

The Towns of Mashpee and Barnstable  
Land Management Agreement  
for  
Santuit Pond Preserve

Date: October 26, 2018

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## **I. History of Santuit Pond Preserve**

Comprised of over 280 acres of forest and wetlands alongside the 172 acre Santuit Pond, the Santuit Pond Preserve incorporates property from the towns of Barnstable and Mashpee Massachusetts. MA Division of Fisheries purchased a conservation restriction on the parcel after it was not developed commercially and cranberry production halted. The land provides protected habitat for fish and wildlife conservation and passive public recreation on over three miles of walking trails. Habitats include pine-oak forest, beech-holly forest, maple swamps, wet meadows and vernal pools. Rare animals include the Eastern box turtle, spotted turtle, spotted salamander and worm-eating warbler. Santuit Pond is the headwaters of the Santuit River flowing to Popponessett Bay. River herring, alewives, brook trout and American eel run up the stream to the pond via the fish ladder completed with federal funding through the Cape Cod Water Resources Grant Program in 2013. Most of the wetlands served as cranberry bogs into the 1990s when they were abandoned. The sand pits, access roads, dikes, and flumes are all remnants of that commercial use. The property is maintained by both towns as well as volunteer stewards. Since its purchase in 2002 significant work has been done to the property, which this management plan seeks to continue. This work has included removal of potentially hazardous structures, clearing and widening trails, work on clearing and maintaining the Santuit River, construction of a footbridge and installation of trail markers and stairs at several sites.

### *History of Land Acquisition:*

In 2002, the land comprising the Santuit Pond Preserve was jointly acquired by the towns of Mashpee and Barnstable, with a significant role in funding and direction provided by the Commonwealth of Massachusetts, preventing its development as a golf course as was previously planned. The cost of the parcels comprising Santuit Pond Preserve to the towns was \$9.15 million, of which \$3 million was contributed by the state. The parcels also featured several cranberry bogs, all of which have been closed commercially and are in different states of succession. Portions of the infrastructure for the bogs has been removed while some of it still remains at the site.

### *Fish Weir and Dam Reconstruction:*

In February 2008 the Massachusetts Office of Dam Safety issued a certificate of Non-Compliance and Dam Safety Order over the currently existing dam and fish ladder on the property, finding it to be in poor condition and a potential hazardous structure. A plan was drawn to replace the old fish passageway with a concrete pool and weir structure to improve both the safety of the structure as well as aid in rehabilitating the native diadromous fish populations. In 2010 construction began on replacing the dam and fish weir. The project cost \$500,000, and

Barnstable and Mashpee shared the expense jointly, with a portion of the funding coming from a \$5 million economic stimulus package. This project was funded through the Cape Cod Water Resource Restoration Project and the new fish ladder and dam were completed in 2013.

*Changes to Open Space Funding:*

Since the Santuit Preserve/Cape Club land was acquired, the Open Space land program, which was in place in 2002, has evolved into other programs that continue to achieve land preservation and protection, but operate differently. State and local laws and regulations have continued to shape the land preservation and management efforts in order to preserve open space

*Trails and Paths:*

Since the acquisition of the property in 2002, a system of trails and pathways have been maintained and enhanced in both Mashpee and Barnstable. Trail maps will be developed between the Town Towns on a regular basis and will be available to the public. The Committee assigned to oversee this property will evaluate the expansion of any trails as required.

*Loss of Cranberry Bogs:*

The Towns issued a Request for Proposals for the lease of certain identified cranberry bogs to farmers for organic farming. The timing of this issuance was to make sure that the bogs could be put back into production. However, the timing of the RFP on the heels of a down turn in the cranberry crop made the growing of organic cranberries an economic challenge. Coupled with the difficult certification process for having crops become certified as organic, the prospect to many farmers was two to five years of poor returns before they could financially make these bogs turn a profit. This led to the failure to secure a farmer for the bogs. Since that time, the bogs have been left to grow naturally and early successional growth has started to take hold. Some invasive species such as phragmites and gray willow have also been established and will need to be managed.

