion, **motion** made and seconded to approve as requested; all in favor.
- 5) **Reports (see attached). Addendum:**
 - a) **Jim's:** After discussion, **motion** made and seconded to hire summer staff as recommended on report; all in favor.
 - b) **Brendan's:** Board has no objections to Don Morgan taking a boulder from the woods at Bud Orne. Discussion of report items: Beach, Fountain Park steps, Memorial Park, Gatchells lights, and Graffiti with no further actions taken. Brendan and Jim are working on security cameras for Seaside Park to be installed before school gets out for the summer.
- 6) **Old Business:**
 - a) See Brendan's report; no further actions taken.
 - b) **Bob:** Inquired about benches at the shell sculpture on Riverhead. Brendan is looking into having the area cleaned up as an Eagle Scout project.

MARBLEHEAD COMMUNITY CENTER

10 HUMPHREY STREET

MARBLEHEAD, MASSACHUSETTS 01945-1906

www.marblehead.org

TELEPHONE: (781) 631-3350

FAX: (781) 639-3420

7) **New Business:**

a) **Correspondence (attached):**

- i) **Lease agreement:** **motion** made and seconded to accept the lease agreement for the Fountain Park shanty; all in favor.
- ii) **The following attached permit applications** were **moved and approved** pending receipt of any required fees and/or insurance:
 - (1) MHS sophomore yard sale - Center parking lot: Fees waived.
 - (2) NGB street hockey cup challenge - Bud Orne rink: Fees waived.
 - (3) MHS freshman class plant sale - Center parking lot: Fees waived.
 - (4) Cancer Fund raiser - Glabicky field: Fees waived.
 - (5) "SUP east coast style" season opening - Riverhead Beach: Fees waived.
 - (6) MGH fund raiser - Devereux Beach: Fees waived.
 - (7) Marblehead Muster - Reynolds Playground: Pending receipt of fees and proof of insurance.
 - (8) Noymer bench request - Chandler Hovey: approved pending space available and receipt of fees.
- iii) **Informational items requiring no action:** Notice of Decision; copy of Lease Agreement for "Lime Rickey's".

b) **Appointments:**

- i) **Motion** made and seconded to re-appoint Brendan as the Department Superintendent; all in favor.
- ii) **Motion** made and seconded to re-appoint Jim as the Recreation Supervisor; all in favor.

c) **Organization of the Board:** Tabled until all Board members are present.

8) **Timekeeping:** Meeting Adjourned: 8:42 PM. The next meeting is scheduled for Tuesday 6/11/13 at 7 PM.

Attachments: Meeting Notice and Agenda; Letter from Marblehead Marine; Reports with attachments (2); Lease agreement-Fountain Park shanty; Permit applications (8); Informational items (2)



DATE POSTED:

Town Clerk Use Only

MEETING NOTICE & AGENDA

POSTED IN ACCORDANCE WITH THE PROVISIONS OF MGL 30A §§18-25

Recreation and Parks Commission

Name of Board/Committee

Address of Meeting: Community Center, 10 Humphrey Street Room: Conference Room

Wednesday

Day of week

May

Month

22

Date

2013

Year

7:00 PM

Time

Agenda or Topics to be discussed listed below (That the chair reasonably anticipates will be discussed)

Approval of minutes from April 23, 2013 meeting

Superintendent of Recreation and Parks and Recreation Supervisor reports

Appearance: 7:05 p.m. - Greg Triplett / Sandy McLaughlin - Festival of Arts

1. Memorial Park grant request

Next Meeting: TBD

THIS AGENDA IS SUBJECT TO CHANGE

Chairperson Chip Osborne

Posted by: Brendan Egan

Date: 5/20/13

MARBLEHEAD MARINE CONSTRUCTION INC.

MARINE CONTRACTING

P.O. BOX 841 • MARBLEHEAD, MA 01945-0841

E-Mail: MheadMarine@aol.com TEL: 781-631-5280

FAX: 781-639-5039

Town of Marblehead
Commissioners Parks & Recreation
10 Humphrey St.
Marblehead, MA 01945

May 20, 2013

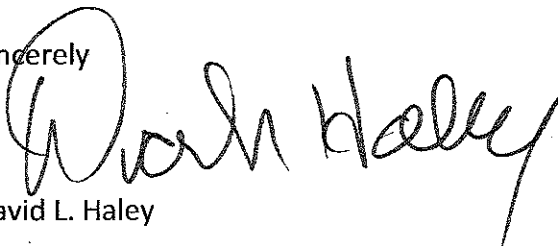
Dear Commissioners.

We are requesting an extension for removing the floats from the beach this year. As you know the storms this past winter placed tremendous amounts of sand in and around the floats, and parking lots. They also washed many of the floats their storage blocks. We spent many hours along with the highway department loaders, moving floats from one section of the beach to another so they could remove the sand. As they cleaned one section we would move floats in to that section so they could proceed to the next area.

Because of the unavailability to access to floats and the time taken away for cleanup, repairs to the floats were delayed.

We are asking to allow us to work through the first week of June to complete launching, and the removal of the Quonset hut. I would be happy to make myself available to come to a Commission if you have any questions.

Sincerely



David L. Haley

Jim Sullivan
Recreation Supervisor, Town of Marblehead
Wednesday, May 22nd 2013

Recreation Supervisor Report

Programming Updates

- ✓ - Very successful start with Summer Program registrations.

A comparison in fees received from registrations from Jan – May 12' to Jan – May 13'

January thru ~~February~~ ^{May} 2012 (\$44,716.00)

Jan – May 2013 (\$115,718.00)

Difference: \$71,002.00

- ✓ - Newly Revised Summer Playground Program - very strong numbers

We currently have an average of 60 participants enrolled in each week. Week 3 already has 75. Total of 115 different kids participating at this point, last year we had a total of 74 all summer.

