

SUDBURY BOARD OF SELECTMEN  
TUESDAY SEPTEMBER 10, 2019  
6:30 PM, TOWN HALL - LOWER LEVEL

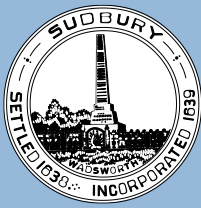
Item #	Time	Action	Item
	6:30 PM		CALL TO ORDER
			Opening remarks by Chairman
			Reports from Town Manager
			Reports from Selectmen
			Citizen's comments on items not on agenda
<b>MISCELLANEOUS</b>			
1.			Update on EEE incident
2.		<i>VOTE / SIGN</i>	Vote whether to grant a 1-day Wine & Malt license to Sudbury Historical Society, to accommodate a Progressive Barn Dinner fundraiser on Saturday, September 14, 2019 from 5:30 PM to 10:00 PM at 269 Concord Road, 272 Concord Road and 277 Concord Road in Sudbury, subject to the use of a TIPS-trained bartender and a receipt of a Certificate of Liability. (Rebecca Weeks of Sudbury Historical Society to attend.)
3.		<i>VOTE</i>	Discussion and vote on Sewataro agreement
<b>TIMED ITEMS</b>			
4.	7:15 PM		Interview Town Manager Search Firms: Municipal Resources, Inc., Community Paradigm Associates, UMass Collins Center. (30 minutes allocated for each firm) Also further discussion regarding composite interview ratings.
<b>MISCELLANEOUS (CONT.)</b>			
5.		<i>VOTE</i>	Discussion and vote whether to delegate the Town's Right of First Refusal (ROFR) to the Sudbury Housing Authority (SHA) regarding property located at 6 Old County Road.
6.			Discussion and update on Master Plan by Horsley Witten Group.
7.			Discussion on Fairbank Community Center building project.

*These agenda items are those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.*

<b>Item #</b>	<b>Time</b>	<b>Action</b>	<b>Item</b>
8.			Citizen's comments (cont.)
9.			Discuss upcoming agenda items
<b>CONSENT CALENDAR</b>			
10.		<i>VOTE</i>	Pursuant to the Agreement for Purchase of Lands between the Town and the U.S.A. Secretary of the Interior, Division of Realty, Fish and Wildlife Service executed pursuant to the vote of the Board of Selectmen on September 25, 2018, vote to execute the deeds to Parcel G12-0013 and Parcel G12-0015 located off Water Row for the total sale price of \$42,750.
11.		<i>VOTE</i>	Vote to approve the regular session minutes of 7/9/19, 7/23/19 and 7/24/19.
12.		<i>VOTE</i>	Vote to approve a special permit to Harold Cutler for the Colonial Fair and Muster of Fifes and Drums to be held on the Wayside Inn grounds from 10:00 a.m. to 5:00 p.m. on Saturday, September 28, 2019, subject to conditions and permits required by the Fire and Police Departments and the Board of Health.
13.		<i>VOTE / SIGN</i>	As the Licensing Authority for the Town of Sudbury, vote to approve a new Common Victualler License for New England Authentic Eats LLC, DBA Papa Gino's, 104 Boston Post Road, as requested in an application dated August 15, 2019, subject to conditions put forth by the Fire Department and Building Department.

*These agenda items are those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.*





SUDBURY BOARD OF SELECTMEN  
Tuesday, September 10, 2019

**MISCELLANEOUS (UNTIMED)**

**1: Update on EEE incident**

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Update on EEE incident

Recommendations/Suggested Motion/Vote: Update on EEE incident

Background Information:

Financial impact expected:

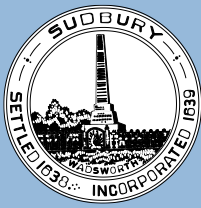
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

09/10/2019 6:30 PM



SUDBURY BOARD OF SELECTMEN  
Tuesday, September 10, 2019

**MISCELLANEOUS (UNTIMED)**

**2: Sudbury Historical Society Barn Event One-Day Wine & Malt License**

REQUESTOR SECTION

Date of request:

Requestor: Rebecca Weeks, Sudbury Historical Society

Formal Title: Vote whether to grant a 1-day Wine & Malt license to Sudbury Historical Society, to accommodate a Progressive Barn Dinner fundraiser on Saturday, September 14, 2019 from 5:30 PM to 10:00 PM at 269 Concord Road, 272 Concord Road and 277 Concord Road in Sudbury, subject to the use of a TIPS-trained bartender and a receipt of a Certificate of Liability. (Rebecca Weeks of Sudbury Historical Society to attend.)

Recommendations/Suggested Motion/Vote: Vote whether to grant a 1-day Wine & Malt license to Sudbury Historical Society, to accommodate a Progressive Barn Dinner fundraiser on Saturday, September 14, 2019 from 5:30 PM to 10:00 PM at 269 Concord Road, 272 Concord Road and 277 Concord Road in Sudbury, subject to the use of a TIPS-trained bartender and a receipt of a Certificate of Liability. (Rebecca Weeks of Sudbury Historical Society to attend.)

Background Information:  
Please see attached application and department feedback.

Financial impact expected:\$25 application fee

Approximate agenda time requested:

Representative(s) expected to attend meeting: Rebecca Weeks, Sudbury Historical Society

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

09/10/2019 6:30 PM

# Sudbury Historical Society – Progressive Barn Dinner Fundraiser

## One Day Wine & Malt License Department Feedback

September 14, 2019

### Fire Department Feedback:

From: Choate, Timothy

Sent: Monday, August 26, 2019 11:45 AM

Subject: RE: One-Day Wine & Malt License Application: SHS Progressive Barn Event

*After receiving their written plan, conferring with Andrew Lewis, speaking with people that are part of the event and inspecting the barn at 277 Concord Rd. that will have the full amount of people on site; the Fire Dept. is ok with the plan with the following conditions:*

1. *Loring Parsonage cannot accommodate the 100 people expected. Their occupancy load for that building is much less than 100. If they do have access to the building the numbers will be at determination of the Bldg. Inspector.*
2. *All doors of the barns must be open for egress of the occupants when the barn are occupied.*
3. *A fire extinguisher is present at each barn for first response.*

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### Board of Health Feedback:

From: Murphy, Bill

Sent: Tuesday, August 27, 2019 12:34 PM

Subject: RE: One-Day Wine & Malt License Application: SHS Progressive Barn Event

*I was able to get a hold of her and told her she would need to apply for a temporary food permit but she hasn't to date.*

**UPDATE 9/9/19: Temporary Food Permit was filed on Friday, September 6.**

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### Building Department Feedback:

From: Lewis, Andrew

Sent: Monday, August 26, 2019 12:10 PM

Subject: RE: One-Day Wine & Malt License Application: SHS Progressive Barn Event

*The Building Dept. does not have an issue with the progressive barn party with the exception of 288 Old Sudbury Road. Loring Parsonage has a temporary Certificate of Occupancy for the second level only. The*

occupant load for the building is 44 people, 22 for the first level and 22 for the second level. They must comply with occupancy load.

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### **Police Department Feedback:**

From: Nix, Scott

Sent: Friday, August 30, 2019 11:59 AM

Subject: RE: One-Day Wine & Malt License Application: SHS Progressive Barn Event

- *There are 3 different locations where alcohol has been requested to serve with 3 separate bartenders who will be unable to coordinate how much each participant has consumed.*
- *I expressed concern about open containers being carried between each location if they had not finished.*
- *Participants will be crossing Concord Road. We discussed that a detail does not make sense given the sporadic crossings and duration of the event. For the same reasons, I cannot provide a cruiser in such a circumstance. If all participants were crossing at the same time we MAY be able to assist if we are not dedicated to other calls.*

*We need to trust that participants will act appropriately as they are expected to do if they were moving from restaurant to restaurant but given this is a special circumstance I wanted to convey my concerns.*

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### **Town Counsel Feedback:**

From: Brian Riley <BRiley@k-plaw.com>

Sent: Monday, September 9, 2019 5:55 PM

Subject: RE: One-Day License for Progressive Barn Event

I have not seen this issue before, and I also strongly expect that the ABCC does not have a position on it since it defers most matters involving special licenses under G.L. c.138, §14 (“one day” licenses) back to the local licensing authority. That being said, it is my opinion that strictly as a legal matter, the Board of Selectmen could approve this license for the requested multiple locations. The ABCC’s regulations require that the license include “a description of the licensed premises,” as well as any restrictions placed on the license – it does not prohibit the licensed premises from being in more than one building or location, however. So the Board could, if it feels comfortable doing so, approve this application and put any appropriate restrictions such as no alcohol allowed to be removed from the buildings by patrons, etc. I do note, however, that as a practical matter, Chief Nix raises some very valid concerns as to open containers and patrons having to cross Concord Road during the event. The Board may want to ask the applicants how they will address the Chief’s concerns, and that could factor into any restrictions the Board may want to include.



# Town of Sudbury

Office of Selectmen  
www.sudbury.ma.us

Flynn Building  
278 Old Sudbury Rd  
Sudbury, MA 01776-1843  
978-639-3381  
Fax: 978-443-0756  
Email: [BOAdmin@sudbury.ma.us](mailto:BOAdmin@sudbury.ma.us)

## APPLICATION FOR ONE-DAY LIQUOR LICENSE (NON-PROFIT)

Non-profit organizations hosting an event in Sudbury are eligible to apply for a one-day liquor license. All licensees must purchase their alcoholic beverages from a licensed Massachusetts wholesaler, manufacturer, winery shipment licensee, farmer brewery, farmer distillery or holder of a Special Permit issued by the ABCC.\*

Application processing can take up to four weeks as approval from the Fire, Police, Building and Board of Health departments are required prior to Board of Selectmen approval. Processing begins after all required materials are received, so please plan accordingly.

Name of Responsible Manager: Rebecca Weeks

Address of Responsible Manager: 272 Concord Road, Sudbury

Non-Profit Organization Name: Sudbury Historical Society

Name & Purpose of Event: Progressive Barn Dinner, fundraiser

Name(s) of Brewery/ Distillery/Winery/Wholesaler/Manufacturer to provide alcohol: Ruby Wines

License Type Requested:  \$25 Wine & Malt – OR –  \$35 All Alcohol

Event Date: 9-14-19 Event Time: 5:30-10pm

Event Venue: Loring Parsonage (if available/Ready in time) + 3 private barns

Event Address: 288 Old Sudbury Road, 269 Concord Rd, 272 Concord Rd, 277 Concord Road

Documents Enclosed:

- Certificate of Liquor Liability
  - a. \$1,000,000 minimum amount
  - b. "Town of Sudbury" listed as additional insured
- Proof of bartender(s) training/certification. (For example, a TIPS certificate.)
- Application fee: \$25 W&M or \$35 All Alcohol. Check payable to Town of Sudbury.

Please submit completed application and materials to:  
Board of Selectmen's Office, 278 Old Sudbury Rd., Sudbury, MA 01776

8/8/19  
Date

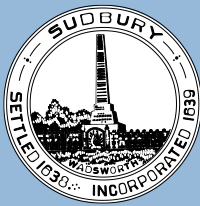
Rebecca Weeks  
Applicant Signature

\*For a complete list of Authorized Alcohol Providers for 1-Day licenses, please visit <https://elicensing.state.ma.us/CitizenAccess/GeneralProperty/PropertyLookUp.aspx?isLicensee=Y>. Under *Licensing Entity* select "Alcoholic Beverages Control Commission" and under *License Type* select either Wholesaler, Manufacturer, Direct Wine Shipper, Farmer Brewer, Farmer Distiller and/or Farmer Winery.

Attachment 2.b: SHS Progressive Barn Event WM App\_BOS (3424 : Sudbury Historical Society Barn Event One-Day Wine & Malt License)

From: Rebecca Weeks  
Sent: Tuesday, September 3, 2019 7:27 AM  
Subject: Historical Society Barn Party Follow-Up

On the initial application, I had indicated that we would use the Loring Parsonage (288 Old Sudbury Rd) "if available." Unfortunately, construction there is still ongoing, and the SHS will not have complete access to the site on Sept 14. So we will not plan to hold any portion of the party at the Parsonage and there will NOT be any type of refreshment served on those premises. However, given that guests are going to park behind Town Hall, we do plan to set up a table outside the Parsonage to welcome & check people in, give them directions to the first barn, etc. Our Director, Sally Hild, is coordinating with Bill Barletta on this.



SUDBURY BOARD OF SELECTMEN  
Tuesday, September 10, 2019

**MISCELLANEOUS (UNTIMED)**

**3: Vote on Sewataro agreement**

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Discussion and vote on Sewataro agreement

Recommendations/Suggested Motion/Vote: Discussion and vote on Sewataro agreement

Background Information:  
attached documents

Financial impact expected:

Approximate agenda time requested: 30 minutes

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

09/10/2019 6:30 PM



9/9/19 Draft

**CONTRACT FOR  
DAY CAMP OPERATOR AND  
MANAGEMENT OF REAL PROPERTY**

**Camp Sewataro  
1 Liberty Ledge  
Sudbury, MA**

This Contract for Day Camp Operator And Management Of Real Property (this “Agreement”), is entered into on this \_\_\_\_\_ day of September, 2019 (the “Commencement Date”), by and between the Town of Sudbury, a Massachusetts municipal corporation, acting by and through its Board of Selectmen, having an address of 278 Old Sudbury Road, Sudbury, MA 01776, (the “Town”), and Camp Sewataro LLC, a Massachusetts limited liability company, with its principal place of business at 239 Moose Hill Street, Sharon, MA 02067 (the “Manager”). The Town and the Manager together may be referred to herein as the “Parties”.

Recitals

WHEREAS, the Town has entered into a purchase and sale agreement (the “P&S”) with the owner of certain parcels of land located at 1 Liberty Ledge, Sudbury, Massachusetts, together with the buildings and improvements thereon, consisting of approximately 44.3 acres of land (the “Property”) and the owner of certain personal property and intellectual property relating to the operation of a day camp thereon (together, the “Assets”) known as Camp Sewataro, and pursuant to the P&S, the Town expects to acquire ownership of the Property and the Assets on or about October 17, 2019; and

WHEREAS, on July 10, 2019, the Town issued a Request for Proposals (the “RFP”), a copy of which is attached as Exhibit 1 to this Agreement, the terms of which, to the extent not inconsistent with this Agreement, are incorporated herein by reference, soliciting proposals for an entity qualified to professionally operate a summer day camp on the Property and to professionally manage the Property on a year-round basis; and

WHEREAS, the Manager submitted a proposal in response to the RFP (the “Proposal”), a copy of which is attached as Exhibit 2 to this Agreement, the terms of which, to the extent not inconsistent with this Agreement, are incorporated herein by reference, and was awarded the contract on August 20, 2019, pursuant to the Town’s RFP selection process; and

WHEREAS, the Town and the Manager desire to enter into this Agreement to set forth the terms and conditions pursuant to which the Manager will ensure that a first-rate summer day camp will be operated on the Property and that the Property will be professionally managed and maintained, all as more particularly set forth herein,

NOW, THEREFORE, in consideration of the mutual promises of the parties set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:



9/9/19 Draft

## ARTICLE 1 – REAL PROPERTY

1.1 Property. The Property to be managed and maintained by the Manager during the Term (as defined below) is located at 1 Liberty Ledge, Sudbury, Massachusetts. The Property consists of approximately 44.3 acres of land together with three (3) single family residential homes and one 1- bedroom apartment (the “Residences”), one building presently used for office purposes, various structures presently used for day camp purposes, together with tennis courts, basketball courts, swimming pools, a swimming pond, a recreational pond, playing fields, open fields, horse riding stables and riding areas, and various other facilities used for day camp purposes.

1.2 Control of Property. The Property shall remain under the custody and control of the Town, acting by and through the Board of Selectmen pursuant to the terms of this Agreement. The Town hereby grants the Manager the right to enter and use the property for purposes relating to the operation of a day camp, the occupation of the Residences for residential purposes, the management and care of the Property, and for all other purposes permitted under this Agreement and to arrange for and permit the use of the Property by third parties all as is more particularly set forth hereinbelow.

- 1.2.1 Use of Residential Property and Other Excluded Properties. At all times during the Term, the Residences shall be for the sole and exclusive use of the Manager and its paid staff. Use of the Residences may be for year-round use and occupancy and/or seasonal residential use and occupancy. Any and all use of the Residences shall be at the sole risk, cost and expense of the Manager who shall be deemed the “landlord” for all purposes of residential landlord-tenant law in the Commonwealth of Massachusetts and the Town shall have no responsibility therefor whatsoever. Any other use of the Residences shall require the written consent of the Town. At no time shall the Manager charge rent or any other form of compensation or assessment to the occupants of the Residences, however, occupancy thereof may be treated as a benefit of employment with the Manager; provided, however, and to the extent that bills for utilities are in the name of the Manager or otherwise paid by Manager, occupants of the Residences may pay directly to the Manager the cost of such utilities without mark up or profit to the Manager. The Town shall have no responsibility or liability for any income tax liabilities that may be applicable in connection therewith. In addition to the Residences, the buildings and structures described in the Schedule of Excluded Properties attached hereto are excluded from use or access by the public for programmatic activities under Section 1.2.4, Section 1.2.6, or otherwise.
- 1.2.2 Use of Property During Camp Season. The “Camp Season” shall be defined as June 1 through August 31 of each year during the Term. The Camp Season may be adjusted from time to time by mutual written agreement of the Manager and the Town. Unless otherwise agreed by the Parties in writing, during the Camp Season, use of the Property, by the

9/9/19 Draft

Town and/or residents of the Town (excluding any residents of the Residences), shall be limited to the areas of the Property shown on the sketch plan attached hereto as Exhibit 3 (the “Camp Season Public Access Area”). Public access to the Property, including without limitation, the Camp Season Public Access Area, shall not be permitted during the hours in which camp is in session during the Camp Season.

1.2.3 Use of Property Outside of Camp Season. Unless otherwise agreed by the Parties in writing, for all periods of time during the Term other than the Camp Season, the Town and/or residents of the Town may use all open field areas, basketball courts, tennis courts and wooded areas at the Property (such areas being referred to as the “Public Access Area Outside of Camp Season”) pursuant to the second paragraph of Section 1.2.4 below. The Public Access Area Outside of Camp Season expressly excludes any yards serving or adjacent to the Residences.

1.2.4 Use of Property by Town Residents. During the Camp Season, the Camp Season Public Access Area may be used by residents of the Town each Monday through Friday from 6:00 p.m. until dusk and Saturdays, Sundays and federal holidays from 9:00 a.m. until dusk without charge to the Town or its residents. Notwithstanding the above, the Manager shall have the right to reasonably restrict such access temporarily from time to time for (i) programmatic activities scheduled in advance in conjunction with the Town, (ii) special events open to the public scheduled in advance with the Town and (iii) for purposes of maintaining such area or for camp uses. Public access to the Property shall not be permitted during the hours in which camp is in session.

For all periods of time during the Term other than during the Camp Season, the Public Access Area Outside of Camp Season may be used by residents of the Town each Monday through Sunday from 9:00 a.m. until dusk without charge to the Town or its residents. Notwithstanding the above, the Manager shall have the right to reasonably restrict such access temporarily from time to time for (i) programmatic activities scheduled in advance in conjunction with the Town, (ii) special events open to the public scheduled in advance with the Town and (iii) for purposes of maintaining such area or for camp staff training or other camp-related uses.

To the extent reasonably necessary, the Town shall implement rules, regulations and/or requirements to ensure orderly access to and use of the Property during the times it is available for public use.

Residents shall be required to “carry in and carry out” anything brought onto the Property, including trash.

- 1.2.5 Public Events. The Manager has proposed, and the Town supports, the scheduling of at least two (2) community events per year on the Property to be open to residents of the Town and other invited guests being (i) an Independence Day event and (ii) a Fall season event. Such events shall be planned and coordinated with the Town, by and through its Parks and Recreation Department, or such other delegates as the Town Manager may designate. Unless otherwise agreed in writing by the Parties, all such public events shall be at the sole cost and expense of the Manager.
- 1.2.6 Programmatic Activities. The Manager has proposed, and the Town supports, the scheduling of programmatic activities on the Property from time to time, utilizing the Property and selected facilities thereon when not in conflict with the operation of the Camp at the Property. Such activities may include access by residents of the Town, and other invited members of the general public. Such events may be planned by the Manager, or shall be planned and coordinated with the Town, by and through its Parks and Recreation Department, or such other delegates as the Town Manager may designate. The cost of programmatic events planned with the Town, if any, shall be allocated by mutual agreement of the Parties.
- 1.2.7 Pets Prohibited. Excluding only pets belonging to residents of the Residences or service animals, at no time shall any dogs or other domestic animals be permitted on the Property. For purposes of this section, horses on the Property in connection with day camp operations shall not be considered to be domestic animals or pets.

1.3 Condition of the Property. The Property, and any and all personal property, and intellectual property, is delivered to the Manager, and the Manager accepts all such property, in its present condition, "AS IS," it being agreed that the Manager has had an opportunity to examine and inspect all such property, and, except as otherwise expressly set forth in this Agreement, accepts all such property without any representation or warranty, express or implied, in fact or by law, on the part of the Town or any other party and without recourse to the Town. The Town has made no representations or warranties of any kind with respect to such property for its use for any particular purpose.

## ARTICLE 2 – TERM

2.1 Term of Agreement. Subject to the terms, provisions, covenants, and conditions of this Agreement, the Term of this Agreement (the "Term") shall be three (3) years beginning on the date first written above and ending on the third anniversary thereof.

Notwithstanding the above, in the event that the Town does not acquire title to the Property and the Assets by November 30, 2019 then, unless otherwise agreed by the Parties in writing, this Agreement shall terminate and be of no further force or effect. The Manager acknowledges and agrees that until such time as the Town acquires title to the Property and the Assets, any actions, activities, solicitations, and the incurring of any costs and expenses of any

9/9/19 Draft

kind or nature on the part of the Manager shall be at the sole cost, expense and risk of the Manager and the Town shall have no responsibility therefor whatsoever.

2.2 Extension Term. The Term may be extended for up to two (2) additional terms of five (5) years each by mutual written agreement of the Parties, provided however, that the Manager has substantially complied with all material terms and conditions of this Agreement. Notice of intent to extend the Term shall be delivered by the requesting party (either the Manager or the Town) not later than June 30 on the last year of the then current term. The party receiving the notice of intent to extend the Term shall have thirty (30) days to accept the request to extend the Term or to reject the request to extend the Term. During an extension term, the Annual Fee, as hereinafter described, shall be those amounts set forth on Exhibit 4 attached hereto. There shall be no “constructive approval” of a request to extend the Term for failure to respond or otherwise agree to a request to extend the Term. A failure of one party to timely respond to a request for an extension of the Term, or the failure to reach a mutual agreement thereon, shall be deemed an election by the receiving party not to renew the Term and this Agreement shall then terminate as of the last day of the then current Term.

### ARTICLE 3 – MANAGEMENT FEE

3.1 Management Fee. The Management Fee to be paid to the Town by the Manager during the initial three year Term shall consist of (A) the “Annual Fee” and (B) the “Revenue Share Payment”.

(A) The Annual Fee shall be One Hundred Twenty Thousand Dollars (\$120,000.00) per each year of the initial Term to be paid in equal installments of Sixty Thousand Dollars (\$60,000.00) each due and payable on or before May 1, 2020, December 1, 2020, May 1, 2021, December 1, 2021, May 1, 2022, and December 1, 2022;

(B) The Revenue Share Payment shall be:

Twenty percent (20%) of the first Five Hundred Thousand Dollars (\$500,000.00) of Manager’s Net Revenue (as defined below);

plus

Twenty-Five percent (25%) of the next Five Hundred Thousand Dollars (\$500,000.00) of Manager’s Net Revenue;

plus

Thirty-Three and Thirty-Three One Hundredths percent (33.33%) of all of Manager’s Net Revenue in excess of One Million Dollars (\$1,000,000.00).

The Annual Fee paid and received by the Town shall be deemed to be an operating expense of the Manager and therefore deducted from Manager’s Net Revenue (defined below) in the calculation of the Revenue Share Payment.

The Revenue Share Payment shall be due on or before December 15 of each year of the initial Term.

3.1.1 Net Revenue. Manager's "Net Revenue" shall be defined as any and all revenues and receipts of any kind of the Manager received during its fiscal year minus reasonable usual and customary operating expenses associated with day camp operations, programmatic activities on the Property, or other events on the Property.

Reasonable usual and customary operating expenses ("Operating Expenses") shall be defined as year-round and seasonal staff salary and payroll (including any salary or other compensation paid to Scott Brody individually), employee benefits (excluding any benefits attributable to the use of the Residences), payroll taxes, the summer day camp program, sales and marketing, food and beverage, building and grounds maintenance and repairs, custodial services, janitorial services, landscaping, third-party contractors (provided that any such contractors are procured and compensated pursuant to good faith, arm's length transactions), travel and transportation, bank and credit card fees, insurance, utilities, principal and interest payments on associated debt service and capital expenses approved in writing by the Town. Operating Expenses shall not include Manager's taxable profit. Operating Expenses shall not include the value of any so-called scholarships granted to any camper.

The salary and any other compensation paid to Scott Brody individually or through any other legal entity that is included in within Operating Expenses shall not exceed One Hundred Fifty Thousand Dollars (\$150,000.00) for the first year of this Agreement; One Hundred Fifty-Four Thousand Five Hundred Dollars (\$154,500.00) for the second year of this Agreement; and One Hundred Fifty-Nine Thousand One Hundred Thirty-Five Dollars (\$159,135.00) for the third year of this Agreement. In the event that the Term is extended, Scott Brody's salary for each year of any extension term shall not exceed a three percent (3%) increase above the prior year's salary.

A consulting fee, salary, or any other compensation paid to Mark Taylor (whether individually or through any other legal entity), not to exceed Thirty Thousand Dollars (\$30,000.00), may be included in Operating Expenses, but only for the first year of the initial Term of this Agreement. Manager may not include any consulting fee to Mark Taylor (whether individually or through any other legal entity) in Operating Expenses in any subsequent year of the Term.

The Manager agrees that Camp Sewataro LLC shall be the only entity to receive revenues and receipts and to pay expenses in any way related to the camp and the Property and that no individual, natural person or other legal entity shall be utilized to receive revenues or to pay expenses in any way related to the Property.

3.2 Recordkeeping. Proper books and records of all revenues and expenses of the Manager shall at all times be kept by the Manager and subject to inspection and audit by the Town as hereinafter described. The Manager shall at all times keep and maintain complete and accurate records of all camper tuitions and other charges, usage or rental agreements, income, costs, and expenses in any way related to the Property. The Manager shall provide the Town with a financial statement and/or profit and loss statement audited by a certified public accountant (the "Manager's Financial Statement") reflecting all such information and such other



9/9/19 Draft

information as the Town may reasonably request. Such statements shall be provided to the Town on or before November 15 of each year during the Term. Within thirty (30) days following its receipt of the Manager's Financial Statement, the Town, upon written notice to the Manager, may elect to audit the books and records of the Manager to determine the accuracy of the Revenue Share Payment. Such audit shall be conducted by a certified public accountant with at least ten (10) years' experience in the auditing of books and records who is not compensated on a contingent fee basis. The Manager may elect to provide electronic records to the Town and its auditor. The Manager agrees to meet from time to time with the Town for purposes of reviewing such records and discussing the management of the Property.

3.3 Management Fee Dispute Resolution. In the event of any dispute relating to the calculation of the Revenue Share Payment, including calculation of Net Revenue, Operating Expenses or recordkeeping, the Town's designated auditor and the Manager's designated auditor shall first attempt in good faith to resolve such dispute. In the event that the said two auditors are unable to resolve the dispute, the two auditors shall appoint a neutral party third auditor who shall be a certified public accountant having at least ten (10) years' experience in the auditing of books and records. The cost and expenses of the third auditor shall be shared equally by the Town and the Manager. The third auditor shall make a determination as to the disputed matter(s) and such determination shall be final and binding on the Parties.