*Vandalism:*

The existing buildings that are on the property continue to be the target of vandalism. There are structures associated with the farming of the property still remain. While some of this vandalism is visually undesired, it is mostly harmless. Painting graffiti on the sides of buildings and signs is a nuisance that can be addressed relatively easily. However, other forms of vandalism including breaking into the buildings, setting them on fire, stealing or removing signs, and damaging other improvements can cause more difficult issues. Eventually, the structures require removal which is an expense to the Towns. Some of the structures have been removed already

due to these issues, but several still remain as potential targets for vandalism and are being addressed.

#### *Illegal Dumping:*

As with many open properties, a continuous challenge is illegal dumping. Through signage, surveillance and citizen's efforts, this issue has become manageable and has improved. There are yellow gates and boulders throughout the perimeter of the Preserve to manage and prevent access. While debris can be managed with staff and equipment, the greater concern is the potential for hazardous materials to be dumped that cause an expensive cleanup or result in the contamination of the Santuit Pond Preserve. The towns may wish to consider installation of surveillance cameras to manage illegal dumping at parking areas.

#### *ATV and Motor Bike Issues:*

From the inception of the management effort after the land was purchased, the issue of All Terrain Vehicle (ATV) use, motorized dirt bikes and other Off Road Vehicles (ORV) on the property has been a particularly difficult challenge to manage. Despite coordinated efforts between the Towns of Mashpee and Barnstable the riders are keenly aware of and use the town lines as a means to escape between the Towns to avoid being caught. The issues associated with this type of use continue to challenge expectations for the management of the property. The dirt bikes and ATVs have added to the effects of drainage and run off on hills where their wheels have dug deep ruts into certain areas. These ruts become areas where concentrated run off will further carve away hills and slopes. In some areas riders have cut new paths around traditional deterrents. New paths around yellow gates and through wooded sections of the perimeter allow for unfettered access into the preserve. Efforts to block these new paths typically result in the additional loss of vegetation as riders tend to clear new paths around any form of blockade. An increase in responsible user presence could be an effective deterrent to ATV/ORV usage in the future.

#### *Budget for Addressing Erosion, Enhancements, Trail Maintenance, etc.:*

The priorities for managing this property are a challenge for all three ownership entities; Mashpee, Barnstable and the State of Massachusetts. As the public pushes for more open space preservation and conservation of these lands from development, the costs to actively manage these accumulating properties is often overlooked. Once the Towns or State own the land, regular maintenance, management, cleanup, proactive clearing, forestry and simple monitoring becomes more and more expensive. Available resources are naturally stretched and there is active competition for grants. With the acceptance of a land management plan and a prioritized maintenance schedule, all parties will know their duties and be able to develop funding and volunteer efforts to maintain the Preserve.

## **II. Management Agreement for Santuit Pond Preserve**

This agreement is entered into by and between the Towns of Barnstable and Mashpee and the Commonwealth of Massachusetts Division of Fisheries and Wildlife in order to provide for the administration of the property further described in Appendices A, B, C, and D. In consideration of the mutual covenants provided herein and other valuable consideration, the parties agree as follows:

### **I. Purpose of the Management Agreement:**

The purpose of the plan is to provide a framework for the administration of the Santuit Pond Preserve.

- A) This document will be kept by the Town of Barnstable and the Town of Mashpee and the appropriate governmental segment of the Commonwealth of Massachusetts as assigned as a permanent record of the agreement on the management of the Santuit Pond Preserve.
- B) All amended versions of this document will be sent to the Board of Selectman of Mashpee, the Town Manager of Barnstable, the Town Clerks of both Towns and the Massachusetts Division of Fisheries & Wildlife.

### **II. Property Use Requirements:**

The property must be kept consistent with the purposes for which it is held as set forth in the Appendices, rules and regulations promulgated, unless otherwise lawfully amended.