As of:	4/24/2013		5/1/2013		5/8/2013		5/15/2013		5/21/2013	
	Campers	CIT	Campers	CIT	Campers	CIT	Campers	CIT	Campers	CIT
Week 1	21	0	31	0	32	0	37	0	41	0
Week 2	38	2	52	3	54	3	57	4	67	4
Week 3	40	2	54	3	62	3	64	3	75	3
Week 4	29	2	39	2	44	2	49	2	63	2
Week 5	29	2	41	2	43	2	46	2	54	2
Week 6	33	0	42	1	46	1	48	1	57	1
Week 7	30	0	39	1	44	1	49	1	56	1
Total Camp/CIT	220	8	298	12	325	12	350	13	413	13
TOTAL for SEASON	228		310		337		363		426	

- ✓ - TBall is approaching its mid-season, ended up with 106 players and 10 teams
- ✓ - Programs that have already filled for the upcoming summer

Sailing: Sessions 2 & 3 Session 1: 3 spots remaining, this year we are taking 16 participants opposed to 12 from last year

Ocean Kayak & SUP: Session 2 and 3

✓ Summer Playground

Recommend the board confirms the hiring of:

Counselors: Flynn McCormack, Shanice James – Jones

Summer Playground Orientation: Scheduled for June 27th

✓ Lifeguards

Recommend the board confirms the hiring of:

Returning Staff: Marco Chacon, Luke Chandler, Zack Beal, Ryan Henrich, Davis Carrol

New Staff: Hannah Walke

✓ Sailing Program

Corinthian Sailing Foundation approved our grant of \$1800 towards the purchase of 3 brand new sails. Doyle Sailmakers just completed the order today.

We will begin prepping boats in the upcoming week for the season.

✓ Other

Consignment sail was an overwhelming success this past weekend. Little Harbor Boathouse will be donating \$519.20 to our scholarship fund.

Summer Playground Numbers

As of:	4/24/2013		5/1/2013		5/8/2013		5/15/2013		5/21/2013	
	Campers	CIT	Campers	CIT	Campers	CIT	Campers	CIT	Campers	CIT
Week 1	21	0	31	0	32	0	37	0	41	0
Week 2	38	2	52	3	54	3	57	4	67	4
Week 3	40	2	54	3	62	3	64	3	75	3
Week 4	29	2	39	2	44	2	49	2	63	2
Week 5	29	2	41	2	43	2	46	2	54	2
Week 6	33	0	42	1	46	1	48	1	57	1
Week 7	30	0	39	1	44	1	49	1	56	1
Total Camp/CIT	220	8	298	12	325	12	350	13	413	13
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Recreation Commission Meeting

May 22, 2013

Superintendent's Report

Devereux Beach

The RFQ for the Devereux Beach Caretaker / Hauler position has been advertised and bids are due back May 29, 2013 at 10:00 a.m.

Hunter Graves started this week to get the beach cleaned up before Memorial Day. I am planning to have the parking lot graded on Friday morning and will have the bathrooms cleaned and stocked for the holiday weekend.

Athletic Fields / Parks


All of the fields have been aerated and the irrigation systems are up and running. The park bathrooms have been opened and are in full use.

I have brought on some of the seasonal employees to help stay on top of the cutting and to help prepare for Memorial Day.

I am working with Cal Titus on a price to repair the stairs in Fountain Park. I will talk with him again about the walkway in Memorial Park.

Don Morgan has inquired about taking a boulder from the woods at Bud Orne and adding it to a sitting area on the new Lead Mills property. What are your thoughts?

Memorial Park

 I received the application for the Shattuck Grant and have prepared our request for this year. I am asking for \$52,500.00 to cover the cost of the last section of fencing (see attached) and a new bubbler. The application is due June 15, 2013.

Gatchells

The retaining wall along the Double AA field is being replaced by John Promise. The wall was falling apart and it turns out was being eaten apart by termites and carpenter ants and was no longer safe. The new wall is being built with 6 x 6 timbers and will be backfilled with crushed gravel and a layer of filter fabric will be used between the soil and the gravel.

The guardrail along the third base dugout of the Major League field has been replaced. The new guardrail is the same type as the one we replaced two summers ago.

New Business

- As I had mentioned in an email earlier this week there are new owners of Lime Rickey's. I will ask them to come to our first meeting in June to introduce them and to answer any questions.

Old Business

- Financial Assistance – We have received two financial assistance letters and were able to help each candidate.
- Lynne Breed is working on a concept for a new pavilion at Chandler Hovey with Walter Jacob and his Landscape Architect. She is hoping to attend our next meeting.
- The testing has been completed at Reynolds Playground and I will invite Scott Miller to give a report at our next meeting.

Old Business - cont

- Still waiting to hear back from MHS softball coaches on availability for site walk.

Next Meeting: June 4, 2013?

LEASE AGREEMENT

This Agreement (the "Agreement") is entered this ____ day of May, 2013 by and between the Town of Marblehead, a duly organized Massachusetts municipal corporation with an address of Abbot Hall, 188 Washington Street, Marblehead, Massachusetts 01945 by and through its Board of Selectmen (the "Town") and Samuel L. Davis, 42 Orne Street, Marblehead, MA 01945, ("Tenant"), collectively referred to herein as the "Parties".

WHEREAS the Town, under the care, custody and control of the Recreation, Park and Forestry Commission, is the owner of that certain small structure or shed located off Orne Street at the Fountain Park consisting of approximately 224 square feet more or less, (the "Shed"); and

WHEREAS the Tenant has made improvement to and maintained said Shed on behalf of the Town since 1982 pursuant to an agreement with the Recreation, Parks and Forestry Department; and

WHEREAS since 1982, the laws of the Commonwealth regarding disposition of property through lease agreements have changed, and the Town desires to formalize their agreement and bring it into compliance with current laws of the Commonwealth; and

WHEREAS the Town believes that it will be in the interest of the public welfare to lease said Shed to the Tenant as the Tenant's care and maintenance have proved invaluable to the historic preservation of said Shed; and

NOW THEREFORE, in exchange for good and valuable consideration the amount and sufficiency of which is hereby acknowledged and for the mutual promises set forth below the Parties agree as follows:

1. **Definitions.** As used herein, "Town" shall include all agents, servants, employees, officials, boards, committees, subsidiaries, assigns, trustees, attorneys, and other representatives of the Town of Marblehead; and

As used herein, "Tenant" shall include all agents, servants, employees, predecessors, successors, assigns, of the Tenant.