#### ARTICLE 4 – CAMPER SCHOLARSHIPS

4.1 Camper Scholarships. The Manager shall award at least ten (10) "scholarships" to eligible campers, meaning reduced fee access to two-week sessions of camp, for each two-week session of camp. In the event that the Manager receives approval from the Planning Board to increase its daily camper capacity to above 600 per day, then the number of scholarships shall be not less than the number of additional campers above 600 that are approved, up to 650 campers. With respect to any scholarships provided by the Manager under this Section 4.1, the Manager shall have the right to determine the distribution of scholarships among the range of ages and gender identity of the campers. Scholarship campers shall be subject to the same camp policies, rules, and regulations as non-scholarship campers.

4.2 Eligibility for Scholarships. To be eligible for a scholarship, the camper must be a resident of Sudbury. The amount of the discount off of the standard camp tuition rate shall be on a sliding scale based upon parent/guardian income, need and financial eligibility pursuant to a formula to be established by and between the Manager and the Town of Sudbury by and through its social worker or other Town designee. The minimum camp tuition rate for a scholarship camper for a two week session shall be Four Hundred Dollars (\$400.00).

#### ARTICLE 5 – PERMITTED USES

5.1 Permitted Uses. The Property shall be used exclusively for the following purposes (the "Permitted Uses"):

- (i) Operation of a summer day camp (subject to of the receipt a Special Permit from the Sudbury Planning Board, a license from the Sudbury Board of Health, and the approval of any other governmental body having jurisdiction with respect

9/9/19 Draft

to the operation of a summer camp at the Property). Horse riding camp activities are permitted.

(ii) Operation of programmatic activities. Such activities may be organized by the Manager alone, or in conjunction with the Town.

(iii) Limited use and access by residents of the Town of Sudbury as described in Section 1.2 above.

(iv) Special events (subject to such approvals from the Town of Sudbury or other governmental body having jurisdiction, as may be applicable.

(v) Use of the Residences for seasonal and/or year-round residential occupancy which shall be limited to staff of the Manager and their family members.

(vi) The serving of alcohol on the Property shall only be permitted pursuant to a current and valid liquor license issued to the Manager for particular events on the Property. This limitation shall not apply to private consumption of alcohol within the Residences.

(viii) The use of firearms shall not be permitted on the Property. However, lawful possession of firearms in the Residences is permitted to the extent permitted by law.

(vii) Any other use of the Property shall require the written consent of the Town.

#### ARTICLE 6 – REPAIRS, MAINTENANCE AND UTILITIES

##### 6.1 Repair and Maintenance { TC "6.1 Repair and Maintenance" \f C \l "2" }.

Throughout the Term of this Agreement, on a year-round basis, the Manager, at its sole cost and expense, shall be responsible for management, maintenance and oversight of all Residences, buildings, structures, grounds, roads, pools, ponds, facilities and equipment on the Property including maintenance, repairs, cleaning, janitorial and custodial services, trash collection and disposal, lawn mowing, tree maintenance and removal, if necessary (provided, however, that any removal of non-distressed or non-diseased trees shall require the prior approval of the Town's Tree Warden), Spring clean-up, and all care, maintenance and management of the pools and ponds, snow removal/ice treatment in paved parking lots, access drives or walkways necessary to access the Residences or buildings used by the Manager, and security for the Property. The Manager shall be permitted to treat the Property for pests and insects in accordance with applicable law and sound industry practice in the context of operation of a children's day camp, residential use, and access to the Property by the general public. The Town shall have no obligation to maintain the Property or make repairs, replacements or capital improvements thereon.

6.2 Compliance with Americans with Disabilities Act. In the event that the Manager determines that any buildings or facilities on the Property require modification or improvement in order to comply with the Americans with Disabilities Act or similar applicable requirements,

all such modifications or improvements shall be made at the direction of the Town at the sole cost and expense of the Manager, unless such improvement or modification is required solely because of use of such buildings or facilities in connection with activities programmed by the Town, i.e. Parks and Recreation Department programs, or for public use generally, in which case, such improvement or modification shall be at the cost and expense of the Town.

6.3 Utilities. The Manager shall be solely responsible for the cost of all utilities serving the Property and shall be billed for all such utilities in its own name and pay the respective providers thereof directly.

6.4 Capital Improvements. The Manager acknowledges and agrees that it has had the opportunity to inspect the Property and accepts the Property in its as-is condition. The Manager further acknowledges and agrees that it shall be responsible for all maintenance and improvements to the Property that may be required during the Term. Whereas, the Town is the owner of the Property, and as such, is subject to certain laws, rules and regulations pertaining to real property and the procurement of goods and services related thereto, the Parties agree as follows:

6.4.1 "Capital Improvements" shall mean repairs and improvements to the Property that cost in excess of Nine Thousand Nine Hundred Ninety-Nine Dollars (\$9,999) and are (i) necessary structural repairs and replacements to the load-bearing walls and foundations of structures; (ii) significant repair and replacement of roofs of structures; (iii) the non-routine repair, and replacement of mechanical systems for supplying electricity, gas, hot water, heat and air conditioning of structures, and (iv) any other cost that can be capitalized in accordance with Generally Accepted Accounting Principles ("GAAP").

6.4.2 In the event that the Manager determines that a Capital Improvement is necessary on the Property, it shall promptly so notify the Town. Unless otherwise agreed in writing by the Parties, all Capital Improvements shall be at the sole cost and expense of the Manager. Any and all Capital Improvements shall require the written consent of the Town and the Town shall determine how any and all Capital Improvements shall be procured.

6.4.3 In the event that the cost and expense of a Capital Improvement is estimated to cost more than \$20,000, then, in each instance, the Parties shall negotiate in good faith a cost allocation based upon a depreciation amortization schedule, that shall be applied among the Parties in the event that this Agreement is terminated for any reason other than by the Town as a result of an Event of Default hereunder as set forth in Section 10 below, in which case, the Manager shall be solely responsible for the cost of such capital improvement(s).

## ARTICLE 7 - PERSONAL PROPERTY

7.3 Personal Property. The Parties acknowledge and agree that the 2019 Sewataro Camp Season personal property inventory is attached hereto as Exhibit 5 (which such inventory may be updated by the Town following the closing of its acquisition of the Property). Each Party accepts all such property in its "as-is" condition, and without any representation, warranty



whatsoever, including without limitation, fitness for any particular purpose, except that, following its acquisition of the closing of the Property, the Town represents and warrants that it shall be the sole owner of the personal property without any liens or encumbrances.

The Manager shall be entitled to use any and all such personal property for such purposes as it may deem appropriate. All such personal property is and shall remain the personal property of the Town. Notwithstanding the above, if and when any such personal property is damaged, destroyed, lost, or reaches the end of its useful life, the Manager shall, at its sole discretion, and its sole cost and expense, be solely responsible for replacement thereof. Any such personal property replaced by Manager shall be and remain the personal property of the Manager. The Town shall have no responsibility to repair or replace any of the personal property.

The Manager agrees, within its reasonable discretion, to make the personal property available for use by persons using the Property pursuant to Section 1.2 pursuant to programmatic or other access agreements.

On or before November 1 of each year during the Term, the Manager shall provide the Town with an inventory of the remaining personal property of the Town.

#### ARTICLE 8 - INTELLECTUAL PROPERTY

8.1 In connection with the Town's acquisition of the Assets, pursuant to the P&S, Camp Sewataro, Inc. has agreed to donate its intellectual property (the "I.P.", as defined below) to the Town effective as of the date the Town acquires the Property and the Assets. As of the date of this Agreement, Camp Sewataro, Inc. has granted the Town and the Manager a license to use its intellectual property prior to acquisition of the Property and the Assets for purposes of allowing the Town and/or the Manager to prepare to operate a day camp on the Property for the 2020 season (the "I.P. License"). A copy of the executed I.P. License, as amended, is attached hereto as Exhibit 6 and made a part hereof.

8.2 The Parties acknowledge and agree that the Manager hereby (i) agrees to be bound by the terms of the I.P. License, and agrees to perform all of the obligations thereunder, and (ii) agrees to indemnify and save harmless Camp Sewataro, Inc. and the directors, trustees, officers, employees, representatives, and agents of Camp Sewataro, Inc., and the Town, from and against any and all liability, loss, cost, claims, demands, damages, and expenses (including without limitation reasonable attorneys' fees and expenses related to any of the foregoing), which may arise out of any act or omission of Manager, its officers, employees, agents, successors or assigns under the terms of the I.P. License.

8.3 For purposes of this Agreement, the intellectual property of Camp Sewataro, Inc. shall mean: client lists, names, mailing addresses and lists, marketing, advertising, and promotional lists and materials, registrations of its campers, and documents and materials relating to the operation of the camp by Licensor, the website and domain name, and, subject to the immediately following sentence, the name "Camp Sewataro" and logos and branding images relating thereto (the "IP") for the sole purpose of Licensee's operation of a camp at the Premises during the summer of 2020. No part of such IP may be modified, disclosed (with respect to confidential IP), sub-licensor resold without the prior written consent of Camp Sewataro, Inc. and the Town, which either may withhold in its sole discretion.

No title or other rights or privileges other than those expressly set forth in the I.P. License are granted to the Manager; there are no implied rights.

8.4 As of the date that the Town acquires the Property and the Assets, the Manager and the Town agree that the I.P. may be used by the Manager pursuant to the terms of the post-closing intellectual property license agreement to be executed by the Town and the Manager. A copy of the executed post-closing intellectual property license agreement is attached hereto as Exhibit 7 and made a part hereof.

8.5 Right of First Refusal. To the extent permitted by law, and subject to any and all applicable laws, by-laws, rules, or regulations, in the event that the Town desires to sell, transfer or otherwise dispose of the I.P. and it receives a bona fide offer from a third party therefor that it desires to accept, the Town shall first offer to sell the I.P. (or a portion thereof) to the Manager upon the same terms and conditions as are set forth in said bona fide offer. The Manager shall have five (5) business days to notify the Town as to whether it desires to purchase the I.P. (or a portion thereof), upon the same terms and conditions as are set forth in said bona fide offer. Manager hereby acknowledges and agrees that the Town shall have no obligation to offer the I.P. for sale at the expiration of the Term of this Agreement or otherwise.

#### ARTICLE 9 – INSURANCE AND INDEMNITY

9.1 Liability Insurance of Manager{ TC "7.3 Liability Insurance" \f C \l "2" }. Throughout the Term of this Agreement, the Manager shall maintain in full force and effect, without interruption, for the benefit of the Town and the Manager the following minimum insurance coverage:

- a. Commercial General Liability insurance must be provided by insurance companies authorized to do business in the Commonwealth of Massachusetts. Such policies shall be written on an occurrence basis, with a combined single limit of not less than:
  - i. General total aggregate: \$3,000,000
  - ii. Products - completed operation aggregate: \$1,000,000
  - iii. Personal injury and advertising: \$1,000,000
  - iv. Each occurrence: \$2,000,000
  - v. Fire damage: \$100,000
  - vi. Medical expense: \$5,000,
  - vii. all insuring against any and all liability of the Town and the Manager, including, without limitation, coverage for contractual liability and broad form property damage,

9/9/19 Draft

with respect to the Property or arising out of the maintenance, use, or occupancy of the Property; such liability insurance shall be primary and not contributing to any insurance available to the Town, and the Town's insurance shall be in excess thereof.

- b. An "all risk" policy of property insurance upon the Property, covering the full replacement value of the Property and improvements under which Manager and the Town are the named insured and the Town and any lender (with respect to personal property owned by Manager) are named as loss payee as their interests may appear. Notwithstanding anything to the contrary in this paragraph, all property insurance proceeds shall be paid and applied as this Agreements provides;
- c. During the course of any construction in excess of \$9,999 on or to the Premises during the Term, builder's risk insurance in an amount not less than cost of construction, written on a completed value basis or a reporting basis, for property damage protecting Manager, Town and the general contractor;
- d. Workers' compensation in the amount required by law;
- e. Employer's liability insurance in the amount of \$500,000 for each accident for bodily injury by accident and \$500,000 for each employee for bodily injury by disease;
- f. Automobile liability insurance covering any automobile or motor vehicle used in connection with work being performed on or about the Premises in an amount not less than \$1,000,000 combined single limit for bodily injury or property damage;
- g. Watercraft liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury or property damage;
- h. Special form property insurance covering all of Manager's furniture, fixtures, equipment, and personal property, at their full replacement value; and
- i. Umbrella liability insurance in the amount of \$5,000,000 per occurrence and \$5,000,000 in the aggregate.

Any insurance policy required to be maintained by Manager hereunder may name as an insured the holder of any lender to Manager permitted hereunder, with respect to personal property or trade fixtures owned by Manager. Town shall be named as a named insured on the policies in (a), (b), (c), (f), (g), and (h) and (i) above.

9/9/19 Draft

9.2 Adjustment and Settlement. Every insured loss shall be adjusted and settled promptly by Town and Manager and the lender, if any, if the lender is named as an additional insured or loss payee on any applicable policy and only with respect to the personal property on which the lender has a security interest, and the proceeds of such insurance with respect to any loss shall be held and paid as provided in Article 12 hereof. Each such policy shall, to the extent obtainable, contain a provision that no act or omission of the Manager Parties (as defined below) shall affect or limit the obligation of the insurance company so to pay the amount of any loss sustained.

9.3 General Insurance Requirements. All insurance required hereunder shall be written with such responsible companies qualified to do business in Massachusetts with carriers rated A or better by A.M. Best's Rating System, as Manager shall select and Town shall approve, such approval not to be unreasonably withheld, conditioned or delayed. Throughout the term of this Agreement, Manager shall furnish to Town upon request copies of all policies of insurance or renewal policies or certificates or binders of such insurance, all as may be required by any of the foregoing provisions, but in any event not later than thirty (30) days prior to the date when other insurance coverage maintained in accordance with the terms of this Lease is scheduled to expire. Without limiting Town's other rights under any other provisions of this Lease, if Manager shall fail to obtain and maintain all such policies of insurance as required herein, and if such failure shall continue for a period of ten (10) Business Days following written notice by Town to Manager thereof, then Town, without any further notice to Manager, may obtain and pay for such insurance, and the amount of such payment shall become due and payable to Town.

9.4 Waiver of Subrogation. Town and Manager mutually agree that with respect to any loss which is covered by property insurance then being carried by Town or Manager, respectively, the party carrying such insurance and suffering said loss releases the other of and from any and all claims with respect to such loss; and they further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof. Town for itself and parties claiming by, through or under Town, hereby waives any and all right of recovery which it might otherwise have against Manager, its servants, agents and employees, for loss or damage occurring to the improvements at the Property, to the extent the same are covered by Town's insurance, notwithstanding that such loss or damage may result from the negligence or fault of Manager, its servants, agents or employees. Manager for itself and for parties claiming by, through or under Town, hereby waives any and all right of recovery which it might otherwise have against Town, its servants, and employees, for the loss or damage to Manager's furniture, furnishings, fixtures and other personal property owned by and removable by Manager under the provisions hereof notwithstanding that such loss or damage may result from the negligence or fault of Town, its servants, agents or employees, or such other Manager and the servants, agents or employees thereof. **[NTD: Open]**

9.4 Non-cancellation{ TC "7.12 Non-cancellation" \f C \l "2" }. Each policy or

binder issued by an insurer shall, to the extent obtainable, contain an agreement by the insurer that such policy shall not be canceled, non-renewed or substantially modified without at least thirty (30) days' prior written notice to the Town and the Manager.

9.5 Indemnification by Manager{ TC "7.13 Indemnification" \f C \l "2" }. (a) The Manager shall defend (with counsel reasonably acceptable to the Town), indemnify and save the Town Parties (as defined below) harmless against and from any and all claims, damages, losses, actions, liabilities, penalties, costs, expenses and fees (including without limitation, reasonable attorneys' fees) which may be imposed upon or incurred by or asserted against the Town Parties by reason of any of the following occurrences:

(i) all day camp operations and all activities related thereto, all non-camp operations or activities at the Property (except as set forth in Section 9.6 below), any services performed on the Property or work done or action taken during the Term of this Agreement in, on or about the Property or any part thereof, by the Manager or at the direction of the Manager, other than the Town and its employees, contractors, agents, or representatives (collectively with the Town, ("the Town Parties");

(ii) except as set forth in Section 9.6 below, any use, non-use, possession, occupation, tenancy, condition, operation, maintenance or management of the Property or any part thereof, during the Term of this Agreement by the Manager or any other party other than the Town Parties;

(iii) any negligence or willful misconduct on the part of the Manager or any of its agents, contractors, servants, employees on or about the Property (collectively with the Manager, the "Manager Parties");

(iv) except as set forth in Section 9.6 below, any accident, injury, death or damage to any person or property occurring on the Property or any part thereof. Any injuries or damage resulting from the Manager's removal or failure to remove snow and ice, as required by this Agreement, shall be the sole responsibility of the Manager; and

(v) any failure on the part of the Manager to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Agreement on its part to be performed or complied with.

(b) If the Town obtains separate counsel due to reasonable concerns that its interests and that of the Manager may be adverse or that counsel provided by the Manager may have a conflict in interest or is not providing effective representation of the Town, then the reasonable expenses of such separate counsel shall be at the Manager's expense.

(c) The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the Town which would exist at common law or under any other provision of this Agreement, and the extent of the obligation of indemnification shall not be limited by any provision of insurance undertaken in accordance with this Article 9. This Agreement is made on the express condition that the Town shall not be liable for, or suffer loss by reason of, any damage or injury or death to any property, fixtures,

buildings or other improvements, or to any person or persons, at any time on the Property and arising from camp operations at the Property, specifically including any damage or injury to the person or property of the Manager or any of the Manager Parties, from whatever cause, in any way connected with the condition, use, occupational safety or occupancy of camp operations at the Property, except to the extent caused directly by the gross negligence or willful misconduct of the Town.

(d) The foregoing indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof with counsel reasonably acceptable to the Town or counsel selected by an insurance company which has accepted liability for any such claim.

(e) To the maximum extent this Agreement may be made effective according to law, the Manager agrees to use and occupy the Property at the Manager's own risk, and the Town shall have no responsibility or liability for any loss or damage to fixtures or other personal property of the Manager or any person claiming by, through or under the Manager.

(f) The provisions of this Section 9.5 shall survive termination or expiration of this Agreement.

#### 9.6 Indemnification by Town.

To the fullest extent permitted by law, the Town shall defend (with counsel reasonably acceptable to the Manager), indemnify and save the Manager harmless against and from any and all claims, damages, losses, actions, liabilities, penalties, costs, expenses and fees (including without limitation, reasonable attorneys' fees) which may be imposed upon or incurred by or asserted against the Manager Parties by reason of any of the following occurrences:

- (i) all operations, programs or activities at the Property managed, operated or coordinated by or for the benefit of the Town;
- (ii) any use of, or access to, the Property by the Town, residents of the Town or the general public, excluding any camp operations or non-camp operations undertaken by or for the sole benefit of the Manager and excluding the Residences;
- (iii) any negligence or willful misconduct on the part of the Town or any of its agents, contractors, servants, or employees (including volunteers); and
- (iv) accident, injury, death or damage to any person or property occurring on the Property or any part thereof excluding any accident, injury death or damage arising from the negligence or willful misconduct of Manager or caused during the operation of camp at the Property or by any programs or activities run by or behalf of the Manager for the sole benefit of the Manager.

(b) If the Manager obtains separate counsel due to reasonable concerns that its



interests and that of the Town may be adverse or that counsel provided by the Town may have a conflict in interest or is not providing effective representation of the Manager, then the reasonable expenses of such separate counsel shall be at the Town's expense.

(g) The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the Manager which would exist at common law or under any other provision of this Agreement, and the extent of the obligation of indemnification shall not be limited by any provision of insurance undertaken in accordance with this Article 9. This Agreement is made on the express condition that the Manager shall not be liable for, or suffer loss by reason of, any damage or injury or death to any property, fixtures, buildings or other improvements, or to any person or persons, at any time on the Property and arising from public access to the Property under Section 1.2 of this Agreement or otherwise, specifically including any damage or injury to the person or property of the Town or any of the Town Parties, from whatever cause, in any way connected with the condition, use, occupational safety or occupancy of the Property by the Town, its residents or the general public under Section 1.2 of this Agreement, except to the extent caused directly by the gross negligence or willful misconduct of the Manager.

(h) The foregoing indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof with counsel reasonably acceptable to the Manager or counsel selected by an insurance company which has accepted liability for any such claim.

9.7 Recreational Use Statute. The Town and Manager each hereby acknowledge and agree that (i) the Town holds an "interest" in the Property, and (ii) the Manager is considered a "manager" of the Town with respect to the Property, and the Town and Manager each hereby further acknowledge and agree that the Manager and the Town shall each be entitled to all rights, privileges and immunities afforded to "any person having an interest in land" for purposes Section 17C of Chapter 21 of the Massachusetts General Laws, with respect to the Manager, as the manager of the Property for the Town and, with respect to the Town, as the owner of the Property.

#### ARTICLE 10 – BREACH AND TERMINATION

10.1 Breach of Agreement{ TC "14.1 Events of Default" \f C \l "2" }. Each of the following events shall be deemed breach of this Agreement, hereinafter, an "Event of Default" hereunder:

(a) The Manager fails to obtain a Special Permit from the Sudbury Planning Board, and any and all applicable licenses or other permits from the Sudbury Board of Health, or any other Town board having jurisdiction thereof, to operate a day camp on the Property for not less than six hundred (600) campers per week;

(b) The Manager shall fail to pay, as and when due, any payment due under this Agreement, and such failure shall continue for a period of thirty (30) days after notice from the Town to the Manager;

(c) The Manager fails to remain in good standing with the Secretary of the Commonwealth as a limited liability company authorized to do business in the Commonwealth after thirty (30) days written notice from the Town.

(d) If the Manager shall fail to maintain any insurance required to be maintained by the Manager hereunder;

(e) If the Manager shall fail to perform or comply with any of the other terms, covenants or conditions in this Agreement and such failure shall continue for a period of ten (10) business days after notice from the Town to the Manager specifying the items in default, or in the case of a default or a contingency which cannot with due diligence be cured within such ten (10) business day period, within such additional time reasonably necessary provided the Manager commences to cure the same within such ten (10) business day period and thereafter prosecutes the curing of such default with diligence (but in no event shall such additional period exceed ninety (90) days); provided, however, that with respect to any default of the Manager under this Agreement to maintain any required permit or approval required by the Sudbury Board of Health that is necessary to operate a camp at the Property such that a camp cannot be legally operated at the Property, the cure period shall not be more than thirty (30) days following written notice from the Town of such default. Notwithstanding the above, in the event that any matter relating to public health and safety threatens to or, in fact, causes an event of default under this section or any event causing or threatening public health and safety, then the Town shall have the right to reduce or eliminate any cure period hereunder; and

(f) If the Manager shall initiate the appointment of a receiver to take possession of all or any portion of the Manager's property for whatever reason, or the Manager shall make an assignment for the benefit of creditors, or the Manager shall initiate voluntary proceedings under any bankruptcy or insolvency law or law for the relief of debtors; or if there shall be initiated against the Manager any such bankruptcy or insolvency proceedings which are not dismissed or stayed on appeal or otherwise within ninety (90) days, or if, within ninety (90) days after the expiration of any such stay, such appointment shall not be vacated or stayed on appeal.

10.2 Remedies{ TC "14.2 Remedies" \f C \l "2" }. Upon an Event of Default, the Town at any time thereafter may give written notice to the Manager specifying such Event or Events of Default and stating that this Agreement and the Term hereby demised shall expire and terminate on the date specified in such notice, which shall be at least thirty (30) days after the giving of such notice. Upon the date specified in such notice, this Agreement and the Term hereby demised and all rights of the Manager under this Agreement shall expire and terminate (unless prior to the date specified for termination the Event or Events of Default shall have been cured, in which case this Agreement shall remain in full force and effect), and the Manager shall remain liable for any amounts owed to the Town. Upon such termination, the Town may re-enter the Property and dispossess the Manager and anyone claiming by, through or under the Manager by summary proceedings or other lawful process. Notwithstanding anything in this Agreement to the contrary, the Town's sole remedy for the Manager's failure to obtain a Special Permit from the Sudbury Planning Board prior to June 1, 2020 to operate the camp at the Property shall be to terminate this Agreement, and the Manager shall also have the right to terminate this Agreement if, despite using diligent and good faith efforts, it fails to obtain such Special Permit from the Sudbury Planning Board prior to June 1, 2020.



9/9/19 Draft

10.3 No Waiver{ TC "14.4 No Waiver" \f C \l "2" }. No failure by either the Town or the Manager to insist upon the strict performance of any agreement, term, covenant or condition hereof or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial payment during the continuance of any such breach, shall constitute a waiver of any such breach or of such agreement, term, covenant or condition. No agreement, term, covenant or condition hereof to be performed or complied with by either the Town or the Manager, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the other party. No waiver by the Town or the Manager of any breach shall affect or alter this Agreement, but each and every agreement, term, covenant and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

10.4 Injunctive Relief{ TC "14.5 Injunctive Relief" \f C \l "2" }. In the event of any breach or threatened breach by the Manager of any of the agreements, terms, covenants or conditions contained in this Agreement, the Town shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as though re-entry, summary proceedings, and other remedies not provided for in this Agreement. In the event of any breach or threatened breach by the Town of any of the agreements, terms, covenants or conditions contained in this Agreement, the Manager shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as though summary proceedings, and other remedies not provided for in this Agreement. Notwithstanding anything in this Agreement to the contrary, neither party shall be liable to the other for consequential or indirect damages.

10.5 Remedies Cumulative{ TC "14.6 Remedies Cumulative" \f C \l "2" }. Each right and remedy provided for in this Agreement shall be cumulative and shall be in addition to every other right or remedy provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise by the Town or the Manager of any one or more of the rights or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise.

10.6 Winding Up of Affairs. In the event that this Agreement terminates as the result of the expiration of its Term, default, termination without cause, or otherwise, the Manager shall have until March 1 of the year following the camp season that has most recently ended to have made all payments then remaining due and outstanding, to remove any and all tenants from the Residences, to remove all personal property owned by Manager from the Property, to provide the Town with an inventory of all personal property belonging to the Town, and, except as provided in Article 7 above, to return the Property to the Town in as good a condition as it was in as of the date of this Agreement, normal wear and tear and casualty excepted, and leaving the Residences and other structures and facilities in broom clean condition having removed any and all trash or discarded materials or personal property, to return any and all intellectual property of the Town, and to otherwise wind up the affairs of the Manager as may pertain to the Property and/or this Agreement, including any and all remaining obligations hereunder. Notwithstanding the date of termination of this Agreement, this Agreement shall remain in full force and effect for purposes

of such winding up of affairs (except that no Management Fee shall accrue from and after the date of termination).

Manager shall peaceably give up and surrender possession of the Property to the Town at the expiration of the Term or sooner termination of this Agreement if terminated by the Town in accordance herewith. Any holding over by Manager after expiration shall not constitute a renewal or extension hereof. Except as otherwise specified in this Agreement or expressly agreed in writing between the parties. In the event Manager fails to remove any of Manager's personal property from the Property, such property shall be deemed abandoned, and Town is hereby authorized, without liability to Manager for loss or damage thereto, and at the sole risk of Manager, to remove and store any of such property at Manager's expense, or to retain the same under Town's control, or to sell at public or private sale, without notice, any or all of the property not so removed and to apply the net proceeds of any such sale toward the payment of any sum hereunder owing by Manager to Town, or to destroy such property. The provisions of this paragraph shall survive the expiration or other termination of this Agreement.