- A) The property must be open to entry and use in accordance with the rules and regulations in furtherance of its purposes.
- B) Discrimination on the basis of residence, race, color, national origin, religion, disability or sex is prohibited. When there is no fee charged for residents, fees may not be charged for nonresidents. The prohibition against fees or other access limiting systems may be waived by the secretary or his/her designee where the applicant can justify said system or demonstrate an inability to adequately manage or maintain the property.
- C) Requirements as defined in Appendix B (Department of Fisheries and Wildlife Conservation Restrictions).

### **III. The Land Management Committee**

A) A five (5) person Land Management Committee comprised of the following members will recommend policies, guidance and oversight for the management of Santuit Pond Preserve, subject to the provisions and reservations of Sections II and III.

- One Barnstable resident appointed by the Barnstable Town Manager
- One current Barnstable employee appointed by the Barnstable Town Manager
- One Mashpee resident appointed by the Mashpee Town Manager
- One current Mashpee employee appointed by the Mashpee Town Manager
- One appointee from the Massachusetts Division of Fish and Wildlife

In the event of a vacancy, the respective appointing authority shall select a new member within 90 days of the vacancy. In the event that an appointed town employee is no longer employed with the town, they shall no longer serve on the committee.

B) Committee Member Terms:

- a. Massachusetts Division of Fisheries & Wildlife As appointed by the Commonwealth of Massachusetts. Term effective July 1<sup>st</sup>.
- b. Mashpee Town Manager's appointed citizen, for a period of two (2) years. Term effective July 1<sup>st</sup>.
- c. The employee of the Town of Mashpee shall serve at the pleasure of the Mashpee Town Manager.
- d. Barnstable Town Manager's appointed citizen, for an initial period of three (3) years. Term effective July 1<sup>st</sup>.
- e. The employee of the Town of Barnstable shall serve at the pleasure of the Barnstable Town Manager.

In appointing the citizen members of this committee on a staggered basis, the goal is to have them come up for reappointment on alternate years. In this way the committee avoids having two new citizen members starting at the same time.

C) Responsibilities of the Land Management Committee shall include but not be limited to:

1. Enforcing the provisions of allowed and prohibited land uses.
2. Approving construction and maintenance of trails, signage, parking, forest management, fire prevention and control.
3. Preparing an annual State of the Land Report for inclusion in the Annual Town Reports.
4. Approving use of site for educational and recreational events.
5. Seeking and administering Grants through one or both Municipalities.

6. Creating and updating site description and wildlife inventory as applicable.
- D) Recommendations by the Land Management Committee to the Mashpee Board of Selectmen and Barnstable Town Manager shall include but not be limited to:
1. Setting land use policies consistent with all provisions of this document including the Appendices.
  2. Hiring or engaging of contractors or volunteers to implement all of the above management practices.
  3. Preparing annual budget requests and accounting for all expenses.
- E) The Land Management Committee shall maintain a log of repair and trail work, warning signs put up, and citizen reports responded to, etc. Copies of these logs will be submitted to the Mashpee Town Manager and Barnstable Town Manager.
- F) The Land Management Committee will meet at least once annually to review the Land Management Plan and consider policy issues that may arise. The Land Management Committee shall be considered a public body and shall comply with all Open Meeting Laws and Conflict of Interest Laws. All meetings shall be posted and open to the public. The public will have a chance to speak and minutes will be taken. Copies of all minutes will be held by the respective Town Clerks.
- G) One or more members will be required to walk the land a minimum of four (4) times a year and document said activity and submit it to the Land Management Committee. It is suggested that annually all members of the Land Management Committee perform a site visit and do a joint assessment of the Santuit Pond Preserve.
- H) The Land Management Committee may recommend amendments to this plan for approval and adoption by both the Mashpee Board of Selectmen and the Barnstable Town Manager.

#### **IV. Land Management**

All Land Management activities will conform to all provisions of this Agreement, the Appendices, and the rules and regulations promulgated pursuant to this Agreement.