As used herein the term "Premises" shall be that Shed located at Fountain Park adjacent to Orne Street and more particularly shown on the plan attached hereto as **Exhibit A** but not the land thereunder.

1. **Term of Agreement.** The terms and conditions of this Agreement shall become effective June 1, 2013 and terminate May 31, 2014, unless this Agreement is amended in writing and signed by the parties hereto. At the end of the Term hereof or if earlier terminated by either Party, the Tenant shall be responsible for the immediate removal of all materials, equipment and supplies from the Premises and make repair to the Premises as necessary, reasonable wear and tear excepted.
2. **Use of Premises.** The Tenant shall be permitted to use and occupy the Premises in a manner consistent with generally accepted practices associated with maintaining and using a Shed of similar size and construction. Specifically, the use of the Premises shall be used for the storage of hand tools and similar gardening materials.
3. **Maintenance and Care of Premises.** The Tenant shall be responsible for the day to day maintenance and care of the Premises.
4. **Payment Obligation.** The TENANT shall provide annually to the Town at least the equivalent in value of \$500.00 in in-kind maintenance and preservation of the Shed
5. **Termination:** Notwithstanding any term herein to the contrary, either Party may terminate this lease upon thirty days written notice to the other party at which time all obligations of either party shall cease and this Agreement shall no longer be of force and effect.
6. **Default by the Tenant.** If the TENANT should default on any of the requirements of this agreement for which it is responsible, the Town may at their sole discretion constitute this action as a breach of agreement and thereby terminate the Agreement. Upon default of any provision of this Agreement, the Town shall notify the TENANT in writing of failure to comply with the terms of this Agreement. The TENANT shall have five (5) calendar days in which to respond to the Town's concerns in writing, and to correct the deficiency within a timeframe agreeable to the Town. If the notification by the Town is not responded to by the TENANT within the five (5) day period, or the deficiency is not corrected to the Town's satisfaction, then the Town shall have the right to terminate the Agreement with the TENANT for failure to comply with the terms hereof. In the event of a default hereunder, the TENANT shall be responsible for all costs associated with collection of any payments and/or damages due hereunder and in addition the costs of collection, court costs and attorneys fees related thereto.

7. Indemnification and Insurance.

- a. Indemnification: The TENANT shall indemnify and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the use of the Premises by the TENANT, its employees, invitees, agents and guests for activities and work being performed or to be performed, or out of any act or omission by the TENANT, its employees, agents, TENANT, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The TENANT further agrees to reimburse the Town for damage to its property caused by the TENANT, its employees, agents, TENANT or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.
- b. Insurance: The Town shall keep and maintain insurance on the Shed as against loss or damage by fire and other risks and in such amounts as the Town deems appropriate.
 - i. The TENANT shall maintain insurance for the contents of the Shed at the Tenants sole discretion. However, in the event the TENANT does not maintain insurance, then the TENANT shall indemnify the Town for loss or damages by fire or catastrophe of any contents of the Shed. the TENANT shall indemnify and hold harmless the TOWN for any loss whatsoever, of ever kind and nature as a result of any said fire or other catastrophe. Including any loss for bodily injury, personal property loss, sickness or disease, or death of any person including employees and those persons other than the TENANT employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the tenancy including injury or destruction of tangible property, including loss of use resulting therefrom.

- 8. Integration Clause.** This Agreement contains the full and complete understanding of the parties. It supersedes any and all prior written agreements, negotiations, representations, understandings and discussions by or between the Parties.
- 9. Binding Effect.** The Parties represent and warrant that they have executed the Agreement by persons authorized to bind them to its terms. This Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, legal representatives, attorneys, shareholders, officers, directors, employees, agents, divisions, parent companies, subsidiaries or affiliated corporations, successors, and assigns.
- 10. Careful Review and Understanding of Agreement.** In entering into the Agreement, the Parties represent that they are competent to comprehend the Agreement and the representations and obligations noted therein, and that the terms of the Agreement have been completely read and are fully understood and agreed to voluntarily.
- 11. Severability.** The terms of the Agreement are severable, and if for any reason any part thereof shall be found unenforceable, the remaining terms and conditions shall be enforced in full.
- 12. Waiver and Amendment:** Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment. To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written Agreement by both parties. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.
- 13. Forum and Choice of Law:** This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting

in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto intending to be legally bound have caused their duly authorized representatives to set their hands and seals on their behalf, on the date and year written first above written.

Samuel L. Davis

BY: 

TOWN OF MARBLEHEAD

By: 

Jackie Belf-Becker

By: 

James E. Nye

By: 

Judith R. Jacobi

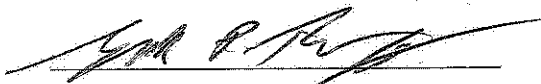

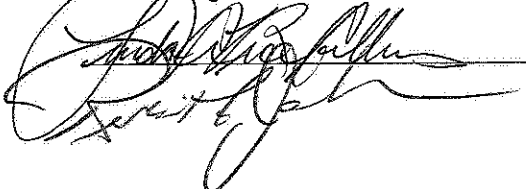

By: 

Bret T. Murray

By: 