Notwithstanding the above, upon the delivery of notice of termination of this Agreement following a default by the Manager hereunder after the expiration of any applicable notice and cure period, the Town shall have the right to prepare for and make arrangements, in whatever form or substance, and with any other party, or no other party, as it may determine in its sole discretion, to prepare for the operation of a summer camp for the following camp season, or to make use of the Property for any other purpose, or for no other purpose, including without limitation the sale or other disposition thereof, or a portion thereof, (the "Transition") and the Manager shall not unreasonably interfere with or in any way hinder the Transition.

#### ARTICLE 11 – NONDISCRIMINATION COVENANTS

11.1 Non-Discrimination{ TC "17.1 Non-Discrimination" \f C \l "2" }. With respect to its exercise of all rights and privileges granted herein, the Manager agrees that neither the Manager nor its successors in interest, licensees, operators, and assigns shall discriminate against any person, employee, contractor or applicant for employment, as a camper, or other use of the Property, because of race, color, creed, religion, national origin, age, sex, gender, gender identification, sexual orientation, marital status, handicap, veteran status or any other basis prohibited by law in the Manager's use of the Property, including the hiring and discharging of employees, contractors, the provision or use of services, the selection of suppliers and contractors, and the selection of users of the Property.

11.2 Non-Compliance{ TC "17.2 Non-Compliance" \f C \l "2" }. The Manager shall defend, indemnify and hold the Town Parties harmless from and against any and all Claims of third persons resulting from the Manager's non-compliance with any of the provisions of this Article 11. The provisions of this Section 11.2 shall survive the expiration or earlier termination of this Agreement.

#### ARTICLE 12 – CASUALTY

12.1 Notice. If either party becomes aware of any casualty to the Property, then such party shall promptly notify the other in writing.

12.2 Effect of Casualty. If any casualty occurs that does not adversely affect the Manager's ability to operate a camp at the Property at the same level as existed prior to the casualty, as reasonably determined by the Manager, then: (a) this Agreement shall not terminate or be impaired; and (b) Manager shall with reasonable promptness, and in coordination with the Town, but subject to the availability of sufficient property insurance proceeds, restore the Property to the condition it was in prior to the casualty. If, however, the casualty is a casualty that adversely affects the Manager's ability to operate a camp at the Property at the same level as existed prior to the casualty as reasonably determined by the Manager, then (i) the Management Fee shall abate and (ii) Manager may, by notice to Town, given within ninety (90) days after such casualty, terminate this Agreement effective sixty (60) days after such notice, provided that Manager assigns to Town all property insurance proceeds insuring the Property (excluding any personal property of Manager). If the Manager does not terminate this Agreement pursuant to the immediately foregoing sentence, then the Town and Manager shall mutually agree on the process by which the Property will be restored and the terms and conditions of any such restoration (e.g., plans and specifications for reconstructed buildings, disbursement of insurance proceeds, timing of the restoration work, etc.).

#### ARTICLE 13 – HAZARDOUS SUBSTANCES

13.1 Manager shall not cause or permit to occur on, under or at the Property during the Term: (a) any violation of any Environmental Law; or (b) the use, generation, release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Substance, or transportation to or from the Property of any Hazardous Substance, unless both: (i) reasonably necessary and customary to conduct the uses permitted on the Property and (ii) in compliance with all Environmental Laws.

13.2 Compliance; Clean-Up. Manager shall, at Manager's expense: (a) comply with Environmental Law and, to the extent Environmental Law requires, clean up any Hazardous Substance Discharge; (b) if any governmental entity requires any clean-up plan or clean-up because of a Hazardous Substances Discharge, prepare and submit the required plans and all related bonds and other financial assurances; and (c) promptly and diligently carry out all such clean-up plans. Any party's obligations under this paragraph shall not limit such party's rights against third parties.

13.3 Hazardous Substance Indemnity. To the fullest extent permitted by law, Manager shall indemnify and hold harmless Town, its officers, boards, committees, employees or agents from and against any and all claims, liability, loss, damages, penalties, costs or expenses of any nature and description including reasonable attorneys' fees (collectively, "Claims") on account of any injury or damage to buildings, improvements or property of Town or any other Person, on account of any injury (including death) to any Person arising out of or in connection with the presence,

9/9/19 Draft

handling, removal or disposal of or exposure of persons to a Hazardous Substances in any form on the Property by Manager or any Manager Parties, provided, however, that Manager shall not be responsible for the presence of or any Claims related to any Hazardous Substances that may exist on the Property as of the date hereof nor shall Manager be responsible for any Claims arising out of the acts or omissions of Town, its officers, boards, committees, employees or agents during the Term. Manager shall promptly deliver to Town copies of any notices, orders or other communications received by Manager from any governmental agency or official affecting the Property and concerning any Hazardous Substance.

13.4 Definitions. As used in this Article 13, the following terms have the following definitions:

"Environmental Law" means any applicable laws regarding the following at, in, under, above, or upon the Property: (a) air, environmental, ground water, or soil conditions; or (b) clean-up, control, disposal, generation, storage, release, transportation, or use of, or liability or standards of conduct concerning, Hazardous Substances.

"Hazardous Substances Discharge" means any deposit, discharge, generation, release, or spill of Hazardous Substances that occurs at or from the Property, or that arises at any time from the use, occupancy, or operation of the Property or any activities conducted therein caused by Manager or the Manager Parties after the date of this Agreement.

"Hazardous Substances" means flammable substances, explosives, radioactive materials, asbestos, asbestos-containing materials, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, explosives, petroleum and petroleum products, and any "hazardous" or "toxic" material, substance or waste that is defined by those or similar terms or is regulated as such under any applicable law, including any material, substance or waste that is: (i) defined as a "hazardous substance" under Section 311 of the Water Pollution Control Act (33 U.S.C. §1317), as amended; (ii) defined as a "hazardous waste" under Section 1004 of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901, et seq., as amended; (iii) defined as a "hazardous substance" or "hazardous waste" under Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Reauthorization Act of 1986, 42 U.S.C. §9601 et seq. or any so-called "superfund" or "superlien" law; (iv) defined as a "pollutant" or "contaminant" under 42 U.S.C.A. §9601(33); (v) defined as "hazardous waste" under 40 C.F.R. Part 260; (vi) defined as a "hazardous chemical" under 29 C.F.R. Part 1910; or (vii)

9/9/19 Draft

defined as a "hazardous substance" under the Massachusetts Oil and Hazardous Material Release Prevention and Response Act (M.G.L. c. 21E.

#### ARTICLE 14 – NO MECHANIC'S LIENS; TOWN ACCESS; MANAGER FINANCING

14.1 No Mechanic's Liens. If a mechanic's lien is filed against the Property by a contractor performing work by or on behalf of Manager, then Manager shall promptly after notice of the filing of the same, commence appropriate action to cause such lien to be paid, discharged, bonded, or cleared from title. If Town receives notice of any such filing, then Town shall promptly send written notice to Manager of the same.

14.2 Access. Except in the case of an emergency or as otherwise provided in Section 1.2 hereof, the Town and its agents, representatives, and designees may enter the Property upon reasonable prior written notice during regular business hours to: (a) ascertain whether Manager is complying with this Agreement; (b) cure Manager's defaults; (c) inspect the Property; or (d) show the Property to a prospective transferee (but in the case of clause (d), not before six (6) months prior to the expiration of the Term). In entering the Property, Town and its designees shall not unreasonably interfere with operations on the Property and shall comply with Manager's reasonable instructions.

14.3 Manager Financing. If at any time or from time to time during the Term, Manager desires to grant a lien to its lender on any personal property, furniture, fixtures and equipment owned by Manager or other assets of Manager ("Financed FF&E or Other Property"), the Town agrees to execute and deliver to any such lender such customary documentation regarding such financing as Manager reasonably requests, providing for matters such as: (a) waiver of any right to take possession of such Financed FF&E or other Property upon an Event of Default; (b) waiver of any other right, title, or interest in the Financed FF&E or Other Property; and (c) agreements to enable such lender to enter the Premises and repossess such Financed FF&E or Other Property if such lender exercises remedies under its security interest in such Financed FF&E or Other Property. Notwithstanding anything in this Agreement to the contrary, Manager shall not have the right to grant a mortgage on or otherwise encumber the Property.

#### ARTICLE 15 – MISCELLANEOUS

15.1 Amendments to Agreement{ TC "18.1 Amendments to Lease" \f C \l "2" }. This Agreement may not be amended, modified, supplemented or extended except by a written instrument executed by the Town and the Manager.

15.2 Assignment by Manager{ TC "13.1 Assignment by Tenant" \f C \l "2" }. The Manager shall not assign or transfer this Agreement or any interest in this Agreement without the prior written consent of the Town, which consent may be withheld in the Town's sole discretion. Transfer or assignment in any form of a controlling interest in Camp Sewataro, LLC from Scott Brody to any other individual or entity shall be deemed a transfer or assignment of this Agreement subject to the Town's consent rights hereunder.

15.3 Notices{ TC "18.2 Notices" \f C \l "2" }. Any and all notices, demands,



9/9/19 Draft

requests, submissions, approvals, consents, disapprovals, objections, offers or other communications or documents required to be given, delivered or served, or which may be given, delivered or served, under or by the terms and provisions of this Agreement or pursuant to law or otherwise, shall be in writing and shall be delivered by hand, nationally recognized overnight express commercial service such as "Federal Express" (in either case with evidence of delivery or refusal thereof) or by registered or certified mail, return receipt requested, addressed if to the Manager to:

Camp Sewataro LLC  
239 Moose Hill Street  
Sharon, MA 02067  
Attn: Scott D. Brody

With a copy to: David L. Wiener, Esq.  
Anderson & Kreiger LLP  
50 Milk Street, 21<sup>st</sup> floor  
Boston, MA 021098

or to such other address as the Manager may from time to time designate by written notice to the Town, or if to the Town addressed to:

Town of Sudbury  
Town Offices  
278 Old Sudbury Road,  
Sudbury, MA 01776  
Attn: Town Manager

With a copy to: Lee S. Smith, Esq.  
KP Law, P.C.  
101 Arch Street  
12<sup>th</sup> Floor  
Boston, MA 02110

or to such other address as the Town may from time to time designate by written notice to the Manager, or to such other agent or agents as may be designated in writing by either party. The earlier of: (i) the date of delivery by overnight express commercial service, or (ii) the date of delivery or upon which delivery was refused as indicated on the registered or certified mail return receipt shall be deemed to be the date such notice or other submission was given.

15.4 Severability TC "18.3 Severability" \f C \l "2" }. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

15.5 Integration TC "18.6 Integration" \f C \l "2" }. All prior understandings and

9/9/19 Draft

agreements between the Parties with respect to this Agreement are merged within this Agreement, which alone fully and completely sets forth the understanding of the Parties.

15.6 Bind and Inure TC "18.7 Bind and Inure" \f C \l "2" }. The covenants and agreements herein contained shall bind and inure to the benefit of the Town, its successors and assigns, and the Manager, its successors and assigns.

15.7 Captions TC "18.11 Captions" \f C \l "2" }. The captions of this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect this Agreement.

15.8 Massachusetts Law Governs TC "18.13 Massachusetts Law Governs" \f C \l "2" }. This Agreement shall be governed exclusively by, and construed in accordance with, the laws of the Commonwealth of Massachusetts.

15.9 Time of the Essence TC "18.14 Time of the Essence" \f C \l "2" }. Time shall be of the essence hereof.

15.10 No Partnership or Joint Venture TC "18.16 No Partnership or Joint Venture" \f C \l "2" }. Nothing contained under this Agreement shall be construed to create a partnership or joint venture between the Town and the Manager or to make the Town an associate in any way of the Manager in the conduct of the Manager's business, nor shall the Town be liable for any debts incurred by the Manager in the conduct of the Manager's business, and it is understood by the parties hereto that this relationship is and at all times shall remain that of the Town and the Manager.

15.1 No Personal Liability. No board member, shareholder, officer, member, manager, director, agent, or employee of the Town or Manager shall have any liability under this Agreement.

15.2 Good Faith. Each Party agrees to act reasonably and in good faith with respect to the performance and fulfillment of the terms of each and every covenant in this Agreement.

[Signatures on following page]

SUDB/698443.v1/0054

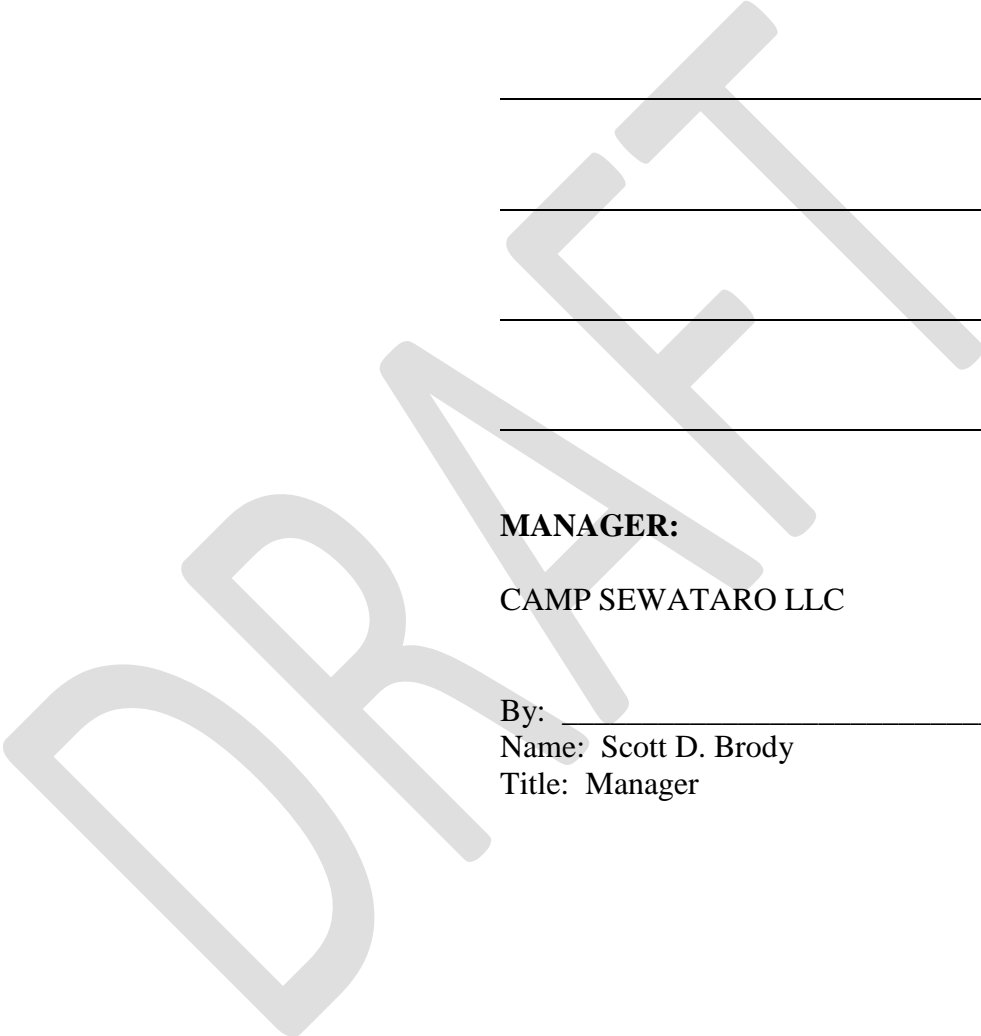
EXECUTED as of the date first set forth above.

**TOWN OF SUDBURY**  
By its Board of Selectmen

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MANAGER:**  
CAMP SEWATARO LLC

By: \_\_\_\_\_  
Name: Scott D. Brody  
Title: Manager



Attachment3.a: KP-#698443-v2-SUDB- Sewataro\_Camp\_Operator\_Contract\_9-9-19 (3434 : Vote on Sewataro agreement)



## EXHIBIT 1

Request for Proposals

## EXHIBIT 2

Response to Request for Proposals

## EXHIBIT 3

Camp Season Public Access Area

## EXHIBIT 4

Schedule of Annual Fee to be Paid to the Town

## EXHIBIT 5

Personal Property Schedule

## EXHIBIT 6

Intellectual Property License

## EXHIBIT 7

Post-Closing Intellectual Property License

Scott Brody Camp Operator and Property Management Contract Term Sheet

Scott Brody has established "Camp Sewataro LLC" as of 9/9/19 and that is the entity that will be the party to the contract. Scott Brody is the sole manager of the LLC.

- Contract for management of first-rate summer day camp
- Town maintains custody of property, but grants Manager the right to enter and use the property
- Residences may be used for staff for year round or seasonal residential use as a benefit of employment
- Camp season: June 1-August 31
- Public access: During camp season, public access is allowed in an area shown in Exhibit during non-camp hours
  - Monday-Friday 6PM to dusk
  - Weekends and Federal Holidays 9AM-dusk, may be reasonably restricted from time to time due to programming scheduled with town, special events open to the public, maintenance, and training
  - No public access during camp hours
- Public access: During non-camp season, public access allowed in larger area, Residences always excluded, select buildings and facilities excluded
  - 9AM-dusk Monday-Sunday, may be reasonably restricted from time to time due to programming scheduled with town, special events open to the public, maintenance, and training
  - Trash: carry in and carry out
  - No pets, but horses will be allowed in connection with the day camp only. Residential occupants may have pets
  - Manager has expressed willingness to permit broad use of the facilities by Town residents outside of camp season, including the waterfront areas. Additional costs would be "pass through" without mark up or profit. Details will need to be discussed once the Town knows what its needs/requests are. Agreements can be in the form of a contract amendment
- Public Events: Manager will schedule at least two public events for residents.
  - Independence Day and Fall Festival
  - At the cost of manager
- Manager will allow scheduling of programmatic activities on the property utilizing the property and selected facilities. Programming may be planned by the Town through Park and Recreation or other departments as designated by the Town Manager
- Property is being delivered as is.
- Term: three years, with two five-year extensions
  - Extension requires mutual agreement
  - During extension term, management fee to Town increases 3%/year
- Contract terminates if we do not close.
- Management Fee
  - \$120,000 per year to the Town
    - \$60,000 to be paid in May and \$60,000 to be paid in December

- Escalation in subsequent terms

	Year	Fee
1	2019	120,000.00
2	2020	120,000.00
3	2021	120,000.00
4	2022	123,600.00
5	2023	127,308.00
6	2024	131,127.24
7	2025	135,061.06
8	2026	139,112.89
9	2027	143,286.28
10	2028	147,584.86
11	2029	152,012.41
12	2030	156,572.78
13	2031	161,269.97

- Revenue Share

- The Revenue Share Payment shall be:

Twenty percent (20%) of the first Five Hundred Thousand Dollars (\$500,000.00) of Manager’s Net Revenue (as defined below);

plus

Twenty-Five percent (25%) of the next Five Hundred Thousand Dollars (\$500,000.00) of Manager’s Net Revenue;

plus

Thirty-Three and Thirty-Three One Hundredths percent (33.33%) of all of Manager’s Net Revenue in excess of One Million Dollars (\$1,000,000.00).

The Annual Fee paid and received by the Town shall be deemed to be an operating expense of the Manager and therefore deducted from Manager’s Net Revenue in the calculation of the Revenue Share Payment.

- Revenue share shall be due on or before December 15 each year.

- Net revenue

- Operating expenses are the reasonable usual and customary expenses

- Year-round and seasonal salary and payroll
  - Brody salary to be capped at \$150,000/yr and increasing by 3% per year
  - Mark Taylor consulting fee capped at \$30,000 for first year only. Not part of operating expenses after first year.
- Employee benefits
- Payroll taxes
- Camp program
- Sales and marketing
- Food and beverage

- Building and ground maintenance
  - Custodial/janitorial
  - Landscaping
  - Properly procured third party contractors
  - Travel and transportation
  - Bank and cred card feeds
  - Insurance
  - Utilities
  - Capital expenses as approved by Town
  - Not to include taxable profit or value of scholarships
- Record Keeping
  - Audited financial statement by November 15 of each year
  - Within 30 days town may elect to audit the books to determine accuracy of revenue share payment
    - Must be conducted by CPA with 10 years of experience
  - If dispute occurs, Town auditor and Manager auditor will meet to attempt to resolve
    - If not resolved two auditors will appoint a neutral third-party auditor to make a binding determination
- Camp Scholarships
  - At least 10
  - In the event that the Manager receives approval from the Planning Board to increase its daily camper capacity to above 600 per day, then the number of scholarships shall be not less than the number of additional campers above 600 that are approved, up to 650 campers.
  - Eligibility: Resident, sliding scale tuition rate, formula to be determine between manager and town social worker.
  - Minimum rate \$400 for two week session.
- Permitted uses
  - Operation of summer day camp
  - Programmatic activities
  - Resident access
  - Special events
  - Year-round housing for staff
  - Alcohol for events if valid license
  - No firearms on the Property (excludes lawful possession in residences)
- Repair and Maintenance
  - Shall be responsible for management, maintenance and oversight of all Residences, buildings, grounds, roads, pools, ponds, facilities and equipment on the Property including maintenance, repairs, cleaning, janitorial and custodial services, trash collection and disposal, lawn mowing, tree maintenance and removal, if necessary (provided, however, that any removal of non-distressed or non-diseased trees shall require the prior approval of the Town's Tree Warden), Spring clean-up, and all care, maintenance and management of the pools and ponds, snow removal/ice treatment in

- paved parking lots or walkways necessary to access the Residences or buildings used by the Manager, and security for the Property.
- The Manager shall be permitted to treat the Property for pests and insects in accordance with applicable law and sound industry practice in the context of operation of a children’s day camp, residential use, and access to the Property by the general public.
  - The Town shall have no obligation to maintain the Property or make repairs, replacements or capital improvements thereon.
  - 
  - ADA
    - If deemed necessary for camp, Manager funds modifications at Town’s direction.
    - If deemed necessary for town programming, town funds modifications
  - Utilities
    - Manager responsible
  - Capital Improvements
    - Any repairs under \$9,999 are considered maintenance and shall be completed by the manager at their own expense and direction.
    - Capital projects are repairs and improvements to the Property that cost in excess of Nine Thousand Nine Hundred Ninety-Nine Dollars (\$9,999) and are (i) necessary structural repairs and replacements to the load-bearing walls and foundations of structures; (ii) significant repair and replacement of roofs of structures; (iii) the non-routine repair, and replacement of mechanical systems for supplying electricity, gas, hot water, heat and air conditioning of structures, and (iv) any other cost that can be capitalized in accordance with Generally Accepted Accounting Principles (“GAAP”).
    - Upon determining capital need, manager promptly notifies town. Need written consent of town, town determines procurement methods, and manager covers all costs unless otherwise agreed.
    - If project costs over \$20,000 a cost allocation of depreciation amortization schedule shall be created in case the agreement is terminated for reasons other than default.
  - Personal property
    - Personal property being accepted as is
    - Manager entitled to use
    - Manager must replace at own expense, but new property stays with manager at termination
    - Inventory each year
    - Manager agrees to reasonably allow town to use property for programming
  - IP
    - Manager and Town have license to use until closing
    - At end of IP given is returned to Town
    - Right of first refusal if town decides to sell IP and receives a bona fide offer from third party after expiration of this contract
  - Insurance and Indemnity
    - The Town will be a “named insured” on the Manager’s policies. The Town will have the same coverage as the Manager (excludes worker’s comp).

- Breach and Termination
  - Default
    - Fails to obtain permit or license
    - Fails to pay (30 days to cure)
    - Fails to remain in good standing as corporation (30 days to cure)
    - Fails to maintain insurance
    - Fails to comply with terms and failure continues for ten days after notification.
      - 30 day cure period if can't legally operate camp, 90 days for other failures



SEWATARO CONTRACT QUESTIONS AND ANSWERS

Q. I surmise that the only way residents can use the swimming pond is in the context of a Programmatic Activity (cost sharing TBD) or one of the few Events. Can you describe a way that residents will be able to swim at Sewataro on summer weekends in 2020 and how much it will cost?

A: Given the very short time frame that we've had to negotiate the agreement, we were not able to get into details to that level of specificity. The discussions have been around the manager working with the Town, perhaps the Parks and Rec Department, to develop the "programmatic activities" that the Town would like. Based on the discussions we've had, Scott has expressed the desire to develop a mutually beneficial relationship where a multitude of opportunities are available to the residents. He has not ruled anything out. He has also expressed that additional costs associated with programmatic activities would be "at cost" without mark up or profit. Programmatic activities can be addressed by amendments to the contract to the extent necessary.

Q. Section 1.2.1

- How many people can live in each home/residence? Do they need to be related? Will they live in the homes year round? Will they have CORI/SORI background checks? Will this information be available to the Town?

A: Limitations on residence will be determined by the building code. Residents must be camp employees and their families (where applicable). We did not define "family". All employees and family members over age 18 will be subject to CORI/SORI background checks. Compliance is managed through the Board of Health.

- Will the children (if any) attend Sudbury Public Schools?

A: Children of residents will be eligible to attend Sudbury schools.

Q. Section 1.2.2

- Does the camp season of June 1-August 31 include camp set-up/breakdown?

A: Yes.

- Can we get a Google Map of the camp with the "Camp Season Public Access" clearly outlined?

A: The Engineering Department is working on a plan of land.

Can there be cross-country skiing, sledding and ice skating on the recreational pond?

A: Pursuant to mutual agreement of the Town and Manager

Q. Section 1.2.3

- RE: Property outside of camp session: can we have a Google Map that clearly outlines areas that cannot be accessed by the public?

A: The Engineering Department is working on a plan of land.

- Who will be responsible for managing the property during public access? Including recreational pond? Will Manager provide kayaks, SUPs, etc. Is catch and release fishing allowed?

A: Pursuant to mutual agreement of the Town and Manager

- Please confirm that there is no swimming allowed for the public during anytime of the year, including in the recreational pond. When will pools/swimming areas be drained each year?

A: Pursuant to mutual agreement of the Town and Manager

- Does the recreational pond need to be made ADA compliant in anyway if accessed by the public?

#### Section 1.2.4

A: Based on the building inspector's review, no modifications are presently needed.

- Is there a minimum number of days that the public can access the property?

A: Access is every day, year-round, subject to select events that may otherwise preclude it.

#### Section 1.2.5

- Regarding at least two public events to include a Fall event and an Independence Day event. Can there be fireworks? At the Manager's expense? Is this an operating expense before Manager's net revenue?

A: Manager desires to host fireworks events. That would be an operating expense.

#### Section 1.2.6

- Programmatic events include Exhibit 1-8 on p. 25.

#### Section 1.2.7

- No pets other than those residing in residential homes. How will the public/campers be protected from pets in the residential homes?

A: Pets and their owners in the Residences will be treated the same way as any other pet and owner is within the Town.

#### Section 2.2

- Only after initial 3 yrs, Brody's owner's compensation increases 3% annually. However...

#### Section 3.1.1

- States that Brody's salary/compensation in year one is \$150,000 increases 3% to \$154,500 in year two and increases 3% to \$159,135 in year three of initial agreement. Why is Salary Limit chart on page 27 different? This is also not consistent with Section 2.2.

A: The exhibit sent with the last draft was labelled incorrectly. The exhibit is the schedule of the Annual Fees to be paid to the Town. Brody's salary can increase a maximum of 3%/year and is treated as operating expenses.

- Travel and transportation – is this limited to camper transportation costs? Sewataro costs were \$221,739 in 2018, \$216,016 in 2017, \$199,030 in 2016

A: The Manager’s itemization of transportation cost categories should be the same as from Mark Taylor’s financials.

- Bank and credit card fees – Sewataro fees were \$79,210 in 2018, \$84,959 in 2017, and \$75,039 in 2016
- Further, current property owner to receive consulting fee of \$30,000 for first year and included in operating expenses (reducing net revenue to Town).
- Is it correct that the Town can renegotiate a higher annual fee after the initial term of three years?

