



TOWN OF MARBLEHEAD

Recreation & Parks Department



Recreation and Parks Meeting Minutes

02-07-12

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:** Chairman Chip Osborne called the 02/07/12 meeting to order at 6:38 PM.
- 2) **Attendance:**
 - a) **Present (constituting a quorum):** Linda, Jerry, and Derek (7:00 PM)
 - b) **Absent:** Sam, Linda (8:03 PM).
- 3) **Minutes:** **Motion** made and seconded to approve minutes of the 01/17/12 meeting; all in favor.
- 4) **Reports:** Tabled.
- 5) **Appearances:**
 - a) **Marblehead Varsity Baseball:** Tom Roundy, Jason Tarasuik, Doug Coopman, and Mike Rockett appeared to discuss:
 - i) Refinishing the home team benches and dedicating them through donations. After discussion, **Motion** made and seconded to refurbish the home team benches with department labor and materials; then dedicate them with plaques honoring Esso Haines and George McDonald through donations from donors; all in favor.
 - ii) Idea to raise money through the newly formed "Dugout Club" to build a batting cage and bullpen structure behind the Seaside grandstands where the old hockey rink presides. Discussion of design/layout, materials, funding, vandalism, security, and ongoing maintenance. After discussion: Board in favor of the idea, requested the group bring back a written plan/design to the next meeting. Group also discussed permission to put a storage trailer on site during the baseball season and the possibility of re-creating the original scoreboard on the grandstands; board agreed to consider these ideas as part of the plan.
 - b) **Marblehead Youth Soccer:** Dean Oliver and Kevin Cullen appeared seeking the Board's endorsement to put temporary lights (see attached) at the Village Middle School middle field at Marblehead Soccer's expense during the fall 2012 Soccer season to allow more field usage. Generally they plan to light the field no later than 9:00 PM 3-4 times a week. Official approval would come from the School Department as it is their property. Discussion of storage, vandalism, safety, and upcoming plans to rebuild fields. After discussion: **Motion** made and seconded to endorse the proposal in writing; all in favor. Brendan will draft a letter.
- 6) **Old Business:**
 - a) **Memorial Park:**
 - i) Fence bid opening result (attached). **Motion** made and seconded to accept the bid from Cassidy Brothers Forge Inc. for \$29,954.00 and allow the Chairman to sign the contract on behalf of the Board; all in favor.
 - ii) Discussion: remaining funds for other phases of the project; change of design from brick to granite fence pillars as board is in favor of granite; scheduling of work; spring plantings; repairs to interior walkways. After discussion: **Motion** made and seconded to investigate costs for granite instead of brick pillars; all in favor. Brendan will get estimates by next meeting.
 - b) **Fountain Park shed agreement (attached):** **Motion** made and seconded to adopt the agreement as written by Town Counsel to be approved on an annual basis at each newly elected board's first meeting; all in favor.
 - c) **Stramski building:** Chip and Brendan walked the property with architect Walter Jacob. Walter recommended the first thing to be addressed should be the roof. Walter is still putting together concept designs at this time. Discussion of the pier work progress; no actions.

MARBLEHEAD COMMUNITY CENTER

www.marblehead.org

10 HUMPHREY STREET

MARBLEHEAD, MASSACHUSETTS 01945-1906

TELEPHONE: (781) 631-3350

FAX: (781) 639-3420

7) **New Business:**

- a) Cancer walk fund raiser: Sam's proposal tabled until Sam is in attendance.
- b) Correspondence (See attached):
 - i) Letters announcing intent to retire from Recreation Supervisor Mike Lane read into the minutes. After discussion, **Motion** made and seconded to accept Mike's retirement with the last working day being a half day on 02/27/12; his actual date of retirement as April 02, 2012 to address his 25 accrued vacation days; and all current medical insurance to end April 30, 2012.
 - ii) Application for permit: National MS Society. **Motion** made and seconded to approve and waive fee; all in favor.
- c) New Recreation Supervisor Hiring Timeline (attached): Brendan presented an outlined plan for procedures to hire a new Recreation Supervisor. After discussion, **Motion** made and seconded to adopt Brendan's timeline with any adjustments Brendan needs to make to specific dates and times as needed; all in favor. Brendan will go over the current job description (attached) to update as needed before advertising.

8) **Timekeeping:** Meeting adjourned at 8:29 PM.

9) **Next meeting:** Scheduled for Tuesday February 28, 2012 at 7:0) PM in the Marblehead Community Center.