Harry C. Christensen

Consenting Hereto:
Recreation, Parks and Forestry Commission

Marblehead Community Center rental permit application

APPLICATION date: <u>4/30/13</u>		APPLICANT (Name of person paying for the permit): <u>Hillman Hollister</u>					
DAY/DATE of event: <u>Saturday June 8, 2013</u>							
TIMES (begin & end times up to 3 hours; includes set up & clean up): <u>8am - 12pm</u>					NAME of group/organization (if applicable): <u>Marblehead High School</u>		
Event description & expected attendance (use separate page if needed): <u>Yard sale to raise money for MHS sophomore class - 150 people expected.</u>							
<u>Circle room(s) requested:</u>	Gym (note: no food or beverages allowed)	Game room	Dining room	Conference room	Arts & Crafts room	COA Kitchen	
Security deposit (separate check due at time of application):				\$50.00		\$50.00 fee; \$50 separate security deposit; in conjunction with a dining room rental	
One Room fee (up to 3 hours):				\$50.00			
Two room fee (up to 3 hours):				\$75.00			
Fee per room for permit over 3 hours:				\$25.00 an hour			
Staffing fee (Friday 5 PM - Sunday 10 PM):				\$25.00 an hour; minimum \$75.00			
Please see the next page for office hours and other information.							
SPECIAL REQUESTS: decided by the Commission at their next regular meeting INCLUDING fees and restrictions.							
RESTRICTIONS: NO Alcoholic beverages or open bonfires are allowed on ANY property under the jurisdiction of the Recreation & Parks Department (Code of the Town of Marblehead § 236-1.) Children MUST have ADULT supervision AT ALL TIMES. See next page for other restrictions.							
It is expressly understood and agreed that the policies of the Recreation & Parks Commission and the Building Utilization Committee are to be strictly complied with, and that the undersigned hereby assumes full responsibility for any damages to or loss of Town property in consequence of such use of the accommodations described above, and engages to make the same good without expense to the Town, and the undersigned further agrees to pay promptly such charges as may be made for the accommodations requested.							
Request fee waiver(s) due to hardship? (Determined at next Board meeting)		<input checked="" type="radio"/> YES / <input type="radio"/> NO					
OFFICE USE:							
Park detail required? (see detail sheet)	Staffing required to staff facility?	Insurance required?					
YES / NO	YES / NO	YES / NO					
<u>\$50.00</u>	(\$75 minimum)	\$					
*Security deposit	Staff Fee	Usage fee					
Dates paid and check numbers							

Hillman Hollister
Signature of Applicant

Hillman Hollister
Name (Please print clearly)

140 Atlantic Ave
Address

761-530-7279
Telephone

Community Center parking lot

(Continued on next page)

Peter Sheridan
 Class adviser
 Sheridan, peter@marblehead
 schools.org

Town of Marblehead Recreation & Parks Department

Application for park permit

APPLICATION date: 4-24-13	APPLICANT (name of person paying for permit): Trevor Jones and Joe Newell
INSURANCE REQUIREMENT FOR ALL WEDDINGS & LARGE EVENTS: (PLEASE CONTACT YOUR INSURANCE PROVIDER OR RENTAL COMPANY FOR ASSISTANCE)	
* IMPORTANT: A copy of a 1 million occurrence / 3 million aggregate insurance certificate <u>naming the Town of Marblehead as an additional insured</u> is REQUIRED to be provided with the request <u>at the time of application</u> .	
EVENT Day & Date: Sunday May 19th	TIME OF EVENT (begin & end up to 3 hours; INCLUDES set up & clean up): 9 A.M. to 4 P.M.
EVENT DESCRIPTION & expected attendance (use another page if needed): NG B Street Hockey Challenge Cup	
FACILITY REQUESTED (NOTE: Any parking fees are NOT included in the permit fee): Bud One Memorial Street Hockey Rink on Lime Street (Reynolds Playground)	

Available Facilities:	Devereux beach - barbeque pavilion (2 grills in season)	Devereux beach - Garfield Pavilion (2 grills in season)	Gerry Playground (on Stramski Way) (2 grills in season)	Wedding ceremonies: Chandler Hovey, Crocker Park, or Castle Rock	Other
Residents security deposit:	\$25.00	Due at time of application		\$100.00 fee; Insurance required with ALL applications (see above); No security deposit required	Fees based on request (*see note); please describe on another page
Resident fee:	\$25.00	Due upon approval			
Non - residents security deposit:	\$50.00	Due at time of application			
Non - resident fee:	\$50.00	Due upon approval			
Catered event (Clambake, etc.)	\$2 per person; minimum \$100.00 - \$50 Security Deposit				

PAYMENT: Please submit 2 separate checks made out to "The Town of Marblehead" for the security deposit and fee. The security deposit check will be destroyed once the area is checked to ensure all trash was removed from the property.

APPROVAL: Applications must be made during regular business hours. Standard applications take 1 - 3 business days to approve. Only 1 standard permit for up to 3 hours of use allowed per day per applicant.

* Note: special requests determined by the Board at their next meeting, including fee amounts and any restrictions.

CANCELLATIONS / REFUNDS: requests must be in writing at least 5 business days before event (sorry, no "rain out" refunds).

RESTRICTIONS: Open fires (bonfires) and alcoholic beverages are prohibited on property under the jurisdiction of the Recreation & Parks Department (Code of the Town of Marblehead § 236-1.)

It is expressly understood and agreed that the policies of the Recreation & Parks Commission as described above are to be strictly complied with, and that the undersigned hereby assumes full responsibility for any damages to or loss of Town property in consequence of such use of the accommodations described above, and engages to make the same good without expense to the Town, and the undersigned further agrees to pay promptly such charges as may be made for the accommodations requested.