- A. The following acts and uses are prohibited on the premises:
1. Drinking alcoholic beverages.
  2. Construction or placing of any new (other than replacement) building, tennis court, landing strip, mobile home, swimming pool, fences, asphalt or concrete pavement other than for permitted parking, sign, bill board or other advertising display, antenna, utility pole, conduit, line or other temporary or



permanent structure or facility on, below, or above the premises, except as required for water supply and treatment purposes.

3. Mining, excavating, dredging or removing from the premises soil, loam, peat, gravel, sand (except pursuant to any sand removal rights of record at the time of acquisition), rock or mineral resource or natural deposit.
4. Placing, filling, storing or dumping on the premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks.
5. Cutting, removing or otherwise destroying trees, grasses or other vegetation inconsistent with the provisions set forth in the appendices.
6. Building of campfires is prohibited. Control burns for noxious vegetation removal is permissible with proper permitting and approval.
7. Any other use of the premises or activity, which would materially impair conservation interests unless necessary for the protection of the conservation interests.
8. Any motorized vehicles except as permitted below.

B. Exceptions to otherwise Prohibited Acts and Uses:

- 1) Unpaved trail maintenance to preserve the present conditions of the premises.
- 2) Erection of signs by the Land Management Committee to educate the public about the conservation values protected and any limitation relating to public access.
- 3) Use of motorized vehicles and equipment for maintenance or protection as approved by the Land Management Committee, or acquired under previously recorded easements.

C. Allowable uses:

1. All people are welcome to enjoy themselves without charge in this preserve of the Towns from ½ hour before sunrise until ½ hour after sunset.
2. Passive recreation and low impact uses are allowed, including, but not limited to activities such as hiking, cross country skiing, picnicking, mountain biking and environmental education programs by schools and non-profit organizations subject to further regulation by the Land Management Committee.
3. Fishing and hunting will be allowed subject to all applicable State and Mashpee/Barnstable Town regulations as amended and current.
4. All uses as described in the Appendices.

D. Courses of Action:

To aid in the development of the Santuit Pond Preserve, courses of action over two, five and ten years shall be created as a framework for work to be done on the property in the short and long term. The 2/5/10 year plans and goals will be

established by the Land Management Committee with input from the Towns and the appropriate office of the Commonwealth of Massachusetts.

Appendix D shall be revisited each year by the Land Management Committee, and shall be updated as needed and as circumstances require. The timing of any significant work can therefore be predicted to coincide with the budgetary cycles of both Towns to allow for consideration of adequate funding for this property.

**V. Management Costs**

- A) Sources of funding may be obtained as deemed necessary by the Land Management Committee with the approval of both the Barnstable Town Manager and Mashpee Town Manager.
- B) All major land management costs will be divided equally between the Town of Barnstable and the Town of Mashpee.
- C) The Land Management Committee shall prepare, with the assistance of the Towns' Accountants, an annual statement of expenditures which shall be submitted to both the Mashpee Town Manager and the Barnstable Town Manager.
- D) The Town of Mashpee will administer all financial functions and pay all bills on a current basis. The Town of Barnstable shall reimburse Mashpee for one half the management costs. Funding sources other than appropriated town funds will be shared equally by the two towns annually.

In witness Whereof, the authorized representatives of the parties have set forth their hands and seals on the dates written below.

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Town Manager, Barnstable

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Appendices attached:

Appendix A - Orders of Taking

Appendix B - Commonwealth of Massachusetts Department of Fisheries,  
Wildlife, and Environmental law Enforcement -- Consensual  
order of Taking of Conservation Restriction

Appendix C - Site Description/Maps

Appendix D - 2/5/10 improvement framework

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A list of the acquisition documents and significant project documents will be appended to this management plan in a list format and stored at both the Town of Barnstable and the Town of Mashpee. It will be updated periodically or as needed and will be provided to the three parties that make up this agreement.