A: No.

What if Manager wants to renegotiate for a longer term agreement with the first three years?

A: Subject to mutual agreement by the parties.

#### Section 3.1.2

- Note: Programmatic fees reduce Manager’s Net revenue.

#### Section 4.1

- What is legal definition of “gender”? What if camper doesn’t identify as male or female? Is this covered under the non-discrimination Section 11.1?

A: The contract now refers to gender identity. Discrimination based on gender identity is prohibited.

#### Section 4.2

- What are the income levels?

A: To be determined in consultation with the Town

#### Section 6.2

- Will the recreational pond require ADA access? Who pays? How much will this cost?

A: The building inspector has not identified any areas requiring modification to be ADA compliant.

- Is handicap parking required for all areas that are accessible by the public? Does the town pay for this?

A: We will investigate this further.

- Who pays for septic repair/upgrades?

A: The Manager

- What personal property will be available to the town? Kayaks, SUPs?

A: Pursuant to mutual agreement of the Town and Manager

Q: Will there be an approved property maintenance schedule?

A: No. The Manager is responsible for all maintenance

Q: Can Brody include transportation fee in tuition similar to Everwood/Sharon?

A: Campers pay for transportation. The net bussing for purposes of operating expenses cost is zero as the campers pay what the buses actually cost.

Q: Can Town park buses at Sewataro during camp season?

A: No

- 1.2.1 Why was Brody opposed to more land being available for public access during camp season? It appears to be primarily recreational pond and a field to the right. Is that correct? What will citizens be able to do there? How can they use the recreational pond?

A: The area available during camp season is limited because of security concerns over camp equipment and camper personal property that is generally not secured. There is no stated limitation on use of the allowed use area other than as the Town may regulate.

- 1.2.2 Is it correct that Camp Season Public Access does not include tennis and basketball courts as well as ability to walk around property?

A: Yes, other than as the Town and the Manager may agree.

- 1.2.2 and 1.2.3 How will public access area be marked? Is there a map or photo that can give us a better sense of what it is? Can we visit and see?

A: The Manager proposes to install split rail type fences and signage to demarcate the boundaries. The Engineering Department is working on a plan of land.

- 1.2.4 During non-camp season public access how will citizens know boundaries to houses? Will yards be marked?

A: Appropriate fencing and signage.

- 1.2.4 Will there be trash cans for the public?

A: No. Trash and all other items are carry in, carry out.

- 1.2.5 Do "programs" outside of Camp season that can be scheduled include multi-week Park & Rec programs? Or are these one-day type of events?

A: The Manager is open to both, subject to mutual agreement of the parties.

- 1.2.7 Why are pets prohibited?

A: To avoid risk of pet waste on the property.

- 3.1.1 What do you mean by “Operating Expenses shall not include Manager’s taxable profit?”
  - A: The profit at the end of the year cannot be charged as an operating expense.
- 3.1.1 Is the salary and other compensation to Scott Brody his personal compensation or to his enterprise? Why is compensation at end (chart) different?
  - A: It is his personal compensation. The chart included in the last draft was mislabeled.
- 3.4 How often will Manager be willing to meet with Town to review financial records? Says from time to time.
  - A: To the extent reasonably necessary.
- 4.1 Do they have no prediction about what average scholarships will be? Can they give an expected range?
  - A: Camper tuition is expected to be similar to the 2019 season. \$400 per 2 week session is the minimum tuition of a scholarship camper.
- 5.1 Are firearms permitted to be stored on the property?
  - A: Only in the residences pursuant to requirements of law. The Manager may elect to prohibit firearms in the residences.
- 6.2 Will ADA compliance updates be needed for public use?
  - A: The Building Inspector has not identified any compliance issues.
- 6.4.3 Is it saying that capital costs >\$20K will be shared by Town?
  - A: The cost allocation amortization model is intended to avoid the Manager solely incurring a significant capital expense at or near the end of the contract term.
- 7.3 For personal property if say a boat is broken and then replaced by manager, it then always remains the manger’s boat even if the whole deal is ended after 3 years?
  - A: Yes. The Manager would pay for the new boat.
- 8.3 Is “Sewataro Inc.” Brody? If deal is ended after 3 years does IP stay with Town? Has the IP been valued? (Since there is discussion about selling).
  - A: Camp Sewataro Inc. is a corporation owned by the Taylor family. All assets of Camp Sewataro Inc. will be donated to the Town at Closing. The Town will continue to own the IP at the end of the Term.
  - Camp Sewataro LLC is the new entity owned by Scott Brody which will be the managing entity.

- 9.6 Does the Town need to take out additional insurance for Town events or programs? Will Brody's coverage apply during those times?

A: No. The Town will be covered under the Manager's property to the same extent as the Manager is covered, except for worker's compensation, etc. The policy will apply year-round.

- 10.1 Will the camp require a new license by the Board of Health to move forward?

A: Yes.

- 13.1 Is chemical treatment of the ponds currently in line with Environmental Law? Has this been investigated?

A: The Board of Health is responsible for compliance of the waterfront areas.

- What happens if maintenance (particularly landscaping) is not considered sufficient by the Town?

A: The Town may request that the Manager address the issue in question.

- For ADA compliance, if we choose to do an audit will Manager contribute toward that cost?

- Will individuals who live in residences have CORI and SORI checks?

A: Yes, if 18 years or older.

- Was town aware of email sent to camper families on Friday 9/6 that alluded to ongoing deal being negotiated? Was it authorized by the Town?

A: Yes. It was authorized to be released.



**TOWN OF SUDBURY, MASSACHUSETTS**

**REQUEST FOR PROPOSALS**

**MANAGEMENT OF CAMP SEWATARO**

**Proposals due July 31, 2019 at 11:00AM**

**UPDATED 7/24/2019**

# MANAGEMENT OF CAMP SEWATARO RFP

## TABLE OF CONTENTS

INTRODUCTION .....	4
PRE-PROPOSAL CONFERENCE .....	4
GENERAL TERMS AND CONDITIONS .....	4
SCOPE OF SERVICES .....	5
INSTRUCTIONS TO PROPOSERS .....	7
INSURANCE REQUIREMENTS .....	8
TECHNICAL PROPOSAL - MINIMUM CRITERIA .....	9
TECHNICAL PROPOSAL - COMPARATIVE EVALUATION CRITERIA & STANDARDS	10
EVALUATION OF PROPOSALS AND AWARD OF CONTRACT.....	11
MISCELLANEOUS .....	12
A. AMENDMENTS/MODIFICATIONS TO PROPOSALS .....	12
B. WITHDRAWAL OF PROPOSALS .....	12
C. REJECTION OF PROPOSALS .....	12
D. ADDENDA.....	12
E. REQUEST FOR INTERPRETATION .....	12
F. CONDITIONS.....	13
EXHIBIT A: DESCRIPTION OF INTENDED USE.....	13
EXHIBIT B: STATEMENT OF QUALIFICATIONS .....	13
EXHIBIT C: CERTIFICATE OF NON-COLLUSION.....	15
EXHIBIT D: TAX COMPLIANCE CERTIFICATION.....	15
EXHIBIT E: CERTIFICATE BY CORPORATE AUTHORITY TO SIGN CONTRACT .....	16
EXHIBIT F: RFP ADDENDA RECEIPT PAGE.....	17
EXHIBIT G: CAMP SEWATARO PRICE PROPOSAL.....	18
APPENDIX A: CURRENT SITE PLAN .....	19
APPENDIX B: LIST OF BUILDINGS.....	20

The Town of Sudbury invites sealed proposals from proposers for:  
Management of Camp Sewataro

Proposals will be received until 11:00AM on July 31 at the Board of Selectmen's Office, Sudbury Town Offices, 278 Old Sudbury Road, Sudbury, MA 01776.

Contract documents are available at the Board of Selectmen's office or can be requested via email at [frankl@sudbury.ma.us](mailto:frankl@sudbury.ma.us)

Award will be made to the most advantageous proposer for services.

The term of the contract shall be for three years beginning in August 2019. The term commencement date is subject to change. The Town shall have the option at its sole discretion to extend the agreement for two (2) additional five-year terms.

All proposals are subject to the provisions of M.G.L. c.30B.

All proposals shall be submitted as follows: one (1) original and three (3) paper copies of the technical proposals and one (1) original and three (3) paper copies of the price proposals.

The Town may reject any and all bids as may be required or permitted in accordance with the above referenced General Laws. In addition, the Town reserves the right to waive minor informalities in any or all bids, or to reject any or all bids if it be in the public interest to do so.

## INTRODUCTION

The Town of Sudbury (Town) is seeking proposals for a Contractor to manage day camp programming to be offered at Camp Sewataro located at 1 Liberty Ledge in Sudbury, Massachusetts. In order to be considered, the proposers must submit a plan describing how these camp services are to be provided in accordance with access for the general public and other town uses. The successful proposer must have at least five years' experience providing comparable programs in Massachusetts or surrounding states. Additional requirements are set forth in this Request for Proposals.

Camp Sewataro has been in operation since 1960 as a summer day camp. On June 5, 2019, the Town voted to acquire the Property for \$11,269,700. The camp plans to run its normal operations in summer 2019, and the Town plans to close on the acquisition of the property and accept the donation of camp assets in October, 2019. The camp consists of approximately 46 acres located at 1 Liberty Ledge, just southwest of the intersection of Haynes Road and North Road. The camp operates under a Special Permit granted by the Town of Sudbury's Zoning Board of Appeals. In order to operate a summer day camp at the facility, the proposer would be required to acquire a Special Permit. According to current owner Mark Taylor, the camp, which started with 25 campers, now provides programming for more than 1200 campers each summer between the ages 4 to 14. The camp is popular with families in Sudbury, nearby towns, and as far as Boston and Wellesley.

The property is located in the Single Residence A Zoning District. There are two wetlands located on the site, both of which are ponds that comprise approximately 3.2 acres. The property contains multiple camp buildings and accessory structures as well as three residences. The total building square footage amounts to 30,400 square feet. In addition to the two ponds, the property has 4 outdoor pools, two basketball courts, two tennis courts, a horseback riding arena, two soccer fields, one lacrosse field, and one softball diamond, as well as various other activity spots. There are 25 buildings across the site, some of which are sheds.

## PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on July 23 at 5:00 PM at Camp Sewataro site for all persons interested in viewing the site. Although attendance is not mandatory, participation may provide insight useful for proposal preparation. The site is not yet Town-owned so please do not access the site without permission.

## GENERAL TERMS AND CONDITIONS

The following are the Terms and Conditions of the RFP:

- The RFP is being issued by the Town Manager on behalf of the Town of Sudbury, c/o Flynn Building, 278 Old Sudbury Road, Sudbury, MA 01776. Questions or comments

- will be accepted via email at [frankl@sudbury.ma.us](mailto:frankl@sudbury.ma.us).
- The Chief Procurement Officer has determined that in order to select the most advantageous proposal, comparative judgments relating to the proposer's background, experience and professional history, in addition to the price will be necessary. It is essential that the Town retain the services of a contractor with the appropriate background to operate a successful camp and operate property and facilities.
  - Proposals shall consist of **1) Technical Proposal**, which is fully responsive to the Request for Proposals with the exception of the Proposer's Price and **2) Price Proposal**. The Town's Evaluation Committee shall review, evaluate and rate each proposer's Technical Proposal. After the review and when the Evaluation Committee's written evaluations are complete, the Town will open the price proposals. The Proposal offering to pay the highest payment may not necessarily be the most advantageous proposal when other qualifications and proposals merits are considered.
  - The Town assumes no liability for any costs incurred relevant to the preparation and submission of the RFP response by any Applicant or any other costs prior to the selection of an Applicant.
  - In the event it becomes necessary to revise any part of this RFP, revisions will be provided to all who received the RFP directly from the Town Manager's office.
  - Schedule: Key Dates for this proposal
    - Wednesday July 10: RFP released
    - Wednesday, July 23: Site visit at 5PM
    - Wednesday, July 31: Proposal Submittal Date
    - Week of August 5: Proposer Interviews
    - August 9: Evaluations due and recommendation made to Board of Selectmen
    - August 12: Contract Award
  - The Town of Sudbury will hold a license to the Intellectual Property for the camp prior to its acquisition of the property which may be used by the selected proposer in preparation for the 2020 camp season. If the property purchase does not close, that license will terminate and the contract for management of the Camp will also terminate. The selected proposer will perform at risk.

## SCOPE OF SERVICES

Camp Sewataro currently offers summer camp programming to 600 school aged campers a week. The Camp takes place on the grounds at 1 Liberty Ledge in Sudbury, Massachusetts. The Contractor will be responsible for all aspects of camp operations and buildings and grounds, including without limitation, registering participants, handling monies, and all general operations of the camp's programs, including personnel. The Contractor must be willing to work in a large space that is multi-faceted and return that space to its current condition at the end of the contract term, less any improvements. The Contractor must be willing to include in its proposal public access to the facility during non-camp hours and during camp hours as described in the proposal.

Proposer should identify which buildings it plans to use as part of proposal, and whether un-used building could be used for Town purposes.

*Program Overview:* Summer day camp runs from the end of June through the end of August weekly. Other camp proposals, including for school vacations, etc. will be considered as well.

*Maintenance:* The Contractor will accept all property and facilities “as is” in their presently existing conditions and will strive to return these spaces to the conditions they are found in. If the Contractor determines the buildings require any maintenance or upgrades, including for ADA accessibility, those repairs or improvements will be made at the direction of the Town and paid for by the Contractor.

*Equipment:* The Town will supply camp equipment that is being gifted by owner. An inventory of the equipment as it exists today will be included as an Appendix to this document. Equipment will be inventoried and accounted for at the end of each camp season. At the discretion of the Town, some of this equipment may be made available to residents during non-camp hours. The Contractor may supply any other equipment it deems necessary. That equipment will remain the property of the contractor, and the Town is not responsible for any damage to that equipment.

*Camp Licensing:* The Contractor must obtain and show proof of a camp license issued by the Town of Sudbury Health Department prior to opening in 2020. The Contractor may also be required to receive a Special Permit from the Town to operate the camp prior to opening in 2020 and should complete any due diligence to this effect.

*Current Program Statistics:* In 2018, the Camp had revenues of \$3,328,380. The total excess revenue after camp related expenses was \$1,014,357. Included in camp expenses were items like year round maintenance, insurance and real estate taxes. The Camp Sewataro Statement of Profit and Loss is available on the Town website for review. The Camp operates eight weeks per year. They have four full time employees and 175 seasonal employees. The Camp serves 1200 campers per summer, with 600 per day. Weekly tuition varies from \$670-\$810 per week for the 2019 season.

*Other related costs:* The Contractor shall be responsible for year-round insurance on the property. In addition, the Contractor is expected to support the Town with scholarship assistance for campers with financial needs for ten campers per summer. The contractor will be required to do routine maintenance including cleaning, trash collection, spring clean-up, snow removal and mowing, as well as caring for the pools and ponds year round.

*Contractor requirements:* A. Both the Contractor and the Camp Director must have a minimum of 5 (five) years of experience serving public entities or school entities in camp management. B.



Contractor must show financial and operational stability and provide a profit and loss statement for the two prior years. C. Contractor must have experience in successful implementation of Massachusetts Summer Camp Regulations. Please include a list of Board of Health contacts and list of towns/organizations contractor has worked with.

*Personal Property available to contractor:* Tangible personal property owned by the Town to be included as part of this agreement. Tangible personal property shall be inventoried at the beginning and end of every summer season. Tangible personal property shall be returned to Town at end of summer season. Some tangible personal property may be available for public use pending agreement between Town and Contractor during periods outside Contractor's intended use.

Intangible personal property of Sewataro owned by the Town is to be included as part of this agreement. These include all rights to title and interest in and to Sewataro's business names, and intellectual property, including but not limited to internet domain names, trademarks, service marks, trade names, logos, corporate names, client lists and registrations, copyrights (registered or unregistered), applications for registration thereof, and other similar protections. Intangible personal property shall be inventoried at the beginning and end of each contract term. Intangible personal property shall be returned to Town at end of contract term.

## INSTRUCTIONS TO PROPOSERS

This RFP is being issued by the Town of Sudbury. Inquires involving procedural or technical matters should be directed to:

Town of Sudbury  
Leila Frank, Chief Information Officer  
278 Old Sudbury Rd  
Sudbury, MA 01776

Or

By email: [Frankl@sudbury.ma.us](mailto:Frankl@sudbury.ma.us)

All Proposals must be submitted in accordance with Massachusetts General Law Chapter 30B to the Chief Procurement Officer in the Board of Selectmen's Office, in the Flynn Building, 278 Old Sudbury Road, Sudbury, MA 01776 no later than Wednesday July 31 at 11 AM. Faxed proposals will not be accepted.

Proposals shall be in two parts: **1) Technical Proposal**, which shall consist of all information responsive to this RFP and **2) Price Proposal**, which shall consist solely of the proposed fee plus

a percentage of the net revenue that the contractor will pay the Town. Please ensure that the Technical and Price Proposals are submitted in separate sealed envelopes. A Technical Proposal that includes Price Proposal information may be rejected as non-responsive.

Envelopes should be marked: 1) Technical Proposal: Camp Sewataro and 2) Price Proposal: Camp Sewataro

The technical proposal shall have a table of contents and should include documentation that the proposer satisfies the minimum criteria set forth in this RFP and all other information requested in this RFP other than price.

All or part of the successful proposal may be incorporated into the final contract.

## **INSURANCE REQUIREMENTS**

During the term of any agreement, Contractor shall maintain in full force and effect at its own cost and expense the following minimum insurance coverage:

- A. Commercial General Liability insurance must be provided by insurance companies authorized to do business in the Commonwealth of Massachusetts.  
A Certificate of Insurance indicating this coverage (see below) must be submitted prior to signing any contract. Coverage should Include Sexual and/or Physical Molestation Coverage. The Town shall be named as additional insured on the Contractor's Policies with not less than the following limits:
  - General Liability of at least \$1,000,000 Occurrence and a \$3,000,000 Annual Aggregate Limit.
  - Products - completed operation aggregate \$1,000,000
  - Personal and advertising - injury \$1,000,000
  - Each occurrence \$1,000,000
  - Fire damage \$100,000
  - Medical expense \$5,000
 Coverage provided under the commercial general liability policy shall apply exclusively to the operations provided under the Camp Sewataro Management Agreement to be entered into by the successful proposer.
- B. Automobile Liability of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Municipality should be named as an Additional Insured.
- C. Worker's Compensation insurance as required under the Laws of the Commonwealth of Massachusetts.
- D. Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Municipality should be named as an Additional Insured.
- E. The Town shall be named as Additional Insured on all policies obtained by the

management firm other than Worker's Compensation. All policies shall be obtained from companies licensed to conduct business in the Commonwealth of Massachusetts.

F. Property Insurance: The Town shall be named as Additional Insured on all policies.

All Proposals **must include** the following information to be considered valid. If any such information is not provided at the time of filing, the application will be deemed incomplete.

## TECHNICAL PROPOSAL - MINIMUM CRITERIA

All proposals must have a section in their proposal labeled MINIMUM CRITERIA and must provide all necessary documentation as evidence that they meet each of the following minimum criteria in order to be considered for further evaluation. If you have placed your documentation elsewhere in this Technical Proposal, you shall indicate the page number where that documentation can be found within your Technical Proposal. If documentation or identification of page number is not clearly evident for each criteria, the proposal may be deemed unresponsive.

Proposers not meeting the Minimum Criteria may be eliminated from further consideration.

1. Contractor must be a Massachusetts company/corporation (a 'C' corporation, LLC entity unto itself) or a foreign corporation with ownership that has been in place for at least five (5) years.
2. Contractor has a minimum of five (5) years' favorable experience providing camp management services for public school districts, cities, towns, or community education organizations, and must have at least three (3) references from comparably-sized programs.
3. Approved license to run a camp as issued by the local Board of Health. Commonwealth of Massachusetts preferred.
4. Bidders Qualifications and References Form (Exhibit B)
5. Executed Certificate of Non-Collusion (Exhibit C)
6. Executed Attestation - Certificate of Compliance with State Tax Laws, M.G.L. c. 62C, §49 (Exhibit D)
7. IRS W-9 Form
- Updated 7/24/19:*
8. Description of Intended Use (Exhibit A)
9. Certificate by Corporate Authority to Sign Contract, if applicable. (Exhibit E)
10. RFP Addenda Receipt Page (Exhibit F)

## TECHNICAL PROPOSAL - COMPARATIVE EVALUATION CRITERIA AND STANDARDS

Proposals which meet or exceed the Minimum Criteria will be evaluated and rated on the basis of the following Comparative Criteria. The Town reserves the right to ask any proposer to provide additional supporting documentation in order to verify a response.

Ratings of Highly Advantageous (HA); Advantageous (A); or Not Advantageous (NA) will be given to each of the following criteria for each proposer. A composite rating will then be determined. A composite rating of Highly Advantageous or Advantageous may be assigned only if a proposal has received at least one such rating among the criteria listed below. To the extent that an Evaluation Criterion requires the certification of fact, the proposer's certification as to that fact shall be an adequate response provided, however, that on request the proposer shall provide to the Town such evidence as the Town may request to support that fact.

### 1. Interviews

The Evaluation Committee will schedule interviews with all proposers who have met the Minimum Criteria and are responsive to this RFP. At the start of the interview, the proposer will have up to fifteen (15) minutes to present a company background and presentation. The Evaluation Committee will prepare five (5) questions, which will be asked of all proposers after the presentation. The Evaluation Committee may also ask additional questions.

**Highly Advantageous:** Proposer representative(s) were present, communicated a comprehensive plan of action, and successfully responded to all five (5) questions from the Evaluation Committee and sufficiently answered any additional questions posed by the Evaluation Committee.

**Advantageous:** Proposer representative (s) were present, communicated a comprehensive plan of action, and successfully responded to a minimum of four (4) of the five (5) questions from the Evaluation Committee and sufficiently answered any additional questions posed by the Evaluation Committee.

**Not Advantageous:** Proposer representative (s) were present but did not communicate a comprehensive plan of action or successfully responded to fewer than four (4) of the five (5) questions from the Evaluation Committee and did not sufficiently answer any additional questions posed by the Evaluation Committee.

### 2. Experience – Summer Camps

Specify programming plan for Camp.

Proposer must have run each of these programs in other municipalities or facilities for a minimum of five (5) years.

Plan must include which programs have been offered and for how many years.

**Highly advantageous:** Specify a minimum of seven (7) various summer camp programs proposer has offered other municipalities/organizations for a minimum of five (5) years.

Advantageous: Specify four (4) to six (6) programs proposer has offered other municipalities/organizations for a minimum of five (5) years.

Not Advantageous: Fewer than four (4) programs and/or proposer has fewer than five (5) years of experience managing each.

### 3. Management Expertise

Provides detailed background, experience, and roles of Proposer Owner and Camp Director.

Highly advantageous: Camp Director has more than five (5) years of experience directing a summer camp as a full-time employee. Proposer has a detailed immediate response back-up staff plan and offers qualified candidate(s) to back-up Director and other staff.

Advantageous: Director has three (3) to five (5) years of experience summer camp programs as a full-time employee. Proposer has a detailed immediate response back-up staff plan and offers qualified candidate(s) to back-up Director and other staff.

Not Advantageous: Camp Director has less than three (3) years of experience managing camp programs and/or has not provided a detailed immediate response back-up staff plan.

### 4. Experience working with community or other stakeholders developing and executing a plan for public access

Highly advantageous: Proposer has successfully worked with other entities for public access and lays out a practical plan for facilitating or restricting public access to managed property during different seasons and times in proposal.

Advantageous: Proposer has not worked with other entities for facilitating, but lays out a practical plan for public access in proposal.

Not advantageous: Proposer has not laid out a practical plan for public access in proposal.

## **EVALUATION OF PROPOSALS AND AWARD OF CONTRACT**

The contract will be awarded to the responsive and responsible proposer offering the most advantageous proposal, taking into consideration all evaluation criteria as well as price. Any proposers who submit a fee proposal that is abnormally low or high, as determined by the Town, may be rejected as unrealistic. All proposals shall remain firm for 60 days after the deadline for submission of proposals. Proposers may be investigated by Town to determine if they are qualified to perform the contract.

## MISCELLANEOUS

### A. Amendments/Modifications to Proposals

The Applicant may, at any time prior to the deadline for submission of the Proposals, amend or modify a Proposal by submitting the amendment/ modification in a sealed package containing one (1) original and one electronic copy of the amendment /modification and clearly marked with the following information:

TITLE: “Amendment to SEWATARO REQUEST FOR PROPOSALS”

FROM: Name and Address of Applicant-candidate(s)

TO: Town of Sudbury

c/o Sudbury Town Manager

Flynn Building

278 Old Sudbury Road

Sudbury, MA 01776

### B. Withdrawal of Proposals

Any Applicant may withdraw his/her/their Proposal at any time prior to the deadline established in this RFP. Those wishing to withdraw a Proposal must provide a written authorization and/or acknowledgment that the Proposal is being withdrawn and that the Town is not held responsible for any damage as a result of the Proposal withdrawal.

### C. Rejection of Proposals

The Town reserves the right to reject any or all Proposals.

### D. Addenda

Any addenda to the RFP will be sent by mail or email to those who received a copy of the RFP from the Town of Sudbury. The Town will not be responsible for notifying anyone who received a copy of the RFP from anyone other than the Town Manager’s office. Proposers are solely responsible for ensuring that the Town Manager’s office has its proper contact information. If it is not possible to notify all parties who officially received an RFP prior to the deadline for submission, the Town reserves the right to extend the deadline for submission. Any and all supplemental instructions will be in the form of written addenda to the RFP and, if issued, will be sent with a signed receipt requested, no later than three (3) days prior to the date fixed for the opening of proposals (see Exhibit F). Failure of any Proposer to receive any addenda shall not relieve the Proposer from any obligations under the proposal as submitted. It will be the Proposers’ responsibility to periodically check the Town of Sudbury website for updates/addenda to the RFP.

### E. Request for interpretation

No oral interpretation of the meaning of RFP requirements, zoning regulations, or property conditions will be made. Every request for such interpretation shall be in writing



addressed to the Town of Sudbury, c/o Sudbury Town Manager, Flynn Building, 278 Old Sudbury Road, Sudbury, MA 01776 or at [frankl@sudbury.ma.us](mailto:frankl@sudbury.ma.us) and, to be given consideration, must be received seven (7) days prior to the date fixed for the opening of proposals. Failure of any Proposer to receive any interpretation shall not relieve the Applicant from any obligations under the proposal as submitted.

## **F. Conditions**

Submission of a proposal in response to this RFP constitutes an agreement by the Proposer in any subsequent contract from the Town to be bound by and comply with all provisions of the entire RFP, including the following conditions, which shall survive the execution and acceptance of a management contract:

Please submit the following:

### **EXHIBIT A: DESCRIPTION OF INTENDED USE**

A. Required: Description of intended use of the Site to include:

- Description of the activities to take place on the Site;
- Calendar of activities, include typical daily schedule(s) as applicable;
- Approximate number of participants and staff using the facility;
- List of buildings and areas required for activities;
- Proposed alterations and improvement plan for buildings and grounds;
- Plan for community use of and access to the buildings and grounds;
- Description of site preservation and conservation intent;
- Maintenance and custodial plan for buildings and grounds

B. Optional:

Additional information describing benefits available to the Town of Sudbury and its citizens as a result of the Applicant's tenancy.