Request fee waiver(s) due to hardship? (waivers determined at next Board meeting) YES / NO

OFFICE USE:		
Park detail required? (see detail sheet)	Police detail needed? (631-1212)	Insurance required (wedding, large event)?
YES / NO	YES / NO	YES / NO
(\$125 per unit)	\$	\$
Detail fee	Usage fee	Other fee
Dates paid and check number(s)		

Trevor Jones
Signature of applicant

Trevor Jones
Name (Please print clearly)

2 Bradlees End
Address

781-910-9509
Telephone

Approved by: *Brandon M. Segon*
Superintendent, Recreation & Parks Department

5/10/13
Date approved

Marblehead Community Center rental permit application

APPLICATION date: 4-30-13		APPLICANT (Name of person paying for the permit): Michael Lavender - Marblehead High School					
DAY/DATE of event: May 18, 2013 (Saturday)							
TIMES (begin & end times up to 3 hours; includes set up & clean up): 7AM = set-up 8AM - 12PM = Sale					NAME of group/organization (if applicable): MHS Freshman Class 2016		
Event description & expected attendance (use separate page if needed): Plant Sale in parking lot of Comm. Center. Building not needed.							
Circle room(s) requested:	Gym (note: no food or beverages allowed)	Game room	Dining room	Conference room	Arts & Crafts room	COA Kitchen	
Security deposit (separate check due at time of application):				\$50.00		<div style="border: 1px solid black; padding: 5px;"> Parking Lot only </div> \$50.00 fee; \$50 separate security deposit; in conjunction with a dining room rental	
One Room fee (up to 3 hours):				\$50.00			
Two room fee (up to 3 hours):				\$75.00			
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Request fee waiver(s) due to hardship? (Determined at next Board meeting)		<input checked="" type="radio"/> YES <input type="radio"/> NO					
OFFICE USE:							
Park detail required? (see detail sheet)	Staffing required to staff facility?	Insurance required?					
YES <input checked="" type="radio"/> NO <input type="radio"/>	YES <input checked="" type="radio"/> NO <input type="radio"/>	YES / NO					
\$50.00	(\$75 minimum)	\$					
*Security deposit	Staff Fee	Usage fee					
Dates paid and check numbers							

C

Michael Lavender
Signature of Applicant

Michael Lavender
Name (Please print clearly)

23 Colgate Rd. Marblehead, MA
Address

781-990-3633
Telephone

(Continued on next page)

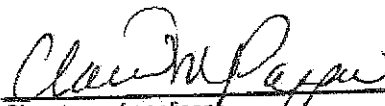
*If no other big events are taking place at the Community Center, we would like to run our ^{1 of 2} annual plant sale in the parking lot. No facilities will be required. Thank you.

Town of Marblehead Recreation & Parks Department

Application for park permit

APPLICATION date: 5-13-13		APPLICANT (name of person paying for permit): Claire & Bob Pappas	
INSURANCE REQUIREMENT FOR ALL WEDDINGS & LARGE EVENTS: (PLEASE CONTACT YOUR INSURANCE PROVIDER OR RENTAL COMPANY FOR ASSISTANCE)			
* IMPORTANT: A copy of a 1 million occurrence / 3 million aggregate insurance certificate naming the Town of Marblehead as an additional insured is REQUIRED to be provided with the request at the time of application.			
EVENT Day & Date: 5-24-13 5-8pm rain date 5-26-13 3-6pm		TIME OF EVENT (begin & end up to 3 hours; INCLUDES set up & clean up): 5-8 (Fri) 3-6 (Sun)	
EVENT DESCRIPTION & expected attendance (use another page if needed): Bags Tournament to raise money for cancer.			
FACILITY REQUESTED (NOTE: Any parking fees are NOT included in the permit fee): Glubicky Field			
Available Facilities:	Devereux beach - barbeque pavilion (2 grills in season)	Devereux beach - Garfield Pavilion (2 grills in season)	Gerry Playground (on Stramski Way) (2 grills in season)
Residents security deposit:	\$25.00	Due at time of application	
Resident fee:	\$25.00	Due upon approval	
Non - residents security deposit:	\$50.00	Due at time of application	
Non - resident fee:	\$50.00	Due upon approval	
Catered event (Clam bake, etc.)	\$2 per person; minimum \$100.00 - \$50 Security Deposit		
		Wedding ceremonies: Chandler Hovey, Crocker Park, or Castle Rock	
		\$100.00 fee; Insurance required with ALL applications (see above); No security deposit required	
		Fees based on request ("see note"); please describe on another page	
PAYMENT: Please submit 2 separate checks made out to "The Town of Marblehead" for the security deposit and fee. The security deposit check will be destroyed once the area is checked to ensure all trash was removed from the property.			
APPROVAL: Applications must be made during regular business hours. Standard applications take 1 - 3 business days to approve. Only 1 standard permit for up to 3 hours of use allowed per day per applicant.			
* Note: special requests determined by the Board at their next meeting, including fee amounts and any restrictions.			
CANCELLATIONS / REFUNDS: requests must be in writing at least 5 business days before event (sorry, no "rain out" refunds).			
RESTRICTIONS: Open fires (bonfires) and alcoholic beverages are <u>prohibited</u> on property under the jurisdiction of the Recreation & Parks Department (Code of the Town of Marblehead § 236-1.)			
It is expressly understood and agreed that the policies of the Recreation & Parks Commission as described above are to be strictly complied with, and that the undersigned hereby assumes full responsibility for any damages to or loss of Town property in consequence of such use of the accommodations described above, and engages to make the same good without expense to the Town, and the undersigned further agrees to pay promptly such charges as may be made for the accommodations requested.			

Request fee waiver(s) due to hardship? (waivers determined at next Board meeting)		YES <input checked="" type="radio"/>	NO <input type="radio"/>
OFFICE USE:			
Park detail required? (see detail sheet)	Police detail needed? (631-1212)	Insurance required (wedding, large event)?	
YES <input checked="" type="radio"/> NO <input type="radio"/>	YES <input checked="" type="radio"/> NO <input type="radio"/>	YES <input checked="" type="radio"/> NO <input type="radio"/>	
(\$125 per unit)	\$	\$	
Detail fee	Usage fee	Other fee	
Dates paid and check number(s)			


 Signature of applicant

Claire M. Pappas
 Name (Please print clearly)

49 Humphrey St.
 Address

781-589-5942
 Telephone

Approved by: 
 Superintendent, Recreation & Parks Department

5/16/13
 Date approved

Town of Marblehead Recreation & Parks Department

Application for park permit

APPLICATION date: <u>May 8-13</u>	APPLICANT (name of person paying for permit): <u>Lean B Goodman (Super East Coast style)</u>
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INSURANCE REQUIREMENT FOR ALL WEDDINGS & LARGE EVENTS:
(PLEASE CONTACT YOUR INSURANCE PROVIDER OR RENTAL COMPANY FOR ASSISTANCE)

* **IMPORTANT:** A copy of a 1 million occurrence / 3 million aggregate insurance certificate naming the Town of Marblehead as an additional insured is **REQUIRED** to be provided with the request at the time of application.