Attachments: Meeting notice & agenda (1); Temporary lighting specifics (1); Bid Opening Result (1); Shed lease agreement (1); correspondence (3); Hiring timeline (1); Current Recreation Supervisor job description (1).



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: 10 Humphrey Street, Marblehead, MA Room: Conference Room

<u>Tuesday</u>	<u>February</u>	<u>7</u>	<u>2012</u>	<u>6:30 PM</u>
Day of week	Month	Date	Year	Time

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

1. Approval of minutes from previous meeting – January 17, 2012
2. Memorial Park fence bids
3. Fountain Park shed agreement
3. Appearances: 7:00 p.m. Mike Rockett - Baseball
7:30 p.m. Dean Oliver - Youth Soccer
4. Old Business
5. New Business: Cancer Walk Fundraiser

Next Meeting: TBD

THIS AGENDA IS SUBJECT TO CHANGE

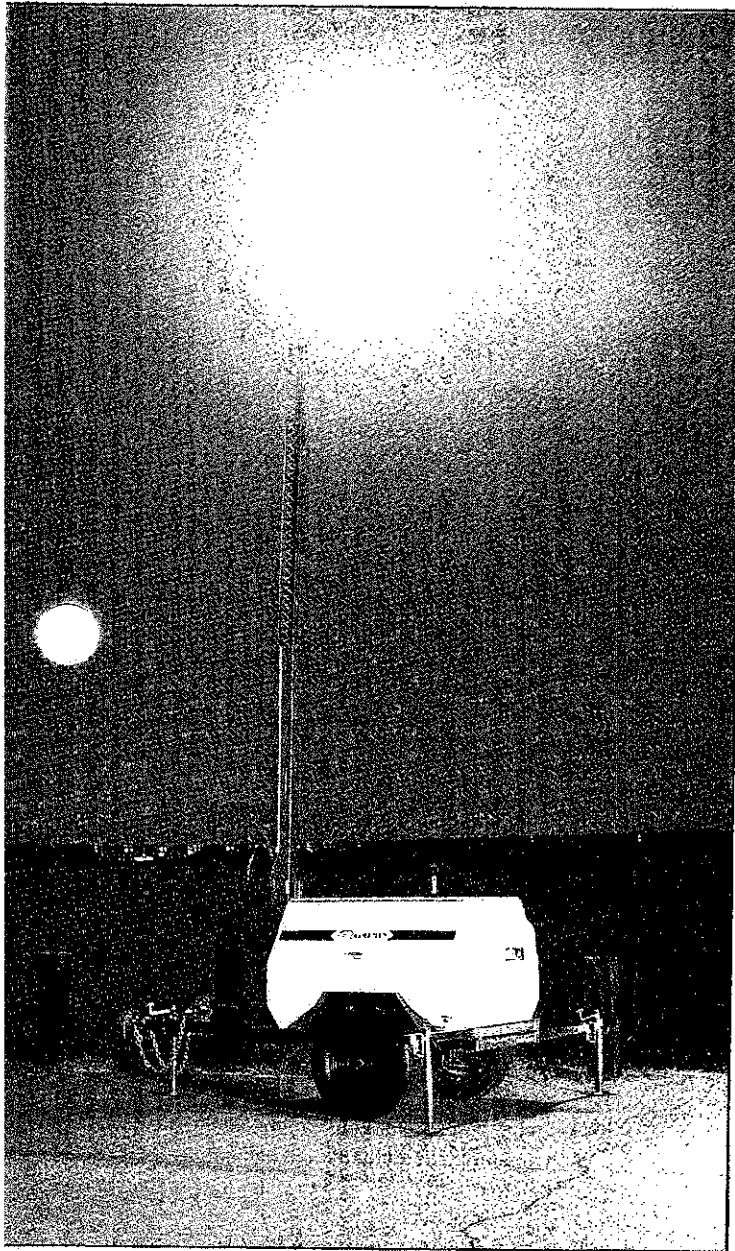
Chairperson Chip Osborne

Posted by: Brendan Egan

Date: 2/2/12



QUIET-LIGHT SERIES LIGHT TOWER



- 60 dBA sound level.
- Durable, fade resistant polyester powder coat paint finish.
- 35 Years experience, backed by a hassle free warranty.
- 24 Hours parts and service.
- Compact design allows more units per truck load.
- Four section boom with durable inner guides.
- 12 Gauge housing with door actuators.
- High temperature/low oil pressure shut downs.
- 30 foot, 360 degree rotating tower.
- Tower is able to withstand 65 MPH wind forces.
- 3 Cycle diesel engine set at 1800 RPM.
- 6kW brushless generator.
- 2/3 Load to house power match for a long trouble free life.
- 4,000 Watt, metal halide, flicker free lights. (Other light sources available.)
- Center point lifting bracket.
- Self braking winches.
- More than 30 hours of run time per tank of fuel.
- 15 inch radial tires.