### **EXHIBIT B: STATEMENT OF QUALIFICATIONS**

All interested Applicants should submit a statement of qualifications to include:

A. Required: An Applicant Background Statement to include:

- Firm name;
- Addresses, e-mail addresses and telephone numbers of all firm offices;
- Structure of firm, e.g. sole proprietorship, partnership, corporation, nonprofit;
- Size of firm;
- Years firm has been in business;
- Financial information in the form of a current financial statement and Balance Sheet;

- Information about the experience of the Applicant;
- Names of principals in firm;
- Educational and experiential background of principals;
- Qualifications for operation of proposed use;
- List of other similar activities managed or operated by Applicant;
- Listing of any actions (within the last 10 years) taken by any regulatory agency involving the firm or its agents or employees with respect to any work performed;
- Listing of any litigation (within the last 10 years) involving the firm or its agents or employees with respect to any work performed;
- Name of persons who can be contacted as references. At least three (3) references must be provided;
- Demonstration of ability to obtain all appropriate casualty/liability insurance coverage applicable to the proposal;
- List of Board of Health contacts and list of town/organizations contractor has worked with;

B. Optional:

More detailed descriptions, such as photographs or project brochures of specific activities referenced as relevant experiences, may also be included.

**EXHIBIT C: Certificate of Non-Collusion**

The undersigned certifies under the pains and penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Organization: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT D: Tax Compliance Certification**

Pursuant to M.G.L. ch. 62C, § 49A, the undersigned certifies under the pains and penalties of perjury that, to the best of their knowledge and belief, the Applicant, \_\_\_\_\_, is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Organization: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT E: Certificate by Corporate Authority to Sign Contract**

At a duly authorized meeting of the Board of Directors of the  
\_\_\_\_\_ (Name of Corporation) held on  
\_\_\_\_\_ (Date)

at which all Directors were present or waived notice, it was voted that,  
\_\_\_\_\_  
(Name) (Officer)

of this Company, be and hereby is authorized to execute contracts and bonds in the name and  
behalf of said company, and affix its Corporate Seal thereto, and such execution of any such  
Contract or obligation in this Company's name on its behalf by such  
\_\_\_\_\_ under seal of this company, shall be valid and binding upon  
(Officer)

this Company.

A TRUE COPY  
ATTEST: \_\_\_\_\_  
(Clerk)

PLACE OF BUSINESS \_\_\_\_\_

DATE OF THIS CONTRACT \_\_\_\_\_

I hereby certify that I am the \_\_\_\_\_ of the \_\_\_\_\_  
\_\_\_\_\_ that \_\_\_\_\_ is the  
duly elected \_\_\_\_\_ of said company, and that the above vote  
has not been amended or rescinded and remains in full force and effect as of the date of this  
Contract.

Name: \_\_\_\_\_

Corporate Seal: \_\_\_\_\_

Attachment3.c: Exhibit1\_KP-#696353-v1-SUDB- Camp\_Sewataro\_Management\_RFP\_FINAL\_7\_24\_19 (3434 : Vote on Sewataro agreement)

### EXHIBIT F: RFP Addenda Receipt Page

The undersigned acknowledges receipt of the following amendments to the RFP for the Sewataro Site, Sudbury, MA, dated \_\_\_\_\_, 20\_\_.

(Give number and date of each):

- Addendum No. 1 - Date 7/11/219
- Addendum No. 2 - Date 7/18/19
- Addendum No. 3A - Date 7/18/19
- Addendum No. 3B - Date 7/18/19
- Addendum No. 4 - Date 7/22/19
- Addendum No. 5A - Date 7/24/19
- Addendum No. 5B - Date 7/24/19
- Addendum No.     - Date
- Addendum No.     - Date
- Addendum No.     - Date

Failure to acknowledge receipt of all amendments may cause the submitted proposal to be considered non-responsive to the RFP, which will require rejection of the proposal.

Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Organization: \_\_\_\_\_

Attachment3.c: Exhibit1\_KP-#696353-v1-SUDB- Camp\_Sewataro\_Management\_RFP\_FINAL\_7\_24\_19 (3434 : Vote on Sewataro agreement)

### EXHIBIT G: Camp Sewataro Price Proposal

The undersigned proposes to pay to the Town:

Monthly fee: \_\_\_\_\_

and

Percentage of net revenue monthly: \_\_\_\_\_

Net revenues shall be revenues minus operating expenses and approved capital expenditures.

The undersigned agrees that, if selected, s/he will within five days (Saturdays, Sundays and legal holidays excluded) after presentation thereof by the Town, execute a contract in accordance with the terms of this bid. The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

Date \_\_\_\_\_

(Name of General Bidder) BY: \_\_\_\_\_

\_\_\_\_\_ (Printed Name and Title of Signatory)

\_\_\_\_\_ (Business Address)

\_\_\_\_\_ (City, State Zip)

\_\_\_\_\_/\_\_\_\_\_ (Telephone) (FAX)

\_\_\_\_\_ (E-mail Address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

This completed form shall be signed by an authorized representative of the proposer.

Price Proposal must be submitted in a separate, sealed envelope.

Attachment3.c: Exhibit1\_KP-#696353-v1-SUDB- Camp\_Sewataro\_Management\_RFP\_FINAL\_7\_24\_19 (3434 : Vote on Sewataro agreement)



# APPENDIX A: CURRENT SITE PLAN



Attachment3.c: Exhibit1\_KP-#696353-v1-SUDB- Camp\_Sewataro\_Management\_RFP\_FINAL\_7\_24\_19 (3434 : Vote on Sewataro agreement)

## APPENDIX B: LIST OF BUILDINGS

### Size and Square Footage of Residences and Camp Buildings

- 1) Dwelling (#1 Winter Office) approx. 50' X 60' = 3000 sq. ft., one story
- 2) Garage/Workshop 50' X 50' = 2500 sq. ft.
- 3) Equipment shed, gravel floor, 25' X 95', = 2375 sq. ft.,
- 4) Lawn Mower shed, gravel floor, 10' X 50', = 500 sq. ft.
- 5) Long House shelter, wood floor, 50' X 80' = 4000 sq. ft.
- 6) Arts & Crafts building/shelter 60' X 24' and 33' X 40' = 2160 sq. ft. total
- 7) Dwelling (#2 Summer Office) two floors, 25' X 50, = 2500 sq. ft. total
- 8) Dwelling (#3 Split level) approx. 33' X 65' 1<sup>st</sup> fl and 33' X 33' 2<sup>nd</sup> fl. Total square footage = 3254 sq. ft.
- 9) Dwelling (#4 Ranch) approx. 25' X 85'; 1 floor = 2125 sq. ft.
- 10) Dwelling (#6 Stable) 25' X 43', two floors, = 1075 sq. ft. dwelling and 1075 sq. ft. stable.
- 11) Tennis shelter, concrete floor, 24' X 30' = 720 sq. ft.
- 12) Meeting Hall shelter, wood floor, 30' X 50' = 1500 sq. ft.
- 13) Parent Driver shelter, gravel floor, 24' X 30' = 720 sq. ft.
- 14) Tiki Depot shelter, gravel floor, 12' X 35' = 420 sq. ft.
- 15) Raccoons Nest shelter, gravel floor, 12' X 35' = 420 sq. ft.
- 16) Bear Cave shelter, gravel floor, 24' X 35' = 840 sq. ft.
- 17) Waterfront Terrace, gravel floor, 12' X 20', = 240 sq. ft.
- 18) Bathrooms @ Pools 13' X 17' = 221 sq. ft.
- 19) Bathrooms @ Meadows 15' X 17' = 255 sq. ft.
- 20) Pool Filter house 13' X 15' = 195 sq. ft.
- 21) Tree house 20' x 20' = 400 sq ft

22) Cabin 14' x 20' = 280 sq ft

23) Activity Storage shed 14' x 30' = 420 sq ft

24) Dwelling at 213 Haynes Rd. 30' X 40', two floors = 2400 sq. ft

TITLE: "Technical Proposal for Management of Camp Sewataro"

FROM: Scott Brody  
K&E Camp Corporation  
239 Moose Hill Street  
Sharon, MA 02067

TO: Town of Sudbury  
Chief Procurement Officer  
Flynn Building  
278 Old Sudbury Road  
Sudbury, MA 01776

# TECHNICAL PROPOSAL FOR MANAGEMENT OF CAMP SEWATARO

## Table of Contents

**MINIMUM CRITERIA..... 3**

**TECHNICAL PROPOSAL – COMPARATIVE EVALUATION CRITERIA ..... 7**

**Exhibit A: DESCRIPTION OF INTENDED USE .....15**

**EXHIBIT B: STATEMENT OF QUALIFICATIONS.....25**

**EXHIBIT C: CERTIFICATE OF NON-COLLUSION .....34**

**EXHIBIT D: TAX COMPLIANCE CERTIFICATION .....35**

**EXHIBIT E: CERTIFICATE BY CORPORATE AUTHORITY TO SIGN CONTRACT.....36**

**EXHIBIT F: RFP ADDENDA RECEIPT PAGE.....37**

**EXHIBIT G: CORP RECORDS OF K&E CAMP CORP AND EVERWOOD CAMP PARTNERS LLC.....38**

**EXHIBIT H: RECENT EVERWOOD PROGRAM REFERENCES .....40**

**EXHIBIT I: LETTERS OF REFERENCE .....41**

**EXHIBIT J: YOUTH CAMP LICENSES .....45**

**EXHIBIT K: W-9 FORMS.....46**

**EXHIBIT L: K&E CAMP CORP FINANCIAL INFORMATION.....47**

Attachment3.d: Exhibit2\_KP-#696360-v1-SUDB- Sewataro - Brody\_RFP\_Technical\_Proposal (3434 : Vote on Sewataro agreement)



# TECHNICAL PROPOSAL

## MINIMUM CRITERIA

1. *Contractor must be a Massachusetts company/corporation (a 'C' corporation, LLC entity unto itself) or a foreign corporation with ownership that has been in place for at least five (5) years.*

K&E Camp Corporation is New Hampshire corporation (D/B/A Camps Kenwood & Evergreen), that was organized in 1996. K&E Camp Corporation owns and operates Camps Kenwood & Evergreen in Wilmot, New Hampshire. Scott Brody is the sole owner of K&E Camp Corporation. He is also the founder and principal owner of Everwood Camp Partners LLC, a Massachusetts limited liability company that was organized in 2009 (D/B/A Everwood Day Camp), located in Sharon MA. Should this proposal be accepted and should the Proposer be selected as the designated Contractor, his intention is to create a new corporation or limited liability company to serve as the operating company for this venture with Scott serving as the President and CEO of the new company and owning and controlling the new company. (See Corporate Records attached hereto as Exhibit G)

2. *Contractor has a minimum of five (5) years' favorable experience providing camp management services for public school districts, cities, towns, or community education organizations, and must have at least three (3) references from comparably-sized programs.*

Scott Brody, the principal owner and manager of the Proposer, has been a camp owner and director for 23 years. He owns and operates Everwood Day Camp and Camps Kenwood & Evergreen, and is a partner of IDEAS Education, which owns and operates 12+ camp programs in China. Scott is the current National Board Chair of the American Camp Association (ACA), the leading professional camp organization in the world, which accredits US camps and provides professional development opportunities for camp counselors, managers, directors and owners. Scott also serves on the Board of Directors of the ACA New York/New Jersey affiliate, the Foundation for Jewish Camp, and served as an Executive Board Member of the Partnership for 21<sup>st</sup> Century Learning in Washington DC until its recent merger with Battelle for Kids, which is a national not-for-profit organization committed to collaborating with school systems and communities to realize the power and promise of 21st century learning. Scott has won numerous awards in the camping profession, including the ACA National Service Award, the ACA National

Honor Award, and in March, he received the ACA Special Recognition Award for Outstanding Service to Organized Camping for his advocacy work in Washington DC, where he represents the Camp industry in lobbying efforts on Capitol Hill and at the White House.

The Kenwood & Evergreen and Everwood Day Camp programs were designed around Scott's work and research in the area of 21<sup>st</sup> Century Learning and college and career readiness. Both programs have been recognized by the Partnership for 21<sup>st</sup> Century Learning as "Exemplary 21<sup>st</sup> Century Learning Environments" after site review by independent observer teams of researchers, child development experts and Education Leaders. Both camps were the very first in the field to undergo this rigorous examination of program design, staff training and management, and research and evaluation to validate the learning and developmental outcomes that are central to their missions.

Everwood Day Camp (Everwood) has provided high quality day camp, leadership development, teambuilding and other educational and developmental experiences for members of the public since its founding ten years ago. During the summer, Everwood serves up to 900 children per week for its 9 to 10-week season with a staff of approximately 200. Since its founding, Everwood has grown rapidly, from 0 to its current population, becoming one of the largest summer camp programs in New England.

In addition to its summer camp programming for children aged 4 to 14, Everwood operates a teen leadership development program called "LEAD" and a Counselor-In-Training program for young staff. Everwood also provides programming for many school groups for teambuilding, leadership development, organized play and school transition purposes. Program partners include the Town of Sharon Public Schools (all schools in district), and the Towns of Foxborough Public Schools, Stoughton Public Schools, Millis Public Schools and Norwood Public Schools.

Everwood has close partnerships with many community organizations, including the Sharon Education Foundation (SEF), with which we co-sponsor an annual Child Development speaker series for all parents in Sharon on topics including early child development, children and their social relationships, bullying and social cruelty, technology addiction, and the like. Everwood partners with all Sharon Public School PTO's, the Girl Scouts, local clubs and sports teams and religious organizations including Temple Sinai of Sharon, with which we operate "Camp HiHo", an annual program for young children of the Jewish faith. (see program references attached hereto as Exhibit H)



Everwood also has two cornerstone partnerships, with the Town of Sharon and with the Elizabeth Peabody House in Somerville. Everwood operates on two adjacent sites, each of which has been leased under long-term ground leases to Everwood Camp Partners LLC pursuant to separate arrangements. Everwood has a long-term ground lease with the Town of Sharon (see Letter from Sharon Board of Selectmen, attached as Exhibit I). Everwood also operates of the site of the former “Camp Gannett”, which it leases from the Elizabeth Peabody House, a “settlement house” located in Somerville MA that primarily serves the families and children of recent immigrants from Haiti and Central America.

Everwood provides camping services to the children served by the Elizabeth Peabody House and fully includes these children in the wider Everwood program. Everwood’s unique arrangement with the Elizabeth Peabody House removes economic barriers for Elizabeth Peabody House’s disadvantaged community so that these children can access a high quality experiential educational and developmental program while enriching the entire Everwood community with greater economic and cultural diversity. Both partnerships have been very successful for Everwood and our partners, and both are long-term relationships that will span decades to come.

Camps Kenwood & Evergreen (K&E) is a residential camp which serves approximately 335 children per week for 7 weeks each summer with a staff of approximately 200. It was founded in 1930, and Scott purchased the camp in 1996. 93-95% of eligible campers return year after year, one of the highest return rates in the industry. Over the years, K&E has worked in partnership with the Town of Wilmot, NH, the Wilmot Fire Department, New London (New Hampshire) Hospital, the NH Children’s Trust and community and nonprofit organizations to run special events, fundraisers, programs, and more for these organizations. In addition, for several years, K&E partnered with the Anti-Defamation League of New England to operate “Camp IF”, an interfaith camp experience for children of Christian, Muslim and Jewish faith traditions, designed to build understanding among the children as well as help facilitate community action and social justice work in their local communities throughout New England.

3. *Approved license to run a camp as issued by the local Board of Health. Commonwealth of Massachusetts preferred.*

See 2019 Permit to Operate issued by the Town of Sharon Board of Health and 2019 Youth Camp License issued by the State of New Hampshire, attached hereto as Exhibit J.

4. *Bidders Qualifications and References Form*

See executed Exhibit B, attached hereto.

5. *Executed Certificate of Non-Collusion*

See executed Exhibit C, attached hereto.

6. *Executed Attestation - Certificate of Compliance with State Tax Laws, M.G.L. c. 62C, §49*

See executed Exhibit D, attached hereto.

7. *IRS W-9 Form*

See W-9 form for K&E Camp Corporation, attached hereto as Exhibit K.

8. *Description of Intended Use*

See Exhibit A, attached hereto.

9. *Certificate by Corporate Authority to Sign Contract, if applicable.*

See executed Exhibit E, attached hereto.

10. *RFP Addenda Receipt Page*

See executed Exhibit F, attached hereto.

## TECHNICAL PROPOSAL – COMPARATIVE EVALUATION CRITERIA

### 1. Interviews

*The Evaluation Committee will schedule interviews with all proposers who have met the Minimum Criteria and are responsive to this RFP. At the start of the interview, the proposer will have up to fifteen (15) minutes to present a company background and presentation. The Evaluation Committee will prepare five (5) questions, which will be asked of all proposers after the presentation. The Evaluation Committee may also ask additional questions.*

The proposer fully intends to participate in the interview process and stands ready to answer any relevant question that is posed.

### 2. Experience – Summer Camps

*Specify programming plan for Camp. Proposer must have run each of these programs in other municipalities or facilities for a minimum of five (5) years.*

*Plan must include which programs have been offered and for how many years.*

In general, the Proposer intends to operate a day camp on the Sewataro site from June through Labor Day each year that is virtually identical to the day camp program that is currently run by the Taylor family at Camp Sewataro. The current camp is exceptionally successful, with a large alumni base and hundreds of dedicated families that have specifically chosen the current Sewataro program over the many others that are available in the western suburbs of Boston.

It is our belief that any significant shift away from the current program model would undermine our ability to retain the existing client base and would adversely impact the financial viability of the camp, putting the income share of the Town of Sudbury at risk. Furthermore, while other proposers may operate successful programs on other sites in the area, the client base of Camp Sewataro has chosen the camp among many other options due to its strong leadership and the caring camp community they have created summer after summer. To assume that current families would enroll their children in a new camp program run by new management at a similar price point is speculative at best. Camps are much more about the people than the place.

Sewataro has offered a superior programmatic experience with exceptional counselor ratios and steady, detail oriented and highly customer-focused camp leadership, all at a premium price. To maintain the economic model and provide the Town with the income it is seeking, the Proposer believes things must remain the same to the greatest extent



possible, with the addition of a greater number of scholarship recipients to increase community participation in this high quality camp program, as more fully discussed below.

Toward that end, **the Proposer has secured the agreement of the current leadership team of Camp Sewataro, including the Camp Director, Assistant Director, Business Office Manager and the Community & Events Manager to join the Proposer's new organization**, should it be selected pursuant to this process, to continue to run Camp Sewataro. All members of the current management team have made this commitment and are eager for this new venture to be successful for many years to come. We believe that this is critical if we are to maintain Sewataro's existing customer base.

The Proposer has pledged to employ all members of the current Sewataro leadership team, to provide them with uninterrupted salary and benefits at or in excess of their current levels, and to work with them to carry on the traditions of Sewataro, while innovating to meet the changing needs of current and future Sewataro families, and to open up opportunities for additional children from Sudbury to attend through a significant scholarship program, meaningful public site access and use by the Sudbury community. Proposer will partner with the Town of Sudbury to provide for public programming and access, and to facilitate recreational, educational and cultural uses during the other months of the year by the Sudbury Parks & Recreation Department, the Council on Aging, Sudbury Public Schools and other town affiliated organizations.

The Proposer has extensive experience operating traditional high-end co-ed day camp programming of the type that is currently occurring at Sewataro. Everwood has a nearly identical program design to Sewataro, a virtually identical customer base and staffing model, and has been in existence for 10 years. Kenwood and Evergreen have provided almost identical programming to Sewataro under ownership by Scott since 1996 for similarly situated clients. Both Everwood and Kenwood & Evergreen offer scholarships to many children, directly through the camps and also with affiliated non-profit organizations, making camp affordable to families that could not otherwise afford to attend.

Sewataro's current program includes developmentally appropriate group activities in land sports, fine and performing arts, water based activities including swimming and boating, theater, nature and camp craft, adventure activities, and group teambuilding, all within the structure of age/grade defined groups consisting of 12-18 children. Everwood has almost the same design as Sewataro, with the addition of a number of elective activities given Everwood's larger size. Programs that could be imported from Everwood to Sewataro could include STEM/Innovation Lab and Community Service & Conservation Projects. Activity length and activity schedule would remain the same as currently offered.

Both Sewataro and Everwood host short overnight experiences from time to time during the summer, and both run "Special Event" programming throughout the summer designed to make every day at camp unique and exciting. We would continue this approach and bring new themes and special event days to Sewataro during the camp season.

Sewataro has recently ventured into programming to teens, with a focus on leadership development as a pathway to their Counselor In Training program. We would continue this development program, and bring to it elements from Everwood's highly successful LEAD program, which blends camp activities, leadership development through practice, and community service into a highly engaging service/learning experience.



Sewataro's early childhood "Sprouts" program is very similar to Everwood's "Turtle" program, which serves the same age cohort, with developmentally appropriate programs for preschoolers and pre-K campers. Everwood has specially designed activity areas that were purpose-built for serving this camper cohort, including a "high ropes course" that is only a few feet off of the ground but gives the youngest campers the experience and thrill of a mini-zip line. We would continue to develop Sewataro's programming in this area to add to its offerings.

In terms of School Year camp-style programming, Everwood has offered many programs for local elementary, middle and high school students, as discussed above. Program outcomes include teambuilding, leadership development, organized play and smooth and effective school transitions for students. We would be interested in partnering with the Sudbury Public Schools and Lincoln-Sudbury to provide similar experiences for the students of Sudbury using the Ropes Course and other activity areas on the Sewataro site.

We have successfully run dozens of School Year developmental and leadership programs throughout the last ten years, and, if Proposer is selected and this School Year-use is permitted by the Town, Proposer would use its program development insight to develop a customized experience for Sudbury students, including "mini-camps" for different grade cohorts, class retreats, and even professional development "camps" for teachers during staff development days. These programs could help teachers and other youth serving professionals facilitate effective communication, develop stronger classroom management skills, help to build and maintain a positive school climate, and strengthen their project-based learning facilitation skills. Scott and our team have extensive experience providing such training for teachers all over the world for the last six years.

### 3. Management Expertise

*Provides detailed background, experience, and roles of Proposer Owner and Camp Director. Highly Advantageous: proposer has a detailed immediate response back-up staff plan and offers qualified candidate(s) to back-up Director and other staff.*

As discussed above, the Management Team associated with this proposal consists of Scott Brody and all of the members of the current Sewataro management team, with the exception of Mark Taylor, who has offered to help with the transition but will not be at camp next summer. We also intend to hire a new Site Manager and Assistant Site Manager, an additional Director and/or Assistant Director, a Community Relations Manager to facilitate community partnerships, community events and public access, and additional administrative support.

In addition, the 16 full-time members of the Everwood Day Camp and Kenwood & Evergreen leadership teams will be available to back up the Sewataro team in the unlikely event the need arises,. Each of those team members has deep expertise in program development and management, staff hiring and training, site management, HR functions, and business and accounting functions. These team members are already highly trained in the *Campminder* CRM system that is currently used at Sewataro to manage all key business functions, as well as enrollment, staff recruitment and management, and program management. Collectively, the 16 members of our K&E and Everwood leadership teams bring 200 years of camp management experience to back up and support the Sewataro team.

Here is some biographical info about each of the proposed 2020 Sewataro team members:

**Scott Brody, Executive Director**

Scott Brody, the principal owner and manager of the proposing Contractor, has been a full-time camp professional for 23 years. He owns and operates Everwood Day Camp and Camps Kenwood & Evergreen, and is a partner of IDEAS Education, which owns and operates 12+ camp programs in China. Scott is the current National Board Chair of the American Camp Association (ACA), the leading professional camp organization in the world, which accredits US camps and provides professional development opportunities for camp counselors, managers, directors and owners. Scott has served on the ACA National Board for many years and is the former Government Affairs Chair for ACA and the current Government Affairs Chair for the Massachusetts Camp Association.

Scott also serves on the Board of Directors of the ACA New York/New Jersey affiliate, the Foundation for Jewish Camp, the Massachusetts Camp Association, and served as an Executive Board Member of the Partnership for 21<sup>st</sup> Century Learning in Washington DC until its recent merger with Battelle for Kids. In that capacity, he led P21's work in "Out of School Time". Scott has won numerous camp industry awards, including the ACA National Service Award, the ACA National Honor Award, and in March, he received the ACA Special Recognition Award for Outstanding Service to Organized Camping for his advocacy work in Washington DC, where he represents the Camp field on Capitol Hill, at the White House. He is author of the award-winning article "Teaching the Skills that Children Need to Succeed" in Camping Magazine and has testified on behalf of the camp field on Capitol Hill many times.

Scott will be the senior team manager and will be available to the management team throughout the year. He is a mentor, problem-solver, parent-facing communicator, and expert in child development, workforce development, college and career readiness, program design and staff management. He has created a staff management system called "E21" ([www.e21.org](http://www.e21.org)) that is in use at more than a dozen camps and is currently "the buzz" of the camp world. It aligns staff management with camper outcomes and provides independent staff certification and credentialing in critical workforce development areas. Scott intends to implement the E21



program at Sewataro next summer, should the Proposer be selected, so that current and future Sewataro staff can benefit from this unique approach to management and credentialing and to maximize camper learning and developmental outcomes. Staff recruitment and retention at camps that participate in the E21 program have increased by more than 20%. This is a critical achievement in an economy in which low unemployment, reduced teen participation in employment, and the desire for high value internships among high school and college aged staff has resulted in critical staffing shortages at many camps across the country.

### **Nathan Latta, Director**

With nearly a decade of Sewataro experience under his belt, Nathan plans to work with the Proposer and continue in his current role as Sewataro's full time Director. Holding a Master of Education degree in Elementary Moderate Special Needs, Nathan's favorite aspect of camp has always been forming unique connections with campers and counselors and helping them to grow socially and emotionally. He also greatly enjoys heading the creative team responsible for writing and directing Special Events. In past summers, Nathan served as Eagle Section Supervisor, Adventure Challenge Head Counselor, and end-of-the-day Song Leader. Nathan is a proud graduate of Lincoln-Sudbury Regional H.S., and the oldest of three siblings. He is a musician, a rock climber, and a lover of breakfast foods. Nathan's warmth, patience, kindness, and experience, combined with his love of working with children, have made him an invaluable member of the Sewataro Leadership Team.

### **Emmy Niinimaki, Assistant Director**

Emmy has committed to continuing in a leadership role at Sewataro should this proposal be selected. She is originally from Cummington, MA, a small town in the western part of the state. She received her BA in Elementary Education and Communications from Keene State College in New Hampshire, and then spent three summers working at a YMCA overnight camp in New Hampshire as the Girl's Camp Director. Emmy joined the year-round Sewataro team in 2007, and has been responsible for all communications, transportation and compliance with Massachusetts regulations and American Camp Association standards.

Emmy lives in Westminster, along with her husband, 2 children and their dog, Gabby. Her children also attend Sewataro. Emmy enjoys the outdoors, especially camping, hiking and skiing, and says her favorite part of camp is watching campers grow throughout the years and become compassionate, joyful, confident and respectful young adults through their camp experience.



### Cheryl Percuoco, Business Office Manager

Cheryl has also committed to remaining on the Sewataro leadership team if this proposal is accepted. She joined the Sewataro office team in 2010. Before Sewataro, she studied Psychology at Stonehill College and was in the accounting profession for 9 years. When her first child was born, Cheryl became a stay-at-home mom, which she continued through the childhood of her 3 children. She returned to the field of accounting in 2004. Cheryl’s role at Sewataro has grown over the years and she now manages the business office and handles camp enrollment.

Cheryl lives in Hudson with her husband, daughter and 2 cats. She enjoys vacationing in New Hampshire, kayaking, reading and spending time with her family. Her favorite part of camp is watching the campers have fun!

### Amy Podolsky, Community & Events

Assuming our Proposal is accepted, Amy is excited to return to her role of Community Engagement and Event Manager, and to increase her year-round responsibilities at Sewataro. A graduate of Boston University’s College of Communication, Amy spent several years working in television, as a Special Projects Producer, and as a Researcher for the PBS Kids show ZOOM! “Then I had my kids and changed direction. When I took the job at camp almost eleven years ago, I had no idea I was stepping into something that would become such an important part of my life. This is my summer family!”