EVENT Day & Date: <u>June 15th / 13</u>	TIME OF EVENT (begin & end up to 3 hours; INCLUDES set up & clean up): <u>7am / 8am (classes event 10-12) 2</u>
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EVENT DESCRIPTION & expected attendance (use another page if needed):

land fitness to water fitness pre season opening) sup instruction

FACILITY REQUESTED (NOTE: Any parking fees are NOT included in the permit fee):

Riverhead and our 4 parking spaces to be tented with BIKES

Available Facilities:	Devereux beach - barbeque pavilion (2 grills in season)	Devereux beach - Garfield Pavilion (2 grills in season)	Gerry Playground (on Stramski Way) (2 grills in season)	Wedding ceremonies: Chandler Hovey, Crocker Park, or Castle Rock	Other
Residents security deposit:	<u>\$25.00</u>	Due at time of application		\$100.00 fee; Insurance required with ALL applications (see above); No security deposit required	Fees based on request (*see note); please describe on another page
Resident fee:	<u>\$25.00</u>	Due upon approval			
Non - residents security deposit:	<u>\$50.00</u>	Due at time of application			
Non - resident fee:	<u>\$50.00</u>	Due upon approval			
Catered event (Clambake, etc.)	<u>\$2 per person; minimum \$100.00 - \$50 Security Deposit</u>				

PAYMENT: Please submit 2 separate checks made out to "The Town of Marblehead" for the security deposit and fee. The security deposit check will be destroyed once the area is checked to ensure all trash was removed from the property.

APPROVAL: Applications must be made during regular business hours. Standard applications take 1 - 3 business days to approve. Only 1 standard permit for up to 3 hours of use allowed per day per applicant.

* Note: special requests determined by the Board at their next meeting, including fee amounts and any restrictions.

CANCELLATIONS / REFUNDS: requests must be in writing at least 5 business days before event (sorry, no "rain out" refunds).

RESTRICTIONS: Open fires (bonfires) and alcoholic beverages are prohibited on property under the jurisdiction of the Recreation & Parks Department (Code of the Town of Marblehead § 236-1.)

It is expressly understood and agreed that the policies of the Recreation & Parks Commission as described above are to be strictly complied with, and that the undersigned hereby assumes full responsibility for any damages to or loss of Town property in consequence of such use of the accommodations described above, and engages to make the same good without expense to the Town, and the undersigned further agrees to pay promptly such charges as may be made for the accommodations requested.

Request fee waiver(s) <u>due to hardship?</u> (waivers determined at next Board meeting)	YES / <u>(NO)</u>
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OFFICE USE:		
Park detail required? (see detail sheet)	Police detail needed? (631-1212)	Insurance required (wedding, large event)?
YES / NO	YES / NO	YES / NO
(\$125 per unit)	\$	\$
Detail fee	Usage fee	Other fee
Dates paid and check number(s)		

Lean B Goodman
Signature of applicant

Lean B Goodman
Name (Please print clearly)

27 Congress St. suite 205-12
Address

978-882-2109
Telephone

Approved by:

Bronson M. Egan
Superintendent, Recreation & Parks Department

Date approved

Town of Marblehead Recreation & Parks Department

Application for park permit

APPLICATION date: <i>May 13, 2013</i>		APPLICANT (name of person paying for permit): <i>William H Park</i>	
INSURANCE REQUIREMENT FOR ALL WEDDINGS & LARGE EVENTS: (PLEASE CONTACT YOUR INSURANCE PROVIDER OR RENTAL COMPANY FOR ASSISTANCE)			
* IMPORTANT: A copy of a 1 million occurrence / 3 million aggregate insurance certificate <u>naming the Town of Marblehead as an additional insured</u> is REQUIRED to be provided with the request <u>at the time of application</u> .			
EVENT Day & Date: <i>November 9, 2013</i>		TIME OF EVENT (begin & end up to 3 hours; INCLUDES set up & clean up): <i>8:30 - 11:30</i>	
EVENT DESCRIPTION & expected attendance (use another page if needed): <i>Fund raising run/walk from Devereux Beach around the Neck to Flat St</i>			
FACILITY REQUESTED (NOTE: Any parking fees are NOT included in the permit fee): <i>Devereux Parking lot</i> <i>to benefit Mass General Hospital Brain Research/Cancer Center</i>			
Available Facilities:	<u>Devereux beach - barbeque pavilion</u> (2 grills in season)	<u>Devereux beach - Garfield Pavilion</u> (2 grills in season)	<u>Gerry Playground (on Stramski Way)</u> (2 grills in season)
Residents security deposit:	\$25.00	Due at time of application	
Resident fee:	\$25.00	Due upon approval	
Non - residents security deposit:	\$50.00	Due at time of application	
Non - resident fee:	\$50.00	Due upon approval	
Catered event (Clambake, etc.)	\$2 per person; minimum \$100.00 - \$50 Security Deposit		
		Wedding ceremonies: Chandler Hovey, Crocker Park, or Castle Rock	
		\$100.00 fee; Insurance required with ALL applications (see above); No security deposit required	
		Fees based on request (*see note); please describe on another page	
PAYMENT: Please submit 2 separate checks made out to "The Town of Marblehead" for the security deposit and fee. The security deposit check will be destroyed once the area is checked to ensure all trash was removed from the property.			
APPROVAL: Applications must be made during regular business hours. Standard applications take 1 - 3 business days to approve. Only 1 standard permit for up to 3 hours of use allowed per day per applicant.			
* Note: special requests determined by the Board at their next meeting, including fee amounts and any restrictions.			
CANCELLATIONS / REFUNDS: requests must be in writing at least 5 business days before event (sorry, no "rain out" refunds).			
RESTRICTIONS: Open fires (bonfires) and alcoholic beverages are <u>prohibited</u> on property under the jurisdiction of the Recreation & Parks Department (Code of the Town of Marblehead § 236-1.)			
It is expressly understood and agreed that the policies of the Recreation & Parks Commission as described above are to be strictly complied with, and that the undersigned hereby assumes full responsibility for any damages to or loss of Town property in consequence of such use of the accommodations described above, and engages to make the same good without expense to the Town, and the undersigned further agrees to pay promptly such charges as may be made for the accommodations requested.			