NEW ENGLAND'S LARGEST GENERATOR RENTAL INVENTORY
TOOLS • EQUIPMENT

RENT-A-TOOL

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LOCATION

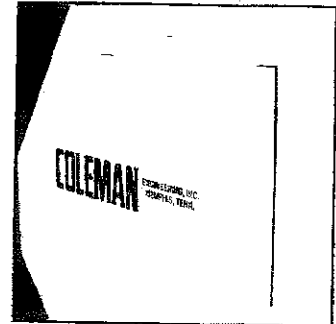
777 NO. SHORE RD.
REVERE, MASS.

6 1 7
289-3800

NOTE: The doors employ dual gas springs designed for the harshest climates. The springs are designed to hold open the doors, without the typical snapping motion encountered with other spring loaded devices.



NOTICE: The Sound Attenuating Foam. This foam was selected to meet the specified mechanical frequencies and metal gauges.



The Rear External Baffle protects and deflects unwanted noises.

Coleman Engineering QL-Series Portable Light Towers

Specifications:

Model	MH 4000 QLKH	MH 4000 QLLH	MH 4000 QLIH
Lighting System. Type	Metal Halide	Metal Halide	Metal Halide
Wattage	4000 Watts	4000 Watts	4000 Watts
Initial Lumens	440,000 Lumens	440,000 Lumens	440,000 Lumens
Light Coverage, Acres	5-7 Acres	5-7 Acres	5-7 Acres
Tower Height	30 Feet	30 Feet	30 Feet
Engine Type	Kubota	Lombardini	Isuzu
Engine Model	D850 or D905	LDW-903-FOCS	BLB1
Cooling System	Remote Radiator with Electric Fan	Remote Radiator with Electric Fan	Remote Radiator with Electric Fan
Generator Type	4 Pole, Brushless and Self Regulated		
Generator Manufacturer	Newage	Newage	Newage
Continuous Rating	6,000 Watts	6,000 Watts	6,000 Watts
Fuel Tank Capacity	15 Gallons	15 Gallons	15 Gallons
Fuel Consumption @ Full Load	.475 gal/hour	.475 gal/hour	.475 gal/hour
Unit dBA at 23 Feet	60 dBA	60 dBA	60 dBA
Dimensions inches-Length	158 Inches	158 Inches	158 Inches
Travel Mode Inches-Width	61 Inches	61 Inches	61 Inches
Height Inches	67 Inches	67 Inches	67 Inches
Weight in Pounds	1800 Pounds	1800 Pounds	1800 Pounds

The Quiet Light is designed to accept any one of four available engines. Ask your Sales Representative about these and other options.

Distributed By:



Bid Opening Result

Ornamental Fence at Memorial Park

February 6, 2012, after 10 a.m.

Cassidy Brothers Forge Inc.

\$29,954.00

Rebecca Curran
Chief Procurement Officer

Brendan Egan
Witness

LEASE AGREEMENT

This Agreement (the "Agreement") is entered this _____ day of _____, 2012 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 _____ 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 _____, 2012 and terminate _____, 201_, 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

EXHIBIT A

91 Freedom Hollow, Salem, MA. 01970

mcwalt2001@ yahoo.com

1/20/12

Dear Brendan

After much thought and consideration I have decided to retire from my position as Recreation Director for the Town of Marblehead effective Friday, February 17, 2012.

I have enjoyed working for the Town of Marblehead for over 34 years and have put my heart and soul into the many different positions I have held during my employment with the Town. I have devoted my life to this position and retire knowing that the lives of the families I have touched have been enhanced in a positive way.

Thank you for the opportunity to work with you.

Sincerely,

Mike Lane

91 Freedom Hollow, Salem, MA. 01970

mcwalt2001@ yahoo.com

2/6/12

Dear Chip,

It was brought to my attention that the Town of Marblehead would be paying me for my earned vacation leave still on the books. This morning I met with Barbara Kiernan in payroll and Matt Barrett in retirement to discuss this issue and the procedures to follow. As a result of this discussion the calculation of my last day physically being on the job will be Monday, February 27, 2012 (1/2 day). After this date the Town of Marblehead will begin paying me my earned vacation time weekly up until Monday, April 2, 2012 which will officially be my last day of employment with the Town of Marblehead. My last check from the Town of Marblehead in this capacity will be issued Thursday, April 12, 2012.