Amy has worked in the camp office during the off-season, while also teaching brain health fitness classes (Ageless Grace), and training others to become Ageless Grace Educators. She loves dance and movement, creative writing, movies, binge watching great TV shows, and above all, her family and friends. Amy hails from Cherry Hill, NJ, and has been living in Sudbury for seventeen years with her husband of twenty-five years, and their two sons, Josh and Danny.

- 4. *Experience working with community or other stakeholders developing and executing a plan for public access. Highly Advantageous: proposer has successfully worked with other entities for public access and lays out a practical plan for facilitating or restricting public access to managed property during different seasons and times in proposal.*

As discussed above, Proposer has ten years of direct experience in working in partnership with the Town of Sharon MA, the citizens of Sharon, various town groups, the Sharon Public School District (as well as many other area districts), the Town of Sharon Recreation Department, Sharon’s PTO, the Sharon Education Foundation, the Sharon boy scouts and girl scouts a variety of religiously affiliated organizations, town sports leagues, individual sports teams, and many other community user groups that wish to partner with Everwood for programming or simply access the site. We maintain a network of trails which are used by the public throughout the year, though outside of camp operational hours. We endeavor to meet the needs of all of these partners and constituents and provide access wherever and whenever feasible. (See Letter of Sharon Board of Selectmen, attached hereto as Exhibit I).

Attachment3.d: Exhibit2\_KP-#696360-v1-SUDB--Sewataro--Brody\_RFP\_Technical\_Proposal (3434 : Vote on Sewataro agreement)



We are a Town partner in every way, and it is part of our DNA. When conceiving of the long term lease and partnership that we have with the Town of Sharon, the citizens of Sharon understood that if we were to run a safe and successful summer camp program on the site that could produce revenue to support the Town, access to the site would have to be more limited during the weeks in which camp was operating. That was a given from the Town of Sharon's perspective and from ours. Pursuant to Massachusetts Department of Public Health camp standards and ACA accreditation standards, anyone with access to campers must be employed by the camp having passed a full CORI criminal background check, a SORI sex offender check and a reference check. Anyone not meeting these criteria cannot have unsupervised contact with campers. This makes the presence of unsupervised visitors on campus deeply problematic while camp is in session, and for that reason, trails are closed and visitor access is highly limited during that time.

In the case of the Sewataro site, all of these things would also apply. In addition, Everwood is a former overnight camp site, with over 50 camper cabins on site, all of which can be secured. At Sewataro, camper and staff belongings are in tents, which cannot be physically secured, and program equipment is stored outside, elevating the substantial risk of personal items or equipment being stolen after the campers go home each day and throughout the camp season. In truth, from a camp management perspective, it would be safest for all concerned for the public access to the Sewataro site to be closed in the days leading up to the start of camp and in the 8 weeks that camp is in session.

That said, we have attended every Board of Selectmen's meeting since the Town Meeting vote approving the Sewataro purchase, have engaged with many citizens and leaders in Sudbury to hear their thoughts (park vs. camp vs. hybrid), and read the results of the flash vote that was released in early June. We know that public access is important to many in the Town of Sudbury, and so we offer the following idea as a basis for further discussion, subject to Special Permit authorization for such activities:

While preparation for the Camp season will require constant activity at the site throughout the non-camp months, the Proposer understands that significant site access by the citizens of Sudbury is essential to the success of this partnership and is in the interests of the citizens of Sudbury.

In general, we propose to offer reasonable access to the Sewataro property's trails and natural landscape for hiking, walking, cross-country skiing, snowshoeing and the like at all times of the year when the camp is not in operation. We will work with the Town to designate reasonable parking areas and facilities to accommodate the public, visitor capacities, and the like. We will also work with the Town to develop a security plan for the site, and to determine staffing requirements associated with such access and use, associated maintenance and staffing costs, how such costs are allocated between and among the town, user groups, the public and the Proposer, and other considerations that will influence the scope and scale of site access.

As stated above, because public access during camp operating hours (without proper background checks) would violate Massachusetts Department of Public Health regulations, in lieu of public access during these operating hours, the Proposer will offer weekend programming at various times throughout the summer on certain portions of the site for the benefit of the citizens of Sudbury including music festivals, family picnics, a 4<sup>th</sup> of July fireworks and family celebration, a fishing derby (catch & release), concerts for families and seniors, and other family events. The scope of these events and the extent of site and

facility access would be subject to discussion and mutual agreement. It is also our intention to continue to offer such events after the camp season and periodically during the school year, with a Fall/Halloween Festival, Christmas Light event, holiday events and other seasonal offerings.

As stated above, we intend to hire a Community Relations Manager to work in close partnership and collaboration with the Board of Selectmen, any advisory committee that may be formed to provide oversight regarding public access and future use of the site, the Recreation Department, Council on Aging, Sudbury Publics Schools and other town affiliated organizations seeking to offer programs on the site for the benefit of the citizens of Sudbury or to work with us to jointly develop such programming.

It is our hope that such partnerships and collaboration will result in the creation of year-round enrichment programming for area youth, providing one-stop shopping for parents seeking to enhance their children’s traditional learning through participation in art classes, academic programs, athletic programs, and other events for area families. It is also the Proposer’s hope to facilitate programming for Sudbury’s senior citizens, including nature and art-based programming on site.

In terms of our use of the Sewataro site during the school year, Camp related maintenance and site development activities will continue throughout the non-camp season by staff members and independent contractors, in accordance with any applicable requirements of MGL c. 30B with Town input and consent to necessary improvements. Tours will be conducted on a year-round basis, and regular open houses will be hosted for prospective and current camp families, as well as staff applicants throughout the year. The Camp’s administrative team will continue to be headquartered onsite on a year-round basis. In addition, “Vacation Camps” will probably be held throughout the year at appropriate times for area children to attend.

Finally, in seeking a Special Permit for the Sewataro site, as required by the RFP, we necessarily need to seek approval for the aforementioned activities and uses. We also intend to seek approval to increase the daily camper capacity by fifty (50) children, for a total capacity of 650 children per day, which is a small increase of only 7.6%. We would like to make these 50 spots available for the children of Sudbury residents who qualify for scholarship assistance and meet other standard enrollment criteria, as jointly determined by the Town and the camp leadership team. This could provide up to 200 additional Sudbury children the opportunity to have a two-week Camp Sewataro experience. Again, this is subject to approval by the Sudbury ZBA through the Special Permitting process. If we are unable to gain this additional capacity, we will offer 10 full season equivalent spots (up to 40 two week session spots) pursuant to the aforementioned scholarship program.



A

## EXHIBIT A: DESCRIPTION OF INTENDED USE

In general, the Proposer intends to continue operations in the same fashion as the current Sewataro program from June through Labor Day each year, and to facilitate its use for other recreational, educational and cultural uses during the other months of the year by the Sudbury Recreation Department, the Council on Aging, and other town affiliated organizations.

### 1. Description of the activities to take place on the Site

#### A. Summer Day Camp Use

During the summer season, the many activities to take place on the site will continue the Camp Sewataro tradition of offering a unique and diverse children's summer camp program based on traditional camp activities, augmented by creative and progressive new programs. Our camp will be led by the current Sewataro operating team with the help of additional leaders, as more fully described above. We have fully secured the commitment of the current full-time leadership team to participate in this venture and intend to rehire as much of the current beloved seasonal counselor, leadership and specialty staff as possible. Stability in leadership and counselor staff will be key to the continued success of the program and to an ongoing revenue stream for the Town of Sudbury. Activities we intend to continue the following:

ADVENTURE CHALLENGE: Low Ropes, High Ropes, Rock Climbing, Zip Line, Adventure Kingdom

CREATIVE ARTS: Crafts, Dance/Movement, Drama, Music Studio, Variety, Creative Arts

INDIVIDUAL SPORTS: Archery, Golf, Target Paintball, Tennis, Kickball, Puff Hockey

JUST FOR FOX! Adventure Kingdom, Field Sports, Magic Treehouse, Parachute, Sand Kingdom, Creative Arts

TEAM SPORTS: Basketball, Lacrosse, Soccer, Softball, Street Hockey, Volleyball, Whiffleball

THE GREAT OUTDOORS: Campcraft, Fishing, Gardening, Horseback Riding, Nature

WATER SPORTS: Instructional Swim, Free Swim, Canoeing, Kayaking, Paddleboarding

New program areas may include **STEM/Innovation Lab, Outdoor Cooking, Indoor Cooking & Community Service & Conservation Projects.**

## B. Year Round Site Use

As described above, while preparation for the Camp season will require constant activity at the site throughout the non-camp months, the Proposer understands that significant site access by the citizens of Sudbury is essential to the success of this partnership and is in the interests of the citizens of Sudbury.

In general, we propose to offer reasonable access to the site's trails and natural landscape at all times of the year when the camp is not in operation for hiking, walking, and winter activities. We will work with the Town to designate reasonable parking areas and facilities to accommodate the public, determine viable visitor capacities, and the like. We will also work with the Town to develop a security plan for the site, and to determine staffing requirements associated with such access and use, associated maintenance and staffing costs, how such costs are allocated between and among the town, user groups, the public and the Proposer, and other considerations that will influence the scope and scale of site access.

Site access during the summer camp operating hours by members of the public could place campers at risk, would violate applicable Massachusetts camp regulations, as well as provide unmanageable challenges to maintaining security of camper and staff belongings and camp equipment. For that reason, access to the site must be restricted from mid-June to late August.

In lieu of public access during this time, the Proposer will offer weekend programming at various times throughout the summer on certain portions of the site for the benefit of the citizens of Sudbury ("Sewataro Saturdays" or "Sewataro Sundays"), including music festivals, family picnics, a 4<sup>th</sup> of July fireworks and family celebration, a fishing derby (catch & release), concerts for families and seniors, and other family events. The scope of these events and the extent of site and facility access would be subject to discussion and mutual agreement. It would be our intention to continue to offer such events periodically during the school year, with a Fall/Halloween Festival, Christmas Light event, holiday events and other seasonal offerings.

As stated above, we intend to hire a Community Relations Manager to work in close partnership and collaboration with the Board of Selectmen, any advisory committee that may be formed to provide oversight regarding public access and future use of the site, the Recreation Department, Council on Aging, Sudbury Public Schools and other town affiliated organizations seeking to offer programs on the site for the benefit of the citizens of Sudbury.

It is our hope that such partnerships and collaboration will result in the creation of year-round enrichment programming for area youth, providing one-stop shopping for parents seeking to enhance their children's traditional learning through participation in art classes, academic programs, athletic programs, and other events for area families. It is also the Proposer's hope to facilitate programming for Sudbury's senior citizens, including nature and art-based programming on site.

We recognize that as collaborative programming is developed, it will require shared use of the site during the school year. The only buildings that we believe must remain in our exclusive use year-round are those spaces currently utilized by the



Camp Sewataro team as “winter office” space, spaces dedicated to storage of items utilized in the summer camp program, and the four dwellings on the property, which we plan to use for staff housing, as more fully described above. Otherwise, it is our intention to offer flexible use of any remaining buildings or structures to accommodate school-year programming and reasonable public access, as described above. We are eager to enter into discussion with the Town and its agencies and organizations to develop a more detailed plan of shared site use and access.

In terms of our use of the site during the school year, Camp related maintenance and site development activities will continue throughout the non-camp season by staff members and independent contractors, in accordance with applicable MGL c. 30B requirements, with Town input and consent to necessary improvements. Tours will be conducted on a year-round basis, and regular open houses will be hosted for prospective and current camp families, as well as staff applicants throughout the year. The Camp’s administrative team will continue to be headquartered onsite on a year-round basis. In addition, “Vacation Camps” will probably be held throughout the year at appropriate times for area children to attend.

## 2. Calendar of activities, including typical daily schedule(s)

The 2020 summer schedule would be virtually identical to this year’s schedule, with adjustments for calendar shifts. Here is our current proposed 2020 Sewataro calendar, subject to revision:

### **Sunday, June 7**

Sprouts Open House 1-2pm

### **Monday, June 15**

1st Day of Sprouts

Sprouts Week 1

### **Sunday, June 21**

Open House 1 - 3:30pm

### **Monday, June 22**

1st Day of Camp!

Sprouts Week 2

### **Thursday, June 25**

CIT Overnight

CIT Project Adventure Trip

### **Monday, June 29**

Sprouts Week 3

### **Tuesday, June 30**

Eagle & Senior Camp Overnight

### **Friday, July 3**

Session 2.1 Ends

Camp Closed - Independence Day

### **Monday, July 6**

Sessions 6.2, 4.2 & 2.2 Begin

Sprouts Week 4



**Monday, July 13**

Sprouts Week 5

**Tuesday, July 14**

Fox & Bear Overday

**Thursday, July 16**

CIT Cradles to Crayons Trip

Senior Camp Wachusett Hike

**Friday, July 17**

Sessions 4.1 & 2.2 End

**Monday, July 20**

Sessions 4.3, 2.3 & CIT 2 Begin

Sprouts Week 6

**Monday, July 27**

Sprouts Week 7

**Thursday, July 30**

CIT Overnight

CIT Project Adventure Trip

Senior Camp Boating Trip

**Friday, July 31**

Sessions 6.1, 4.2 & 2.3 End

**Monday, August 3**

Session 2.4 Begins

Sprouts Week 8

**Thursday, August 6**

Eagle & Senior Camp Overnight

**Monday, August 10**

Sprouts Week 9

**Tuesday, August 11**

Fox & Bear Overday

**Friday, August 14**

Last Day of Camp

The Daily Camper Schedule during the Camp season would resemble the sample below:

	Monday	Tuesday	Wednesday	Thursday	Friday
<b>8:45-9:00</b>	OPENING EXERCISES				
<i>1<sup>st</sup> Period</i> <b>9:00-9:45</b>	Tennis	Volleyball	Campcraft	Adventure Challenge	Archery
<i>2<sup>nd</sup> Period</i> <b>9:45-10:30</b>	Drama	Adventure Challenge	Canoeing/Kayaking/ Paddleboarding	Music & Movement	Fishing
<i>3<sup>rd</sup> Period</i> <b>10:30-11:15</b>	FREE SWIM				Instructional Swim
<b>11:15-12:15</b>	LUNCH				
<i>4<sup>th</sup> Period</i> <b>12:15-1:05</b>	Softball	Nature	Basketball/Street Hockey	Soccer/Lacrosse	FRIDAY SPECIAL EVENT
<i>5<sup>th</sup> Period</i> <b>1:05-1:55</b>	Crafts	Paintball/Golf	Crafts	Music Studio	
<i>6<sup>th</sup> Period</i> <b>1:55-2:45</b>	INSTRUCTIONAL SWIM				
<b>2:45-3:15</b>	TRIBE TIME & SNACK				
<b>3:15-3:45</b>	CLOSING EXERCISES				

Hours for the Extended Day Program would be as follows:

Morning: 7:30am - 8:30am

Afternoon: 3:45pm – 6:00pm

### 3. Approximate number of participants and staff using the facility

The number of participants and staff using the facility is based on the number of Campers enrolled. The approximate ratio of Campers to overall staff will be 4:1, with 2-3 Counselors in every group of 12-18 Campers, plus lifeguards, administrators, maintenance, activity leaders and office staff.

Current camp capacity is limited to 600 campers pursuant to the existing Special Permit. As stated above, it is our desire to expand that number to 650 to provide for 50 scholarship recipients from Sudbury to attend Sewataro for each of our four two-week sessions. The current Sewataro program employs approximately 180 year-round and seasonal staff. We would anticipate a similar number of staff in future

years, with more required if we are permitted to grow enrollment, as described above.

#### **4. List of buildings and areas required for activities**

It is our intention to utilize all buildings listed in Appendix B of the RFP for the operation of our day camp program, as all are currently utilized for that purpose and are necessary to deliver the program. The sole exceptions to that are the four private dwellings, which are currently rented to tenants, but which we are prohibited from renting to outside parties pursuant to the terms of the RFP.

It would be our intention to utilize all four of these dwellings for the housing of year-round and seasonal staff, including the Camp Director, Site Manager, and other staff members, with no rent charged or collected. The availability of high-quality on-site housing is critical to our ability to recruit and retain key day camp staff and would allow us to house a limited number of seasonal employees onsite, who could staff the envisioned weekend programming for the citizens of Sudbury that are outlined in this response.

#### **5. Proposed alterations and improvement plan for buildings and grounds**

The following is the proposed alterations and improvement plan for the buildings and grounds. It reflects the Applicant's current plan and is subject to change:

The Sewataro buildings and other structures are currently in first-class condition. Therefore, in our first three years of operation, we envision limited additional site development or new construction, beyond that which is required to maintain the site and buildings in good repair and to reasonably accommodate the campers and staff that participate in our summer program, plus any other alterations that are required by federal, state or local laws or regulations.

If we are granted extension terms in future years, we would be willing to explore additional construction and development of new facilities or substantial renovations and improvements of existing facilities, based on the expected life of those improvements and short, medium, and long-term benefit to the camp operations. In essence, the longer we are in place as the operator, the greater our level of investment in site development that benefits the camp program will be. Such possible future projects could include new high ropes elements, new shelter and activity spaces, and the planned phase in of greater universal access to the site pursuant to ADA regulations.

#### **6. Plan for community use of and access to the buildings and grounds**

As described above, while preparation for the Camp season will require constant activity at the site throughout the non-camp months, the Proposer understands that significant site access by the citizens of Sudbury is essential to the success of this partnership and is in the interests of the citizens of Sudbury.



In general, we propose to offer reasonable access to the site's trails and natural landscape at all times of the year when the camp is not in operation for pedestrian walking, hiking and for cross-country skiing, snowshoeing and other passive recreation. We will work with the Town to designate reasonable parking areas and facilities to accommodate the public, visitor capacities, and the like. We will also work with the Town to develop a security plan for the site, and to determine staffing requirements associated with such access and use, associated maintenance and staffing costs, how such costs are allocated between and among the town, user groups, the public and the Proposer, and other considerations that will influence the scope and scale of site access.

Site access during the summer camp operating hours by members of the public could place campers at risk, as well as provide unmanageable challenges to maintaining security of camper and staff belongings and camp equipment. For that reason, access to the site must be restricted from mid-June to late August.

In lieu of public access during this time, the Proposer will offer weekend programming at various times throughout the summer on certain portions of the site for the benefit of the citizens of Sudbury including music festivals, family picnics, a 4<sup>th</sup> of July fireworks and family celebration, a fishing derby (catch & release), concerts for families and seniors, and other family events. The scope of these events and the extent of site and facility access would be subject to discussion and mutual agreement. It would be our intention to continue to offer such events periodically during the school year, with a Fall/Halloween Festival, Christmas Light event, holiday events and other seasonal offerings.

As stated above, we intend to hire a Community Relations Manager to work in close partnership and collaboration with the Board of Selectmen, any advisory committee that may be formed to provide oversight regarding public access and future use of the site, the Recreation Department, Council on Aging, Sudbury Public Schools and other town affiliated organizations seeking to offer programs on the site for the benefit of the citizens of Sudbury.

It is our hope that such partnerships and collaboration will result in the creation of year-round enrichment programming for area youth, providing one-stop shopping for parents seeking to enhance their children's traditional learning through participation in art classes, academic programs, athletic programs, and other events for area families. It is also the Proposer's hope to facilitate programming for Sudbury's senior citizens, including nature and art-based programming on site.

We recognize that as collaborative programming is developed, it will require shared use of the site during the school year. The only buildings that we believe must remain in our exclusive use year-round are those spaces currently utilized by the Camp Sewataro team as "winter office" space, spaces dedicated to storage of items utilized in the summer camp program, and the four dwellings on the property, which we plan to use for staff housing, are more fully described above. Otherwise, it is our intention to offer flexible use of any remaining buildings or structures to accommodate school-year programming and reasonable public access, as described

above. We are eager to enter into discussion with the Town and its agencies and organizations to develop a more detailed plan of shared site use and access.

In terms of our use of the site during the school year, Camp related maintenance and site development activities will continue throughout the non-camp season by staff members and independent contractors, in accordance with 30B with Town input and consent to necessary improvements. Tours will be conducted on a year-round basis, and regular open houses will be hosted for prospective and current camp families, as well as staff applicants throughout the year. The Camp's administrative team will continue to be headquartered onsite on a year-round basis. In addition, "Vacation Camps" will probably be held throughout the year at appropriate times for area children to attend.

## 7. **Description of site preservation and conservation intent**

The Sewataro site has been home to a thriving Camp program for many years under the dedicated stewardship of the Taylor family. It is our intention to preserve the natural beauty of the site and to open it up to significantly greater public use as more fully described above. Given the natural beauty of the site, the preservation of the natural surroundings and habitat are critical to the success of the Camp program and to the enjoyment of the site by the citizens of Sudbury, and we intend to enhance access to the property by following good stewardship practices in maintaining and expanding the existing trail network, creating study areas for local flora and fauna, and protecting local species.

## 8. **Maintenance and custodial plan for buildings and grounds**

It is our intention to maintain the buildings and grounds in good repair in the same manner of care that they have received under the current camp operator, using the same maintenance and custodial plan. Here is an outline of our typical maintenance and care schedule, which is subject to change and revision as we learn more about the procedures now in place at Sewataro:

- **Camp Season**
  - 6:30 AM- Two Maintenance Staff arrive to unlock buildings and equipment and prepare program areas for the Extended Day Campers who will be arriving at 7:30am.
  - 7-8 AM- Additional Staff arrive to begin daily list of items to complete, and weekly list of areas to maintain.
  - 8:30 AM- Final Staff arrive.
  - 4-4:15 PM- The early crew departs; end of day housekeeping underway.
  - 7 PM the final maintenance staff depart.



- Items on the Daily list include:
  - Filling of water jugs
  - Set up of equipment (and putting away in afternoon)
  - Minor repairs (e.g., broken doors and windows, light plumbing, lighting)
  - Preparing for Special Events on Fridays
  
- Items on Weekly list include:
  - Mowing of lawns and trimming/pulling weeds, etc.
  - Tending to other landscaping
  - Raking the beach, cleaning the docks
  - Preparing for the next week
  - Fixing boats
  - Painting
  - Rubbish removal; recycling; inspect buildings and grounds for trash
  
- Off Season
  - Opening & Closing access to the site and parking areas pursuant to use and access schedule.
  - Grounds work- grass, bushes, weeds, etc.
  - Rubbish removal
  - Charging and draining/disconnecting all systems as needed and reconnecting as needed
  - Any necessary snow removal (plow and hand work to maintain access to buildings that will be accessed during the winter)
  - Maintaining all buildings
  - Maintaining current systems in utilized buildings
  - Building new activity areas, structures as planned
  - Field Maintenance
  - Maintaining nature trails
  - Ropes course maintenance and development
  - Working with Community Groups & public pursuant to plan.

**8. Additional information describing the benefits available to the Town of Sudbury and its citizens as a result of our tenancy.**

- Facility will be available for public use and access as more fully described above.
- Nature Trails will be maintained throughout the year, utilized by local citizens when Camp is not in session.
- Ropes course will be one of the greatest in the area and will become a leadership and team-building destination for local schools, community and youth groups, and town organizations.
- Camp will provide vital childcare for working families during school vacation time each summer and throughout the year.

- Site will host enriching new experiences to hundreds of local children each summer through camp program and through on-site school-year programming as more fully described above, with world class experiential educational opportunities for children, youth and adults.
- Camp can provide professional development to Sudbury teachers, youth workers, and early childhood professionals
- Camp will provide significant part-time and full-time jobs for local residents- especially students and teachers on school break. Economic impact will be immediate and substantial.
- Camp will provide business to local bus companies, food vendors and many other local merchants.
- Sudbury will have a high-quality day camp led by the National Board Chair of the American Camp Association.
- A scholarship program to be created in which "Camperships" are awarded to qualified applicants from the Town of Sudbury, to be jointly administered by Proposer and the Town as more fully described above. If allowed by Special Permit, up to 200 additional Sudbury children will be able to participate in this high-quality day camp program for two weeks each summer, substantially expanding access by area youth.



B

## EXHIBIT B: STATEMENT OF QUALIFICATIONS

### Applicant Background Statement:

Firm Name: K&E CAMP CORPORATION

Contact Info:

September to May: 239 Moose Hill Street

Sharon, MA 02067

Phone: 781-793-0091

Fax: 781-793-0606

June to August: 114 Eagle Pond Road

Wilmot, NH 03287

Phone: 603-735-5189

Fax: 603-735-5780

Year Round Cell #: 617-571-6743

Email Address: [scott@kenwood-evergreen.com](mailto:scott@kenwood-evergreen.com)

Structure of Firm: K&E CAMP CORPORATION is a NH corporation that was organized in 1996 and is solely owned by Scott Brody.

Size of Firm: Full time employees: 12 Seasonal Employees: 180+

Years in Business: K&E Camp Corporation was incorporated in 1996 and owns and manages a children's residential summer camp in New Hampshire known as Camp Kenwood & Evergreen. This Camp was founded in 1930 and has been in continuous operation since that time. It currently has annual revenues in excess of \$3.9 million and is able to meet all of its financial obligations.

Financial information:

See 2018 Financial Statement & Balance Sheet of K&E Camp Corporation attached as Exhibit L.

See also Letter from Gary Beilman, President of Dime Bank, attached as Exhibit I.

Information about the experience of the applicant:

The President of K&E Camp Corporation is Scott Brody. Scott will also be the Executive Director of the proposed Day Camp and the CEO of the new company that is formed to operate the camp pursuant to this proposal, as more fully discussed above.

Scott Brody, the principal owner and manager of the proposing Contractor, has been a full-time camp professional for 23 years. He owns and operates Everwood Day Camp and Camps Kenwood & Evergreen, and is a partner of IDEAS Education, which owns and operates 12+ camp programs in China. Scott is the current National Board Chair of the American Camp Association (ACA), the leading professional camp organization in the world, which accredits US camps and provides professional development opportunities for camp counselors, managers, directors and owners. Scott has served on the ACA National Board for many years and is the former Government Affairs Chair for ACA and the current Government Affairs Chair for the Massachusetts Camp Association.

Scott also serves on the Board of Directors of the ACA New York/New Jersey affiliate, the Foundation for Jewish Camp, the Massachusetts Camp Association, and served as an Executive Board Member of the Partnership for 21<sup>st</sup> Century Learning in Washington DC until its recent merger with Battelle for Kids. In that capacity, he led P21's work in "Out of School Time". Scott has won numerous camp industry awards, including the ACA National Service Award, the ACA National Honor Award, and in March, he received the ACA Special Recognition Award for Outstanding Service to Organized Camping for his advocacy work in Washington DC, where he represents the Camp industry on Capitol Hill and at the White House. He is author of the award-winning article "Teaching the Skills that Children Need to Succeed" in Camping Magazine and has testified on behalf of the camp field on Capitol Hill many times.

Scott will be the senior team manager and will be available to the management team throughout the year. He is a mentor, problem-solver, parent-facing communicator, and expert in child development,

workforce development, college and career readiness, program design and staff management. He has created a staff management system called “E21” ([www.e21.org](http://www.e21.org)) that is in use at more than a dozen camps, and is currently “the buzz” of the camp world, with more prospective clients than they can currently serve. It aligns staff management with camper outcomes and provides independent staff certification and credentialing in critical workforce development areas. Scott intends to implement the E21 program at Sewataro next summer, should the Proposer be selected in this process, so that current and future Sewataro staff can benefit from this unique approach to management and credentialing and to maximize camper learning and developmental outcomes. Staff recruitment and retention at participating camps have increased by more than 20%. This is a critical achievement in an economy in which low unemployment, reduced teen participation in employment, and the desire for high value internships among high school and college aged staff has resulted in critical staffing shortages at many camps across the country.

Scott is a resident of Sharon, Massachusetts. Most importantly, Scott is the father of A.J., who is 13 years old.