Request fee waiver(s) <u>due to hardship</u> ? (waivers determined at next Board meeting)		YES / NO
OFFICE USE:		
Park detail required? (see detail sheet)	Police detail needed? (631-1212)	Insurance required (wedding, large event)?
YES / NO	YES / NO	YES / NO
(\$125 per unit)	\$	\$
Detail fee	Usage fee	Other fee
Dates paid and check number(s)		

William H Park

Signature of applicant

William H Park

Name (Please print clearly)

3 Ft Sewall Terr Marblehead

Address *Park William@comcast.net*

781 631 9539

Telephone

Approved by:

Superintendent, Recreation & Parks Department

Date approved

* Fee to be determined

Town of Marblehead Recreation & Parks Department

Application for park permit

APPLICATION date:		APPLICANT (name of person paying for permit): <div style="font-size: 1.2em; font-family: cursive;">MARBLEHEAD MUSTER COMMITTEE</div>			
INSURANCE REQUIREMENT FOR ALL WEDDINGS & LARGE EVENTS: (PLEASE CONTACT YOUR INSURANCE PROVIDER OR RENTAL COMPANY FOR ASSISTANCE)					
* IMPORTANT: A copy of a 1 million occurrence / 3 million aggregate insurance certificate <u>naming the Town of Marblehead as an additional insured</u> is REQUIRED to be provided with the request <u>at the time of application</u> .					
EVENT Day & Date: <div style="font-size: 1.2em; font-family: cursive;">AUGUST 24, 2013</div>		TIME OF EVENT (begin & end up to 3 hours; INCLUDES set up & clean up): <div style="font-size: 1.2em; font-family: cursive;">12 NOON - 4 PM</div>			
EVENT DESCRIPTION & expected attendance (use another page if needed): <div style="font-size: 1.2em; font-family: cursive;">FIREMAN'S HAND ENGINE MUSTER - 500 People expected</div>					
FACILITY REQUESTED (NOTE: Any parking fees are NOT included in the permit fee): <div style="font-size: 1.2em; font-family: cursive;">GREEN ST / REYNOLD'S PLAYGROUND</div>					
Available Facilities:	Devereux beach - barbeque pavilion (2 grills in season)	Devereux beach - Garfield Pavilion (2 grills in season)	Gerry Playground (on Stramski Way) (2 grills in season)	Wedding ceremonies: Chandler Hovey, Crocker Park, or Castle Rock	Other
Residents security deposit:	\$25.00	Due at time of application		<div style="text-align: center;"> \$100.00 fee; Insurance required with ALL applications (see above); No security deposit required </div> <div style="text-align: right; padding-top: 20px;"> Fees based on request (*see note); please describe on another page </div>	
Resident fee:	\$25.00	Due upon approval			
Non - residents security deposit:	\$50.00	Due at time of application			
Non - resident fee:	\$50.00	Due upon approval			
Catered event (Clambake, etc.)	\$2 per person; minimum \$100.00 - \$50 Security Deposit				
PAYMENT: Please submit 2 separate checks made out to "The Town of Marblehead" for the security deposit and fee. The security deposit check will be destroyed once the area is checked to ensure all trash was removed from the property.					
APPROVAL: Applications must be made during regular business hours. Standard applications take 1 - 3 business days to approve. Only 1 standard permit for up to 3 hours of use allowed per day per applicant.					
* Note: special requests determined by the Board at their next meeting, including fee amounts and any restrictions.					
CANCELLATIONS / REFUNDS: requests must be in writing at least 5 business days before event (sorry, no "rain out" refunds).					
RESTRICTIONS: Open fires (bonfires) and alcoholic beverages are <u>prohibited</u> on property under the jurisdiction of the Recreation & Parks Department (Code of the Town of Marblehead § 236-1.)					
It is expressly understood and agreed that the policies of the Recreation & Parks Commission as described above are to be strictly complied with, and that the undersigned hereby assumes full responsibility for any damages to or loss of Town property in consequence of such use of the accommodations described above, and engages to make the same good without expense to the Town, and the undersigned further agrees to pay promptly such charges as may be made for the accommodations requested.					

Request fee waiver(s) <u>due to hardship</u> ? (waivers determined at next Board meeting)		YES / NO
OFFICE USE:		
Park detail required? (see detail sheet)	Police detail needed? (631-1212)	Insurance required (wedding, large event)?
YES / NO	YES / NO	YES / NO
(\$125 per unit)	\$	\$
Detail fee	Usage fee	Other fee
Dates paid and check number(s)		

Earl L. Doliber

Signature of applicant

EARL L. DOLIBER

Name (Please print clearly)

Marblehead Muster Committee

210 BEACON ST - TOWN

Address

EARL cell 978-257-5778

Telephone

Approved by:

Superintendent, Recreation & Parks Department

Date approved

RECREATION & PARKS DEPARTMENT
REQUEST FOR MEMORIAL BENCH
FOR REGISTERED MARBLEHEAD RESIDENTS ONLY

Today's Date: April 24, 2013

Resident in memoriam: Arthur A. Noymer

Dates of residency: 1952 - 2013

1st Location desired: Chandler Hwy Park

Alternate location desired: Seaside Park - open to what is available

Inscription desired (see pricing information):

In Memory of

ARTHUR A. NOYMER

July 14, 1926 - January 13, 2013

Other information (use back if needed): Husband, Father, Grandfather

Arthur was a resident of M'heath 60 years & supported many town activities
4 children attended M'heath Schools; Barbara Noymer - a Guidance Counselor at MHS.
I understand and will comply with the Marblehead Recreation, Parks, & Forestry Memorial
bench policy attached.