I am letting you know this for the Commission's planning purposes to facilitate getting a new person on board

It has been a pleasure working with you and I will endeavor to continue to have as much ready for the upcoming season that I possibly can. I will be meeting regularly with the Superintendent as well to keep him informed.

Sincerely,

Mike Lane

Town of Marblehead Recreation & Parks Department

Application for park permit

APPLICATION date: 1/3/12	APPLICANT (name of person paying for permit): National MS Society / Danielle Kempe
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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: Saturday, April 28, 2012	TIME OF EVENT (begin & end up to 3 hours; INCLUDES set up & clean up):
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EVENT DESCRIPTION & expected attendance (use another page if needed):

Walk MS Marblehead, 400 People

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

Devereux Beach parking lot to use as a rest stop

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 <u>hardship</u> ? (waivers determined at next Board meeting)			<input checked="" type="radio"/> YES <input type="radio"/> 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)	\$	Other fee	
Detail fee	Usage fee		
Dates paid and check number(s)			

Danielle Kempe
Signature of applicant

Danielle Kempe
Name (Please print clearly)

101A First Ave, Ste 6.
Waltham, MA 02451
Address

781-693-5102
Telephone

Approved by:

Superintendent, Recreation & Parks Department

Date approved

Waived by board 2/7/12

Recreation Supervisor Hiring Timeline / Procedures

I would like to recommend the following timeline for hiring the Recreation Supervisor

- **Wednesday, February 8 - Friday, February 17, 2012** - Advertise the position on the Massachusetts Recreation & Parks Association website and through town departments. All interested applicants would need to submit a letter of interest and resume before 5:00 p.m. on Friday, February 17, 2012.
- **February 19 - 23, 2012** - Begin interviewing candidates
- **March 6, 2012** - Submit a list of 3 - 5 qualified candidates to the Recreation & Park Commission for final interviews.
- **March 13, 2012** - Final interviews for Recreation Supervisor position
- **Start date:** On or after April 9, 2012

TOWN OF MARBLEHEAD POSITION DESCRIPTION

TITLE: Recreation Supervisor

DEPARTMENT: Recreation and Parks Department

DATE: May 2000

SUMMARY: Under policies established by the Recreation and Parks Commission, responsible for the supervision of recreation programs for the Department. Responsible for all aspects and management of the Recreation Revolving Fund. Under general direction of the Superintendent and operating with established budget, plans, organizes, schedules, and supervises athletic, hobby, and other leisure time activities and special events; coordinates use of available town facilities within the Recreation and Parks Department, School Department, and other Town Departments needed to implement programs. Schedules and supervises the staffing and use of the Community Center.

DUTIES AND RESPONSIBILITIES:

1. Develops and coordinates regular and seasonal availability schedules for school and town department facilities; integrates availability with plans for established programs; schedules use of facilities with those interested in using them.
2. Develops and maintains constituencies interested in new and existing programs; responsive to wide-ranging interests from classes in arts and crafts, team sports, special events at all age levels from pre-school through adults.
3. Develops new programs and coordinates with interested constituencies, without conflicting with private organizations, like the Jewish Community Center, YMCA, and other fitness centers.
4. Recommends the hiring and supervises part time and seasonal employees to teach or supervise revolving fund programs; assesses performance and recommends program changes to the Commission.
5. Reviews the collection and deposit of authorized fees from program participants.
6. Reviews and signs employee time slips prior to processing by department clerical personnel.
7. Develops and implements brochures and other public relations informational needs of the Commission.
8. Attends any meetings of the Commission or other boards and groups as may be necessary for recreation programming.

TOWN OF MARBLEHEAD POSITION DESCRIPTION

9. Research, develop, and maintain fund raising activities and sponsorship for department programs and team sports.
10. Work Varying hours and days, seasonally depending on the supervisory management requirements of the Town.
11. Perform other duties of a similar nature and complexity as directed.

PREFERRED BACKGROUND:

- Equal to college preparation at the undergraduate level, preferably with a Bachelor of Science in Leisure Management, Recreation Administrator, or a closely related field.
- Three to five years experience and professional certification additionally desirable.