Names of Principals:

The only principal of K&E Camp Corporation is **Scott Brody**. [Should the Applicant’s proposal be selected, and a new operating company formed, the group of principals would be expanded to include **Nathan Latta**, the current Director of Camp Sewataro, **Emmy Niinimaki**, the current Assistant Director of Camp Sewataro, **Cheryl Percuoco**, the current Business Office Manager of Camp Sewataro, and **Amy Podolsky**, the current Community Engagement & Event Manager at Sewataro.

Background of Principals:

Scott Brody—BA with honors, UC Berkeley; JD, Boston College Law School. Years spent as a camp staff member: 35. Years spent as a camp director: 23. Grew enrollment at Camp Kenwood & Evergreen from 200 to 330 campers and increased sales by 400%.



Qualifications for operation of proposed use:

(See information provided above)

Similar activities managed or operated by Applicant:

Camp Kenwood & Evergreen—a 330 camper resident summer camp for boys and girls located in Wilmot, NH.

Everwood Day Camp—a 900 camper traditional day camp program based on a site leased by the Town of Sharon to Everwood Camp Partners, LLC.

IDEAS Education Camps—based in Beijing, China, this cutting-edge education company owns and operates 12+ day, resident, school-based and travel camp programs in China, Japan and in an ever-growing list of overseas locations. Scott is a strategic partner in this venture.

Listing of any actions (within the last 10 years) taken by any regulatory agency involving the firm or its agents or employees with respect to any work performed:

K&E Camp Corporation is a NH corporation in good standing with the New Hampshire Secretary of State that operates Camp Kenwood & Evergreen. At all times during the last twenty three years, K&E Camp Corporation has been subject to only positive regulatory action by the State of New Hampshire, including the granting of 23 consecutive Camp licenses by the NH agency that regulates Camps, and 23 “excellent” inspection reports based upon annual site visits by the NH state inspector. Camp Kenwood & Evergreen has always received state and local regulatory approvals when sought for septic systems, water supply improvements, and construction within the protected shoreline area of its site. To the extent that the American Camp Association is considered a regulatory agency as an accrediting body, Camp Kenwood & Evergreen has maintained continuous accreditation by ACA since its initial accreditation many decades ago, and always receives the highest of marks during ACA site visits every three years.

Listing of any litigation (within the last 10 years) involving the firm or its agents or employees with respect to any work performed:

NONE

Name of persons who can be contacted as references:

Henry Skier, President, AM Skier Insurance (see letter from Henry, Jeffrey and Aimee Skier attached as Exhibit I)

Gary Beilman, CEO, Dime Bank (see letter attached as Exhibit I)

William Heitin, Sharon Board of Selectmen (see letter attached as Exhibit I)

Demonstration of ability to obtain all appropriate casualty/liability insurance coverage applicable to the proposal:

See letter from Henry, Jeffrey & Aimee Skier, attached hereto as Exhibit I)

List of Board of Health contacts and list of town/organizations contractor has worked with:*Board of Health/Camp Regulator Contacts:*

New Hampshire Department of Environmental Services

Barbara Davis

Drinking Water and Groundwater Bureau

Youth Camp Program

29 Hazen Drive, Concord NH 03302

Phone 271-2542 Fax 271-3490

Email: [Barbara.davis@des.nh.gov](mailto:Barbara.davis@des.nh.gov)

Town of Sharon, Massachusetts

Board of Health

Sheila Miller, RN Public Health Nurse

(781) 784-1500 x1141

Board of Health

Sheila Miller, RN Public Health Nurse

(781) 784-1500 x1141

Massachusetts Department of Public Health

Community Sanitation Program

Steven Hughes, Director

[Steven.Hughes@state.ma.us](mailto:Steven.Hughes@state.ma.us)

(617) 624-5757

*Towns that Camps Kenwood & Evergreen and Everwood Day Camp have worked with:*

Wilmot, NH; Sharon, MA; Foxborough, MA;

Stoughton, MA; Millis, MA; Norwood, MA.

Sharon Town Departments We Have Worked With:

<a href="#">Building Division</a>	217R South Main Street Box 517 Sharon, MA 02067	(781) 784-1525 ext. 2310
<a href="#">Conservation Commission</a>	Sharon Community Center 1 Community Center Drive Mailing Address: 219 Massapoag Ave. Sharon, MA 02067	(781) 784-1511
<a href="#">Department of Public Works</a>	217R South Main Street Box 517 Sharon, MA 02067	(781) 784-1525
<a href="#">Fire Department</a>	211 South Main Street Sharon, MA 02067	(781) 784-1522
<a href="#">Health Department</a>	Town Office Building 90 South Main Street Sharon, MA 02067	(781) 784-1500 ext. 1206
<a href="#">Police Department</a>	213 South Main Street Sharon, MA 02067	(781) 784-1587
<a href="#">Recreation Department</a>	Sharon Community Center	(781) 784-1530



Exhibit B Optional:

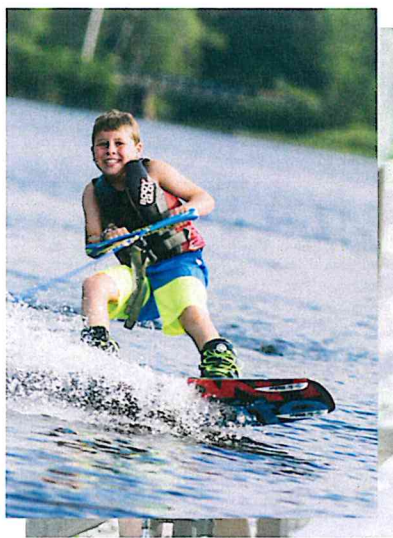
More detailed descriptions, such as photographs or project brochures of specific activities referenced as relevant experiences, may also be included.

Extensive program descriptions and other essential information can be found at [www.kenwood-evergreen.com](http://www.kenwood-evergreen.com) and [www.everwooddaycamp.com](http://www.everwooddaycamp.com)

Here is a sample:



[Future Families](#)   [Enrolled Families](#)   [Staff](#)   [Alumni](#)



Camp Kenwood

01

## The Kenwood and Evergreen Experience

A values-driven community where campers experience being their best selves, turn summer relationships into lifelong friendships, and experience fun and laughter while creating everlasting memories.

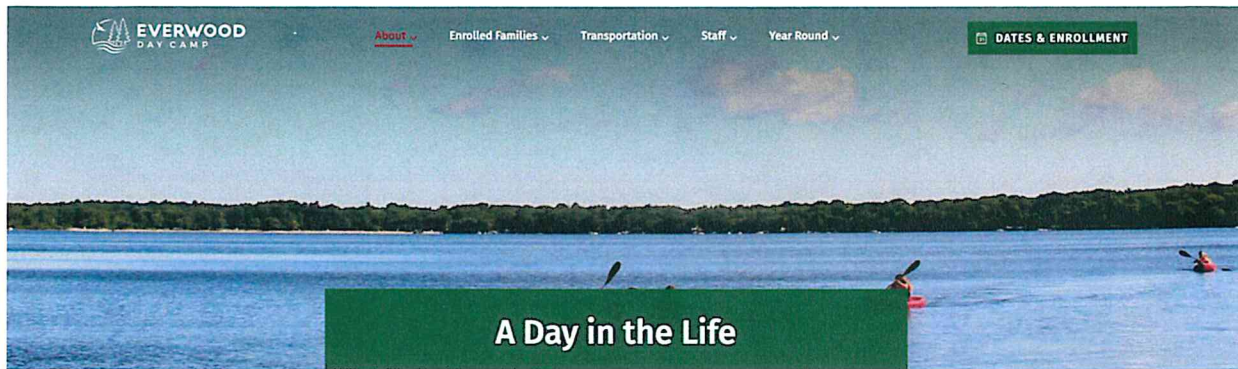
Kenwood & Evergreen is a place to become a better athlete, artist, performer and person.

[the camp concierge experience](#) →

[take our virtual tour](#) →







## A Day in the Life

Our incredible 70-acre site, on a stunning 350-acre lake, facilitates our dynamic program like no other day camp. It allows for a range of activities that ensure our 4-year-olds are just as engaged, stimulated and challenged as our 15-year-olds (and everyone in between)! All program offerings are adapted for each age group to ensure full and enthusiastic participation. As campers grow, the program grows with them- with more choices (electives) as they return year after year. Teenagers at Everwood are offered continued development in their programming, including leadership opportunities with our L.E.A.D (Leadership, Exploration, And Development) and C.I.T. (Counselor In Training) programs for campers entering a 9th and 10th grade. With over 60 different activities in categories such as Adventure, Nature, and Science, Creative and Performing Arts, Sports, and Aquatics, every day at Everwood are different and sure to keep your child engaged and growing.



**Lower Campus**  
Pre-K – 2nd Grade



**Middle Campus**  
3rd – 4th Grade



**Upper Campus**  
5th – 8th Grade



**LEADers**  
9th Grade



**Counselors in Training**  
10th Grade



**Supported Counselor Position**  
11th – 12th Grade



Situated along the glistening shores of Lake Massapoag in Sharon, MA, Everwood Day Camp offers campers ages 4 to 15 a summer of sports, arts, and outdoor activities, in an environment that's uniquely suited to encourage their growth. Our dynamic camp program grows with our campers and includes a wide variety of activities to keep every child engaged. Our nurturing staff encourages social and emotional skill development throughout each moment of the day. Our 70-acre, the dedicated camp facility includes over 40 cabin spaces, lodges, fields, courts and two incredible waterfronts. At Everwood Day Camp, campers experience all the fun and friendship of camp life, plus the support of a community that's committed to providing *skills for life*.

## The Everwood Five Star Points

The Five Star Points are the foundation of our camp culture. These points embody 5 characteristics that reflect the social and emotional goals we have for our campers and staff each summer and we've integrated them into everything we do. From staff training and evaluations, daily activities, special events, even our bus rides to and from camp, our campers and staff members know that our 5 Star Points are what is valued most. By letting the Five Star Point be their guide all summer long, our campers and staff turn actions into skills they'll use to contribute to the world beyond campus.

### ★ Independence

Independence at Everwood comes in a variety of forms. For younger campers it starts with learning to take care of their belongings, and by being away from Mom and Dad during the camp day. It also happens through physical skill development, like down at the lake, where our instructors and lifeguards support them as they learn to swim. As our kids get a bit older, independence becomes more nuanced, because we loosen the reins and allow them to focus on their individual passions and interests through our elective program

### ★ Integrity

At Everwood we acknowledge when our campers do the right thing, big or small; from playing a game by the rules, to picking up trash even if it wasn't theirs. When we recognize kids performing these simple acts, we help to reinforce a pattern of integrity that'll manifest itself over and over again.

### ★ Friendship

Everwood is a place that's unlike any our campers will encounter elsewhere, and the adventures they share—on the ropes course, in our performing arts center, out on Lake Massapoag—and the memories they make are the very fabric of tight-knit friendships. Whether or not our campers know someone else before stepping on the bus for the first time, our counselors are experts at acclimating campers to life at camp making connections with others.

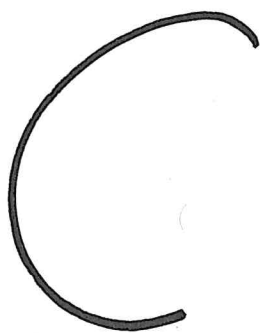
### ★ Teamwork

From canoe races to our playing fields to our Ropes Course—there are endless occasions for teamwork here at Everwood. Our kids also come together to paint murals, run relay races, produce plays, and create original camp songs. Through these activities campers appreciate just how much more they can do (and how much more fun they'll have) by collaborating as a team, and what's more, they learn to compromise to make it happen.

### ★ Inspiration

You'll find inspiration everywhere you look at Everwood, and that's because our campers are always trying—and thriving—at activities they haven't before. Kayaking, pottery, yoga, the infamous Jello Tug-of-War, and our Zipline that sends kids cruising between hundred foot pine trees—these are but a few of the unforgettable moments that campers will have while they're here with us.







**EXHIBIT C: CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under the pains and penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature:


Print Name: Scott BrodyOrganization: K&E Camp CorporationDate: July 26, 2019



D

**EXHIBIT D: Tax Compliance Certification**

Pursuant to M.G.L. ch. 62C, § 49A, the undersigned certifies under the pains and penalties of perjury that, to the best of their knowledge and belief, the Applicant,           , is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.



Signature:

Print Name: Scott BrodyOrganization: K&E Camp CorporationDate: July 26, 2019

E

### EXHIBIT E: Certificate by Corporate Authority to Sign Contract

At a duly authorized meeting of the Board of Directors of K&E Camp Corporation held on July 26, 2019 at which all Directors were present or waived notice, it was voted that,

Scott D. Brody, President

of this Company, be and hereby is authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any such Contract or obligation in this Company's name on its behalf by such President under seal of this company, shall be valid and binding upon this Company.

A TRUE COPY

ATTEST:  President & Clerk

PLACE OF BUSINESS: Wilmot, NH

DATE OF THIS CONTRACT: July 26, 2019

I hereby certify that I am the President & Clerk of K&E Camp Corporation and that Scott Brody is the duly elected President of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this Contract.

Name:  Scott Brody, President & Clerk



F

## EXHIBIT F: RFP Addenda Receipt Page

The undersigned acknowledges receipt of the following amendments to the RFP for the Sewataro Site, Sudbury, MA, dated July 24, 2019:

(Give number and date of each):

Addendum No. 1 – Date 7/11/219

Addendum No. 2 - Date 7/18/19

Addendum No. 3A - Date 7/18/19

Addendum No. 3B - Date 7/18/19

Addendum No. 4 - Date 7/22/19

Addendum No. 5A - Date 7/24/19

Addendum No. 5B - Date 7/24/19

Addendum No. 6 – Date 7/29/19

*No. 7 - Date 7/30/19*  
*No. 8 - Date 8/01/19*

Failure to acknowledge receipt of all amendments may cause the submitted proposal to be considered non-responsive to the RFP, which will require rejection of the proposal.



Signature:

Title: President

Print Name: Scott Brody

Organization: K&E Camp Corporation

G

## EXHIBIT G: Corp Records of K&E Camp Corp and Everwood Camp Partners LLC

### Corporations Division

#### Business Entity Summary

ID Number: 264667041

[Request certificate](#)

[New search](#)

Summary for: EVERWOOD CAMP PARTNERS LLC

<b>The exact name of the Domestic Limited Liability Company (LLC):</b> EVERWOOD CAMP PARTNERS LLC		
<b>Entity type:</b> Domestic Limited Liability Company (LLC)		
<b>Identification Number:</b> 264667041	<b>Old ID Number:</b> 000999541	
<b>Date of Organization in Massachusetts:</b> 04-14-2009		
<b>Last date certain:</b>		
<b>The location or address where the records are maintained (A PO box is not a valid location or address):</b>		
Address: 125 LAKEVIEW STREET		
City or town, State, Zip code, Country: SHARON, MA 02067 USA		
<b>The name and address of the Resident Agent:</b>		
Name: SCOTT BRODY		
Address: 239 MOOSE HILL ST.		
City or town, State, Zip code, Country: SHARON, MA 02067 USA		
<b>The name and business address of each Manager:</b>		
Title	Individual name	Address
MANAGER	SCOTT BRODY	239 MOOSE HILL ST. SHARON, MA 02067 USA
<b>In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:</b>		
Title	Individual name	Address
SOC SIGNATORY	JOSEPH C. MARROW	1601 TRAPELO RD., SUITE 205 WALTHAM, MA 02451 USA
SOC SIGNATORY	SCOTT BRODY	239 MOOSE HILL ST. SHARON, MA 02067 USA
<b>The name and business address of the person(s) authorized to execute, acknowledge, deliver, and record any recordable instrument purporting to affect an interest in real property:</b>		
Title	Individual name	Address
REAL PROPERTY	SCOTT BRODY	239 MOOSE HILL ST. SHARON, MA 02067 USA
<input type="checkbox"/> Consent <input type="checkbox"/> Confidential Data <input type="checkbox"/> Merger Allowed <input type="checkbox"/> Manufacturing		
<b>View filings for this business entity:</b>		



[← Back to Home](#)

## Business Information

### Business Details

Business Name: K & E CAMP CORPORATION	Business ID: 251029
Business Type: Domestic Profit Corporation	Business Status: Good Standing
Business Creation Date: 05/07/1996	Name in State of Incorporation: Not Available
Date of Formation in Jurisdiction: 05/07/1996	Mailing Address: 239 Moose Hill Street, Sharon, MA, 02067, USA
Principal Office Address: 114 EAGLE POND ROAD, WILMOT, NH, 03287, USA	
Citizenship / State of Incorporation: Domestic/New Hampshire	Last Annual Report Year: 2019
	Next Report Year: 2020
Duration: Perpetual	
Business Email: catherine@kenwood-evergreen.com	Phone #: NONE
Notification Email: catherine@kenwood-evergreen.com	Fiscal Year End Date: NONE

### Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / CHILDRENS' RESIDENTIAL CAMP & RELATED ACTIVITIES	

Page 1 of 1, records 1 to 1 of 1

### Principals Information

Name/Title	Business Address
Scott David Brody / President	239 Moose Hill Street, Sharon, MA, 02067, USA
Scott D Brody / Director	239 Moose Hill Street, Sharon, MA, 02067, USA

Page 1 of 1, records 1 to 2 of 2



H

## EXHIBIT H: RECENT EVERWOOD PROGRAM REFERENCES



Scott Brody <scott@kenwood-evergreen.com>

### reference

Rabbi Joseph Meszler <jmeszler@temple-sinai.com>  
To: Scott Brody <scott@kenwood-evergreen.com>

Fri, Jul 26, 2019 at 2:13 PM

To the Town of Sudbury, Sewataro RFP Review Group,

It is my pleasure to affirm the collaborative partnership between Scott Brody and Temple Sinai, a synagogue in Sharon. Under his direction, Mr. Brody has generously given us use Everwood Day Camp for our youth programs on the High Holy Days (which we call "Camp Hi Ho"), taking place on Rosh Hashanah and Yom Kippur. We have used indoor and outdoor facilities with his staff's support. In addition, the Jewish youth groups of our region have also been given use of the camp's facilities when they have had a regional event. Mr. Brody is a very generous host, a good neighbor, and a great partner.

Please feel free to contact me at [jmeszler@temple-sinai.com](mailto:jmeszler@temple-sinai.com) for any elaboration. Thank you.

Rabbi Joseph B. Meszler  
Temple Sinai, 25 Canton St Sharon MA 02067  
781-784-6081

Mr. Pickles and the Everwood Staff,

The QMS staff would like to thank you for an AMAZING day. The staff was so organized, participatory, knowledgeable, and clearly comfortable with middle school students from the moment we stepped off of the busses. Our students had a great day participating (or not) in all of the activities that you provided for them. The variety of activities managed to capture each child somewhere, from the indoor arts and crafts, to the large group, small group, and individual sports.

Our staff and students had a wonderful day (thank you New England weather for cooperating) and look forward to returning.

Thank you again for providing our students with such a great experience.

Jennifer MacMurray  
Qualters Middle School  
Mansfield, MA

Hi Dane,

We had a wonderful time at the camp today. The kids had so many choices of activities and the weather was perfect. In fact it started to pour just after the buses pulled out. We had 181 students participate today so I am submitting a check request for \$4,072.50 to our school Treasurer. If it's okay with you she will make it to the camp address.

It was unanimous that we want to book it again for next year at the same time. Please let me know when this can be scheduled.

Again, thanks for your effort in pulling this together. A great way to end our school year.

Mrs. Laurie Norris  
7 Gold Math Teacher  
Coakley Middle School  
Norwood

Dear Scott Brody, Dane Pickles, and Everwood Staff,

We are grateful for your undying commitment to our Sharon Public Schools, most specifically for your dedication to our Middle School PTO's Knowledge Empowers You (KEY) Program which supports the social and emotional well-being of our teachers, students, and their guardians. Offering Camp Everwood as a setting for team-building exercises at the beginning of the school year helps smooth the transition for classmates getting to know one another and staff to grow together. Additionally, the speaker series at your site throughout the school year provides excellent resources and opens the lines of communication on topics relevant to parents today. Sharon Middle School also benefited from your generosity when you donated funds to support the interactive anti-bullying program for our 275+ 7<sup>th</sup> graders in February. Students valued greatly from this initiative and staff were given educational tools to deal with the serious topic. We feel blessed to have your support, guidance and expertise in our backyard and look forward to sharing in many programs in the years ahead!

With sincere appreciation,

Shari Kalmowitz

Sharon Middle School PTO Programming Chair

{A0629193.2 }

I

## EXHIBIT I: LETTERS OF REFERENCE



**SELECT BOARD**  
 90 SOUTH MAIN STREET  
 SHARON, MASSACHUSETTS 02067

William A. Heitin, Chair  
 Emily E. Smith-Lee, Clerk  
 Walter B. Roach, Jr.  
[selectmen@townofsharon.org](mailto:selectmen@townofsharon.org)

Frederic E. Turkington, Jr.,  
 Town Administrator  
 (781) 784-1500 x1208  
 Fax: (781) 784-1502  
[fturkington@townofsharon.org](mailto:fturkington@townofsharon.org)

July 22, 2019

Camp Sewataro RFP Evaluation Committee  
 Town of Sudbury  
 Town Manager's Office  
 278 Old Sudbury Road  
 Sudbury, MA 01776

Re: Scott Brody, Founder, Everwood Day Camp

Dear Evaluation Committee,

I am writing in my capacity as Chair of the Select Board in the Town of Sharon.

I have known Scott Brody for more than twenty (20) years and he has been an outstanding citizen of Sharon who has been actively involved throughout our community. A few years ago, Mr. Brody was chosen as a Sharon "Ordinary Hero" award recipient and I have personally had the pleasure of working with him on several Town boards and committees. He has been a member of the Sharon Public Schools Strategic Planning Committee, School Climate Committee, new High School planning group and was asked to be on the Town of Sharon Recreation Director screening committee. As a camp professional he serves as the National Board Chair of the American Camp Association, is on the National Board of the Foundation for Jewish Camp, serves as the Government Affairs Chair for the Massachusetts Camping Association, and regularly represents the camp profession in Washington, D.C. in meetings with Congress and other federal departments.

Mr. Brody and his team of professionals were instrumental in converting an old and dilapidated camp site located on the shores of Lake Massapoag into one of the Town's greatest assets. Since taking control of the Town owned site, Everwood Day Camp went from a true start up needing huge financial investment to become the largest camp program in New England all in just a few years. Everwood Day Camp is a multi-year winner of Boston Parents Magazine's Best Day Camp awards and is the only day camp in the US to be designated as an "Exemplary Learning Community" by the Partnership for 21st Century Learning in Washington, D.C.


Every promise Mr. Brody made has been fulfilled and more. His performance as a partner and lessee has been great. He has a history of cooperation and collaboration with the Town, including running programs for the benefit of the Town, such as a Child Development Speaker Series, an annual Halloween Family Festival and coordinating nature hikes throughout the property, just to name a few. He has allowed residents access to the property during the non-camp season and provided the Town

Camp Sewataro RFP Evaluation Committee  
July 22, 2019  
Page 2

additional programming options for both children and adults. Finally, the camp has given both scholarships to dozens of Sharon families and has been a sponsor for virtually town- related need involving kids and families. We are currently working with him and his team on a potential swimming pool site location to help solve a problem obtaining pool time for the many swimmers in Town.

I only wish that all the Town's relationships were as strong as they are with Mr. Brody and the Everwood Day Camp team. If you need any additional information or have any questions, please feel free to contact me directly at 781-784-1500 x1208.

Sincerely,



William A. Heitin  
Chair

cc: Mr. Scott Brody



**Henry M. Skier** President  
**Jeffrey M. Skier** Vice President  
**Aimee M. Skier** Vice President  
 570.226.4571 fax: 570.226.1105  
 amskier@amskier.com

Thursday, July 25<sup>th</sup>, 2019

To whom it may concern:

AMSkier Agency was founded in 1920 as an independent insurance agency. Since 1920, we've worked to serve the summer camp industry all over the country and the world. Presently, we are the largest direct insurer of camps in the country.

AMSkier has had an insurance relationship with Scott Brody and his camps for almost twenty-five years. During that time, we have developed an incredibly close and trusting business relationship and extremely valued friendship with Scott.

Scott has always been thoughtful and intentional as a consumer of insurance, both in terms of asking for and purchasing the most comprehensive coverage and wanting to understand ways to be safer and better as a camp operator.

We've come to know that Scott takes his job as a camp director in the most professional way, always demonstrating integrity and responsibility for the businesses he operates.

We've also had the opportunity to get to know Scott as a leader in the summer camp industry. Scott is one of the most respected camp professionals in the country. We currently serve on two boards of directors with Scott and he is a valued member and leader of those boards. Scott has become one of the great visionaries the camp industry has ever known taking the lead on so many important initiatives to ensure that the summer camp industry continues to thrive and grow in the future.

It is truly a privilege for our family to work with Scott and his camps. We are so grateful for the special friendship we have developed together. We look forward to continuing that work with him in future opportunities.

Please feel free to contact us if you want to discuss this in more detail.

Sincerely,

Henry, Jeffrey, Aimee




AMSkier 209 Main Avenue Hawley, PA 18428 800.245.2666 fax: 570.226.1105 email: amskier@amskier.com www.amskier.com



820 CHURCH STREET, PO BOX 509  
HONESDALE PA 18431 • 570-253-2502

July 17, 2019

To Whom It May Concern  
The Town of Sudbury, MA

RE: LETTER OF REFERENCE FOR SCOTT BRODY

It is with great pleasure and confidence that I write this recommendation of Scott Brody.

Scott, a resident of Sharon, MA., and The Dime Bank, headquartered in Honesdale, PA., have enjoyed a meaningful and mutually-beneficial commercial banking relationship for over twenty years. During that time Scott has always maintained a most professional relationship with us regarding all aspects of his resident children's camp in New Hampshire, and with his day camp in Massachusetts, as well as additional undertakings. Because of his high ethical standards and his entrepreneurial talents, Scott is a highly regarded professional in the children's camp industry.

In addition to our direct association with Scott and his camp businesses, I have witnessed Scott ascend through various levels of leadership in numerous industry associations, including the Tri State Camp Association and the American Camp Association. Scott's passion to do the right thing for kids and to provide them with invaluable life-building experiences, has even led him to testify on Capitol Hill in Washington. In all of his pursuits, Scott has proven to be a caring and effective leader and in doing so, he has garnered the admiration and respect of colleagues across our nation.

On an individual level, what began many years ago as purely a banking transaction, has evolved over time into a true friendship; a unique experience in the world of finance!

Because of our excellent, time-tested relationship, I am confident in any future undertaking that Scott may pursue, and it is with the utmost confidence that I make this positive reference of and for him.

Sincerely,

Gary C. Beilman  
President and  
Chief Executive Officer



TOLL FREE 888-4MY-DIME FAX 570-253-5845 EMAIL [honesdale@thedimebank.com](mailto:honesdale@thedimebank.com) [www.thedimebank.com](http://www.thedimebank.com)



J

# EXHIBIT J: YOUTH CAMP LICENSES



*State of New Hampshire*  
 Department of Environmental Services  
 Drinking Water and Groundwater Bureau



**Camp License No. 80**

This certifies that **SCOTT BRODY** under New Hampshire RSA 485-A:23-26 and Env-Wq 900, is hereby licensed to maintain and operate for vacation or recreational purposes:

2019

**CAMP: KENWOOD & EVERGREEN**  
**Location: 114 EAGLE POND RD., WILMOT, NH**  
**Issued: APRIL 25, 2019**

Valid from **JUNE 29, 2019** to **AUGUST 17, 2019.**  
 By Authority of Law.