Name: Barbara A. Noymer
(Please print)

Signature: Barbara A. Noymer

Address: 20 Ocean Ave. #3, Marblehead

Telephone: 781-631-9488

Fee: _____ Paid: _____

Application approved by: _____

Superintendent, Recreation & Parks

Date



**Town of Marblehead
Zoning Board of Appeals**

Mary Alley Municipal Building
7 Widger Road
Marblehead, MA 01945
Telephone: 781-631-1529
Fax: 781-631-2617

May 13, 2013

NOTICE OF DECISION

The Board of Appeals, after notice and public hearing on **March 26, 2013** on the application of the **School Committee of the Town of Marblehead**, **voted to approve the request for a Special Permit with conditions** to allow a modification to a previously issued Special Permit of June 21, 2000, specifically amending paragraph 9 of the conditions therein, by expanding the use of the lights at the athletic field at **2 Humphrey Street**.

The written Decision was filed with the Town Clerk on May 10, 2013.

A copy of the decision is available for inspection at the Town Engineering Department, 7 Widger Road, Marblehead, MA, 01945.

A twenty day appeal period begins the day after the decision is filed with the Town Clerk.

After the twenty day appeal period, the Applicant must record the decision at the Registry of Deeds and a receipt from the Registry of Deeds must be returned to the Marblehead Engineering Department showing proof of recording.

A decision of the Board of Appeals does not constitute the granting of a Building Permit. No Building Permit shall be issued prior to recording the decision at the Registry of Deeds.

Failure to act on a decision within one year renders the decision null and void.

ASSIGNMENT OF LEASE AGREEMENT

Agreement made this 14 day of May 2013, among Devereux Beach Corporation, a Massachusetts corporation having a principal office address at 141 Humphrey Street, Swampscott, MA 01907, (hereinafter called "DBC "), the Town of Marblehead, Massachusetts (hereinafter called "Town"), and Lime Rickey's, LLC, a Massachusetts limited liability company having a principal office address at 200 Rantoul Street, Beverly, Massachusetts 01915 (hereinafter called "LR").

WHEREAS, DBC is the lessee of property owned by the Town located at 105 Ocean Avenue, on or near Devereux Beach in Marblehead, Massachusetts (the "Property"), under that certain Lease For a Concession Stand and Portion of Land Located at Devereux Beach between DBC and the Town, dated December 1, 2006, as amended by a certain First Amendment to the Lease for a Concession Stand and Portion of Land Located at Devereux Beach, dated September, 2011 (the "Lease") a copy of which is attached hereto and incorporated herein by reference;

WHEREAS, DBC has operated and continues to operate a restaurant know as Lime Rickey's Beach Food (the "Restaurant") on the Property under the terms of the Lease;

WHEREAS, DBC has reached an understanding with respect to the sale by DBC and the purchase by LR of the assets, business and goodwill of DBC in the Restaurant, as an operating restaurant subject to the transfer to LR of all permits and licenses used in connection with the Restaurant including, but not limited to, the Common Victualer License and the assignment of the Lease from the Town and DBC to LR;

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Subject to the transfer by DBC of all permits and licenses used in connection with the Restaurant including, but not limited to, the Common Victualer License, the Town and DBC hereby assign to LR, all of the rights, duties and responsibilities in the Lease effective on the day, year and time that LR purchases the Restaurant from DBC, but in no event shall such date and time be later than June 1, 2013, at 5 PM (the "Effective Date").

2. DBC shall be fully responsible for all terms and conditions of the Lease up until the Effective Date.

3. LR hereby accepts the assignment and covenants and agrees with DBC and the Town that it will:

a) Pay or cause to be paid, to the Town, or to any other person which may be entitled thereto from time to time, all the rents reserved in and under the Lease for the period commencing with the Effective Date to the end of the term;

b) Keep, observe and perform all of the terms, covenants, provisions and conditions contained in the Lease on the part of LR thereunder, and its successors and assigns to be kept, observed and performed subsequent to the Effective Date; and

c) Indemnify and hold harmless DBC from and against all claims, demands, charges and expenses (including attorneys' fees) incurred by DBC due to LR's default under the Lease.

4. DBC hereby warrants, represents and certifies to LR that:

a) That the attached copy of the Lease is a full, complete and accurate copy thereof, that there are no amendments, modifications or extensions to or of the Lease, except as the same are set forth on the attached copy and that the Lease is in full force and effect;

b) Neither the Town nor DBC is in default in the performance or observance of any of the terms, conditions or covenants contained in the Lease and no event has occurred, and no facts exist, which with the passage of time or the giving of notice, or both, would constitute, and result in such a default by the Town or DBC;

c) DBC has fully and completely complied with all of the terms, covenants and conditions with respect to this Assignment; and

d) Neither DBC nor the Town is a party to any legal proceeding with respect to the Lease and neither has been notified that any such legal proceeding is threatened or contemplated by any other person.

5. Upon the Assignment of the Lease to LR on the Effective Date, DBC shall be relieved of all responsibilities it has to the Town under the terms of the Lease.

6. As supplemented by this Assignment of Lease Agreement, the Lease is hereby ratified and confirmed in all respects.


[SIGNATURE PAGE TO FOLLOW]

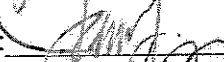
IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the day and year first above written, under seal.


Devereux Beach Corporation,
Lessee-Assignor ("DBC")

By: 
PAUL PETERSIEL, President and Treasurer

Town of Marblehead,
Lessor ("Town")

By: 

By: 

By: 

By: 

By: 

By: _____

By: _____

Lime Rickey's, LLC,
Lessee-Assignee ("LR")

By: 
Anthony Marino, Manager and Member