**Sarah Pillsbury, Administrator, DWGB**  
 Department of Environmental Services  
(This license must be posted at the camp in a visible location)

THIS PERMIT MUST BE PROMINENTLY POSTED IN ESTABLISHMENT

COMMONWEALTH OF MASSACHUSETTS

TOWN OF SHARON  
BOARD OF HEALTH

This is to certify that the Board of Health has this day granted a permit to:

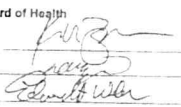
EVERWOOD DAY CAMP  
125 Lakeview Street  
Sharon, MA 02067

PERMIT TO OPERATE  
RECREATIONAL CAMPS, OR OVERNIGHT CAMPS OR CABINS  
June 24, 2019 – August 23, 2019

This License is issued in conformity with the authority granted to the Board of Health, by Chapter 140, Section 32A, 32B, 32C, 32D and 32E as amended and is subject to the provisions of the Laws of the Commonwealth of Massachusetts relating thereto, and upon such terms and conditions and to the rules and regulations in regard to said Camps or Cabins so licensed as adopted by the Board of Health, and expires August 23, 2019, unless sooner suspended or revoked.

Date Issued: 6/24/19  
Permit # Camp 2019-01

Sharon Board of Health



K



# EXHIBIT K: W-9 FORM

**Form W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

---

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**K & E Camp Corporation**

**2** Business name/disregarded entity name, if different from above  
**Camps Kenwood & Evergreen**

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Other (see instructions) ▶ \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.  
**239 Moose Hill Street**

**6** City, state, and ZIP code  
**Sharon, MA 02067**

**7** List account number(s) here (optional)

---

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
OR									
Employer identification number									
0	2	-	0	4	8	9	0	1	5

---

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here: \_\_\_\_\_

Signature of U.S. person ▶ \_\_\_\_\_

Date ▶ \_\_\_\_\_

---

**General Instru**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

---

Cat. No. 10231X Form W-9 (Rev. 10-2018)

Attachment3.d: Exhibit2\_KP-#696360-v1-SUDB--Sewatario - Brody\_RFP\_Technical\_Proposal (3434 : Vote on Sewatario agreement)

L

## EXHIBIT L: K&E CAMP CORP FINANCIAL INFORMATION

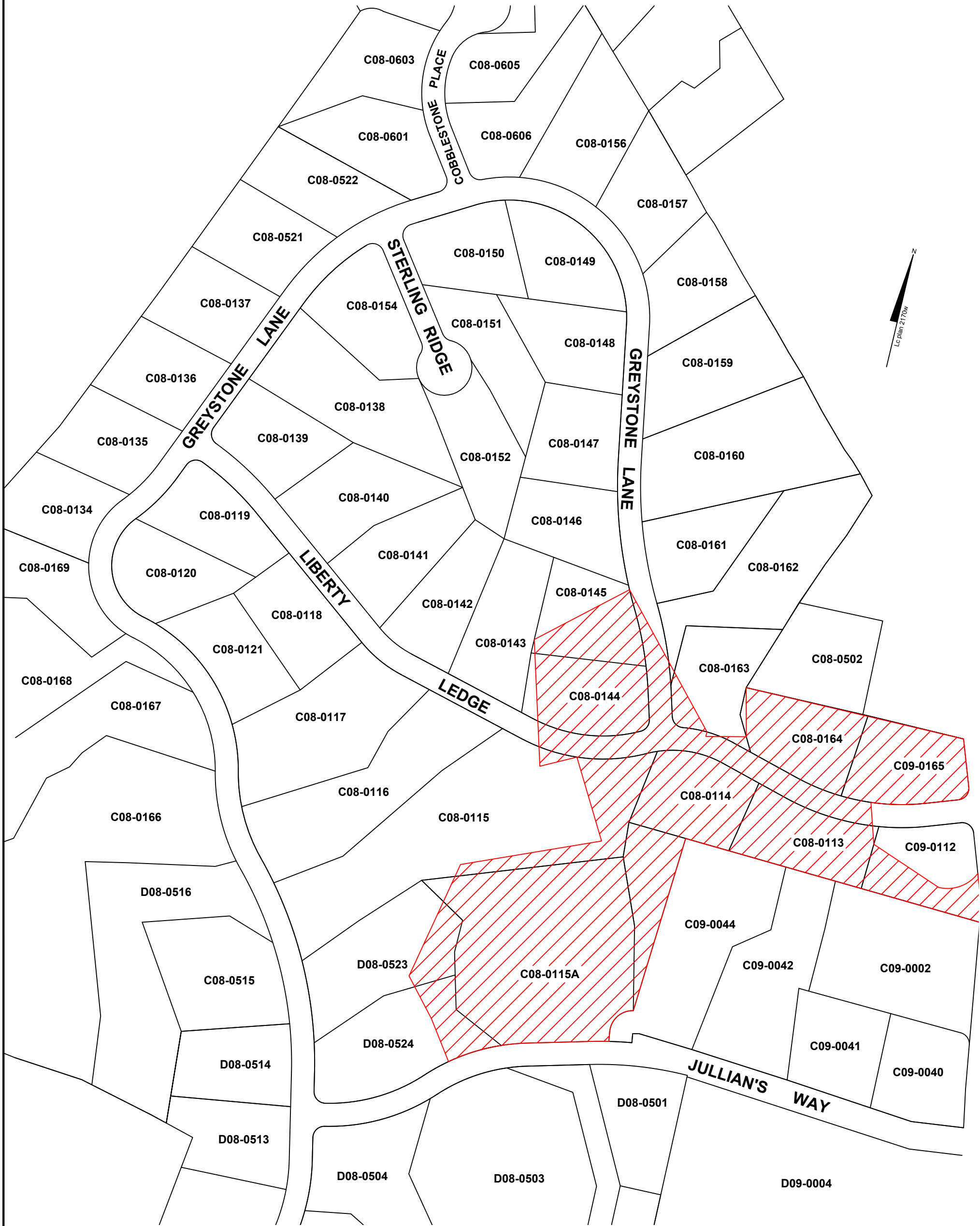
**Note: While K&E Camp Corporation is the operating entity of Camps Kenwood & Evergreen, there is a companion land holding company that owns the real estate called Eagle Pond, LLC. They are both owned by Scott Brody, and their combined FS is below.**

Eagle Pond LLC and K & E Camp Corporation  
Combined Balance Sheet  
December 31, 2018

	2018
<b>ASSETS</b>	
<b>Current Assets</b>	
Cash	152,179
<b>Fixed Assets</b>	
Property and equipment, net of accumulated depreciation	3,177,557
<b>Other Assets</b>	
Other assets	1,345,918
	<b>\$ 4,675,654</b>
<b>LIABILITIES AND EQUITY</b>	
<b>Current Liabilities</b>	
Accounts payable	\$ 19,545
Camper deposits	1,905,373
Loan payable	47,788
Current portion of long term debt	270,000
Line of credit	150,459
Taxes payable	11,492
<b>Total current liabilities</b>	2,404,657
<b>Noncurrent Liabilities</b>	
Long term debt	4,079,791
<b>Total Liabilities</b>	6,484,448
<b>Stockholder's Deficit</b>	
Common stock, no par value	
10,000 shares authorized, 125 shares issued and outstanding	50,100
Additional paid-in-capital	50,900
Accumulated deficit	(1,909,794)
<b>Total deficit</b>	(1,808,794)
	<b>\$ 4,675,654</b>

Eagle Pond LLC and K & E Camp Corporation  
 Combined Statement of Income  
 For The Year Ended December 31, 2018

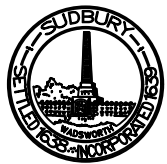
	<b>2018</b>
<b>Revenue</b>	\$ 3,872,514
<b>Operating Expenses</b>	
Payroll expenses, including owner's compensation	1,597,698
Summer program	674,412
Sales and marketing	210,318
Repairs	158,847
Travel & transportation	156,040
Bank and credit card fees	114,839
Insurance	107,398
Other expenses	106,250
Real estate taxes	94,175
Utilities	94,029
Employee benefits	75,036
Rent	72,500
Total Operating Expenses	3,461,542
Income From Operations	410,972
<b>Other Income (Expense)</b>	
Depreciation and amortization	(178,378)
Interest, net	(230,112)
Total Other Income (Expense)	(408,490)
<b>INCOME (LOSS)</b>	\$ 2,482



Attachment3.e: Exhibit3\_Liberty Ledge\_Sewataro picture rev (3434 : Vote on Sewataro agreement)



DENOTES CAMP SEASON PUBLIC ACCESS AREA



SKETCH PLAN OF LAND  
 CAMP SEWATARO  
 TOWN OF SUDBURY, MASSACHUSETTS  
 TOWN OF SUDBURY ENGINEERING DEPARTMENT  
 DATE: SEPTEMBER 10, 2019 SC





DFNOTES CAP SEASON PIIRI IC ACCESS AREA  
Attachment3.e: Exhibit3\_Liberty Ledge\_Sewtaro picture rev (3434 : Vote on Sewtaro agreement)

The data shown on this site are provided for informational and planning purposes only. The Town and its consultants are not responsible for the misuse or misrepresentation of the data.



**SCHEDULE OF ANNUAL FEE  
TO BE PAID TO THE TOWN**

	<u>YEAR</u>	<u>SALARY</u>
1	2019	120,000.00
2	2020	120,000.00
3	2021	120,000.00
4	2022	123,600.00
5	2023	127,308.00
6	2024	131,127.24
7	2025	135,061.06
8	2026	139,112.89
9	2027	143,286.28
10	2028	147,584.86
11	2029	152,012.41
12	2030	156,572.78
13	2031	161,269.97

698460/80000/0177

Attachment3.f: Exhibit4\_KP-#698460-v1-Schedule\_of\_Annual\_Fee\_to\_be\_paid\_to\_the\_Town (3434 : Vote on Sewataro agreement)

a

# Adventure Challenge

Equipment	Quantity you should have	Quantity 8/2018	Order for next year
<b>Climbing Wall</b>			
<b>Harnesses:</b>			
Child (full body)	8	10	
Adult (grey & orange)	8	10	
Staff	4	7	
<b>Helmets:</b>			
BD (small)	5	9	
BD (large)	1	4	
<b>Carabiners:</b>			
Auto lock	17	10	
Quick links	6	6	
None-climbing (hold the bells)	6	6	
<b>Belay Devices</b>	6	6	
<b>Bells</b>	6	6	
<b>Benches</b>	2	2	
<b>Blindfolds</b>	3	4	
<b>Clear bins</b>	4	3	
<b>Crates</b>	3	3	
<b>Gloves</b>	15	15	
<b>Manual w/ equipment logs</b>	1	1	
<b>Ropes</b>	6	6- in high ropes bin	
<b>Rugs</b>	4	0	
<b>Tape</b>	1	0	
<b>Thingy rope (green, purple, lime)</b>	2	??	
<b>Tie-up rope w/ biner (orange &amp; black)</b>	1	1	
<b>Trash can</b>	1	1	
<b>Wipes</b>	110 wipes per day x 39 days = 57 containers of 75 wipes	0	
<b>Ropes Course</b>			
Belay devices		7	
BD helmet (large)	2	3	
Black diamond helmet (small)	2	2	
CAMP helmet (large)	3	( blank )	
CAMP helmet (small)	2	0	

<b>Carabiners</b>		13	
<b>Harness (gray)</b>	7	0- all at climbing wall	
<b>Harness (staff)</b>	3	2	
<b>Ladders:</b>			
<b>Extension</b>	1	3-Meeting Hall	
<b>Step</b>	1	1-Meeting Hall	
<b>Nitro Swing</b>	1	1	
<b>Rubber dots</b>	16	0	
<b>Slings w/ carabiners</b>	5	( blank )	
<b>Vertical Playpen ladder</b>	1	1	
<b>Large Plank</b>		2- Meeting Hall	
<b>Small Plank</b>		1- Meeting Hall	
<b>Zipline</b>			
<b>Auto lock carabiners</b>	12	6	
<b>Belay device</b>	1	1	
<b>BD helmet - small</b>	2	4	
<b>BD helmet - large</b>	1	2	
<b>camper harnesses</b>	4	5	
<b>Climbing rope</b>	1	1	
<b>Cones - red</b>	4	8- Brian's Shed	
<b>extension ladder</b>	1	1-Pavillion	
<b>full body harnesses</b>	2	2	
<b>Hula hoops</b>	2	2- Brian's Shed	
<b>Marmot helmet - small</b>	0	( line drawn through )	
<b>Nor climbing carabiner</b>	1	? Lobster Claws	
<b>Retrieval rope - white</b>	1	1	
<b>sling</b>	2	2 ( yellow )	
<b>staff harnesses</b>	2	3	
<b>step ladder</b>	1	1-Pavillion	
<b>Tie up rope w/ biner (purple)</b>	1	1	
<b>zipline rope</b>	1	1	
<b>zipline trolley</b>	1	1	

Comments:

# Adventure Kingdom

Equipment	Quantity you should have	Quantity 8/2018	Order for next year
Yellow kids Gecko helmets	2	2	0
Harness (Grey Backpack)	3	6	0
Harness (colorful)	2	2	0
Adult- Grey/Orange			
Sanitizing wipes	1	1	New ones
Seat holder - silver pulley	1	1	0
Trolley seat w/ carabiner	1	1	0

Comments:



# Archery

Equipment	Quantity you should have	Quantity 8/2018	Order for next year
Archery pins (COUNT & LET US KNOW WHAT COLORS YOU NEED)	800	0	800
Arm guards - small	22	21	5
Arm guards - med	20	25	
Arm guards - XL	18	6	
Arrows	60	66+	
Arrow quivers - PVC	12	11	1
Arrow rests - left	15	29	
Arrow rests - right	24	25	
Balloons (75/bag)	12 dozen round	0	12 doz
Balloon pump	2	2	
Basket with tolls & extra strings	1	1	
Benches	3	3	
Bow "nocker"	1		
Bows (large) 48	13		3
Bows (smaller) 46	10		
Bows (x-large) 54	9		
Bow strings - 54in	18	12	
Bow strings - 48in	15	2	
Bow strings - 46in	8	7	
Cones 24"	6	7	
Double side tape	2 rolls	0	1
Dust pan/brush	1	1	
Finger tabs	new	1	
Green canvas	1	1	
Masking tape green	1	1	
Nock beads	5	15	
Pair gloves & emergency procedures	1	1	
Plastic pitchers to hold arrows	1	1	
Plywood for water spigot	1	1	
Pliers for "nocks"	1	1	
Push pins	1 box	1	
Safety pins	1 box	1	1
Scissors	2	1	1
Sharpee	4	4	
Spray paint	2 cans	1	1
Supplies for games			

Target faces	20		
Target holders	5	6	
Targets	10	6	
Tarp (silver)	1	1	
Towels	1	0	
Blue/white weighted rope	1	1	

**Comments:**

Stakes for the tarp to remain in place on windy days, please!

# Basketball Court (big)

Equipment	Quantity you should have	Quantity 8/2018	Order for next year
Air pump	2	2	New Pins
Basketballs (large)	32	41	10 (Sub out for no grip ones)
Basketballs (small)	12	17	10
Gloves - goalie	1	1	2
Goalie sticks	4	4	4
Mini hoop nets - red, white & blue	2	1	
Masks	2	2	2
Pole pads	1		
Rhino ball	6	4	4
Safety goggles	18	30	15-due to scratches
Street hockey balls	26	20	5
Street hockey nets	4	2	0
Street hockey pucks	22	22	8
Street hockey sticks - blue	11	11	1
Street hockey sticks - red	11	10	2

## Comments:

- New Goalie Mask(s)
- New Goalie Glove(s)
- New Goalie Glasses
- Poly Spots
- Flag Football Flags/Football

# Basketball Court (small)/Softball

Equipment	Quantity you should have	Quantity 8/2018	Order for next year
Baseballs	1 crate	1	0
Baseball bases	3	3	0
Baseball face mask	1	1	0
Baseball gloves	1 bucket	1	0
Baseball home plate	1	1	0
Baseball tees	2	1	0
Basketballs (big)	12	23	0
Basketballs (small)	12	11	0
Big plastic bats	5	7	0
Bowling pins	4	0	0
Broom & dustpan	1	0	1
Dolly	1	1	0
Dots	15	12	0
Emergency procedures/gloves	1	1	0
Flat bats	2		
Hockey ball	22	14	8
Hockey masks	2	0	0
Hockey pucks	1 crate	1	0
Hockey sticks (goalie)	2	2	0
Hockey sticks (red)	10	13	0
Hockey sticks (yellow)	10	12	0
Metal bats	4	2	0
Plastic cones	15	21	0
Pole pads	2	2	0
Rubber kickball	1	4	0
Softball helmets	1 bucket	1	0
Softballs	1 crate	1	0
Whiffleballs	1 crate	1	0
Safety goggles	20	20	0

Comments:



## Boating

Equipment	Quantity you should have	Quantity 8/2018	Order for next year
adult type III PFD		13	
air horns	1	1	
anchors		0	
assorted balls		4	
boating pins (COUNT & LET US KNOW WHAT COLORS YOU NEED)			
Boating posters	1 (rules)	1	
broom & dust pan	1	1	
bucket	6	6	
buoys	5	4	
canoe paddles - counselor	3	4	
canoe paddles (large)	4	4	
canoe paddles (med)	2	2	
canoe paddles (small)	24	24	
canoes	10	10	
clip boards		1	
duct tape		0	
first aid kit	1	1	
fishing net (large)		0	1
fishing nets (small)		0	1
instruction books			
kayak paddles - wooden (large)	0	1	
kayak paddles (med)	20	17	
kayaks	18	21	
markers		2	
megaphone	1 (store in office in off season)	1	
noodles		1	
noodle coupling		?	
paddleboards	12	11	
paddleboard paddles	12	3	So Many!!
paddleboard straps/rudders			
PFD's (large) (adult - universal)		23- orange	
PFD's (medium)		13- yellow	
PFD's (small)		9- red	15
PFD's (universal youth)		19- orange	
poncho		? N/A	

rope		On boats	
scissors		1	
sponge balls		0	
tennis balls			

Comments:

# Campcraft

Equipment	Quantity you should have	Quantity 8/2018	Order for next year
3 ft dowels	15	7	8
5 gallon water jugs	2	2	0
16-sided die	1	1	0
Animal track molds	15	0	15
Black rods	130	120	10
Box cutters	6	4	2
Bungee cords	10	4	6
Butterfly nets	5	1	4
Camp chairs	3	0	3
Camp towels	2	1	1
Clipboard	15	15	0
Clothes pins (wooden)	1 bag	1 bag	0
Compasses	45	36	9
Cooking grates	2	2	0
Dry erase boards	3	3	0
Dry erase markers	2	2	0
Fire pits	5	5	0
Fire starters	30	0	30
Flint	22	16	6
Fly	1	0	1
Frisbee	2	2	0
GPS	5	5	0
Hoe	1	1	0
Knot tying guides	30	29	1
Matches	3 boxes	0	3 boxes
Nylon rope pieces	35	19	16
Octagonal sticks w/ holes and pin	45	46	0
Paper	1 roll	0	1 roll
Parchment paper	2 rolls	0	2 rolls
Pencils	1 box	0	1 box
Rake	1	1	0
Scissors	2	2	0
Screen houses	3	0	3
Short spade shovel	1	0	1
Shovel	1	1	0
Spools of yarn	7	2	5
Squirt bottles	2	1	0
Stakes	1 bag	1 bag	0
Steel	7	15	0
Tug of war rope	1	1	0

**Comments:**

**Campcraft needs about 6 more flint and steel sets for 2019.**

New fire starters needed for 2019.

New lighters/fire starters needed.



# Cooking

Equipment	Quantity you should have	Quantity 8/2018	Order for next year
Aluminum foil	1 XL	1 XL	1 XL
Bag cup	4	?	?
Baking Racks	2	2	0
Baking Trays	3	2	0
Basket	1	?	?
Batter mixer	2	2	0
Blender & base	1	1	0
Can opener	1	0	2
Colander	1	1	0
Cook top	1	1	0
Cook top cleaner	1 bottle	0	1 bottle
Cornstarch	4	0	0
Cupcake pan	2	3	0
Cutting board	1	17	0
Dish soap	1 XL bottle	1	1
Drying rack	1	1	0
Food processor	1	1	0
Fridge	1	1	1
Glass jars	72	19	0
Grater - large	3	3	0
Grater - small	2	2	0
Hand sanitizer	?	4 XL	0
Hand soap	?	0	3 XL
Ice cube tray	30	28	0
Ketchup & mustard containers	6	4	0
Knives	8	22	0
Ladles	8	5	0
Large trash can	1	1	0
Measuring cups	5	2	0
Measuring spoons	7	2 sets	0
Mixing bowls	8	8	0
Napkins	3 packages	12 packages	0
Pam spray	4 bottles	1	0
Paper bowls	2 packages	0	1 package
Paper lunch bags	2 cases	0	0
Paper plates	1 package	2 packages	3 packages
Paper towels	?	0	4 rolls
Peeler	1	3	0
Pepper	2	1 container	0
Plastic baggies	2 cases	1 case	0

Plastic cutlery	1 XL box	0	1 XL of each
Popsicle sticks	100	100	0
Portion cups		1000	0
Pot holders	2 - 4	7	0
Pots & lids	4/4	5/4	0
Rubbermaid Food Storage (2 QT)	3	4	0
Salt	2	0	3
Sauce pan	1	1	
Scale	1	0 ?	1
Scissors	1 pair	1	0
Scoop spoons	8	9	0
Skewers (mini)	200	200	0
Skillets	2	3	0
Spatula	5	10	0
Spiralizers	3	2	0
Splitter outlet	1	1	0
Sponge	3	1	4
Spray bottles	2	2	0
Stove	1	1	0
Sushi rollers	5	4	0
Table - large	2	2	0
Table - small	shed	?	?
Tasting cups (4oz)	1000	1000	0
Tasting spoons (mini)	2000	2000	0
Toaster oven	1	1	0
Tongs	8	10	0
Toothpicks	4 boxes	3 boxes	0
Wax paper	1 XL box	4 boxes	0
Whisk	1	0	1
XL slicer	1	?	?
Zester	1	0	1

Comments:

# Creative Arts

Equipment	Quantity you should have	Quantity 8/2018	Order for next year
Boomwackers	1 set	1	0
Bubble wrap	?	0	0
Cardboard	assorted	0	0
Charades game box	2	2	0
Construction paper	1 box	600 sheets	500 sheets (1 block)
Dry erase board w/ stand	1	1	0
Duck tape	8 rolls assorted	25 rolls assorted	8 rolls assorted
Elmer's Glue (7.625 oz bottles)	10	½ gallon	1 gallon
Fabric scraps	1 box assorted	1 box assorted	0
Foam brushes	20	0	0
Glitter	12 jars assorted	0	12 jars assorted
Googly eyes	1 box	1 box	0
Group loop board	1	1	
Hot plates	2 for Crafts	0	0
Markers	10 boxes assorted	1 box 256 colors	1 box assorted
Masking tape	2	1	1
Octaband	1	1	0
Packing Tape	10 rolls	8 rolls	8 rolls
Paper (large roll)	1	¼ brown	1
Paper plates (9")	200	50	0
Picnic blanket	1	0	0
Pipe cleaners	50 assorted	assorted	0
Pom Poms	1 box	1 box	0
Ribbon	3 rolls	3 rolls	3 rolls
Scissors (kids)	10	16	0
Smocks	18	18	0
Telegruv game	1	1	0
Tempura paint (32 oz bottles)	12	11 half-empty	
Tissue paper	1000 sheets assorted	200 sheets	~800 sheets
Toobees Game	1	1	0
Watercolor paint	8 bottles asst colors	0	0
Paper Plates 6"		500	
Clipboards		19	
Mixed Oil Pastels		1 box	
Chalk Pastels		2 boxes	
Assorted Papers Decorative			
Kleenex		4 boxes	
Paper Towels		2 packs	

<b>Watercolor Paper</b>		2 packs	
<b>Laminating Paper</b>		15 sheets	

**Comments:**

? need laminator



# Dance

Equipment	Quantity you should have	Quantity 8/2018	Order for next year
Construction paper	10 packs	1	9
Crayons	1 pack	1	0
Dance cards	1	0	1
Dance ribbons (regular)	8	*	
Dance ribbons (small)	3	*	
Duct tape	1	1/2	1
Fabric	3		
Glue	10	3	7
Hula hoops - large	3	3	0
Nature books	7	8	0
Paper plates	1 pack	1	0
Plastic cups	4 bags	1 bag	3 bags
Poly spots	20	20	0
Scarves	20		
Index Cards			
Paint			
Paint Brushes			
Nature Bug Catchers			
Scarves/Ribbon "Silks"		1 bag	

Comments:

# Drama

Equipment	Quantity you should have	Quantity 8/2018	Order for next year
Bench	3	3	
Cart (white)	1	1	
Costume bin	1	1	
Drama binders	2	2	
Dry erase markers	2	Couldn't find	
Erasers	3	3	
Floor dividers	5	5	
Gymnastics mat	4	4	
Hat Scenes (yellow helmet)	1	1	
Large fan	3	4	
Microphone	2	3	
Microphone stand	1	1	
Prop box	1	1	
Puppet theater	1	1	
Push broom	1	1	
Puppets	1	1	
Sound board	1	1	
Stool	1	2	
Whiteboards	9	9	
Wood box (red)	3	3	

## Comments:

I don't use the puppets at all.

The props/costumes are good for rainy day skits.

The whiteboards/ related supplies are in with extended day stuff.

## Extended Day Inventory

Longhouse			
EQUIPMENT	Quantity in August 2017	Quantity in August 2018	Order for next year?
Box of Lego's	2	2	0
Box of K'nex	1	1	0
Chapter books	24	24	0
Picture books	46	46	0
Coloring books	1	1	1 + printer paper
Mad Libs	2	2	0
Bingo Boards	420	420	0
Whiteboards		11	0
Assorted board games	9	9	0
Spools of yarn	9	9	0
Rolls of gimp	6	6	4
Bin of markers	1	1	1
Crayons	1	1	0
Card Games	5	5	0
Rhino Ball	1	1	1
Pretend cookware set	1	1	0
Pretend food set	1	1	0
Race car set	1	1	0
Barbies	0	4	0

**Comments:**

**We have an absurd number of pencils if anyone needs some.**

**We also have a matching game now.**

**Can we order some kinetic sand/ floam/ orbeez for next summer?**

# Fishing

Equipment	Quantity you should have	Quantity 8/2018	Order for next year
5 gallon plastic buckets	3	3	0
broom & dust pan	1	1	
end table	1	1	
fish nets	1	1	
fishing pins (COUNT & LET US KNOW WHAT COLORS YOU NEED) Red		0 left	
folding table	1	1	
hooks	400	500	
metal "A" pails	2	0	0
minnow buckets	2	2	0
pair gloves & emergency procedures	1	1	
reels	60	65	5
rods	70	62	10
small worm cooler	1	1	
spare parts	1	1	
split shot	1	1	
swivels	1	1	
tools & lubricant spray	1	1	
Polyspots		38	

Comments:

# Gardening

Equipment	Quantity you should have	Quantity 8/2018	Order for next year
Clipboards	12	1	0
Composter (small)	1	1	0
Blue Jay game box	1 box of items	?	?
Egg crates (plastic)	5	5	0
Hand shovel	15	11	0
Ice cube trays	3	3	0
Lakeshore scissors	22	20	0
Lime	1 bucket	1 bucket	0
Magnifying glasses	24	22	0
Pie tins (mini)	50	50	0
Plastic bin w/ markers and yarn	1	0	0
Plastic containers, caddy & marker holder	4	3	0
Plastic test tubes	13	13	0
Popsicle sticks	1 box	1 box	0
Potting pots - round	15	15	0
Potting pots - small	75	75	0
Potting pots - XL	5	4	0
Rake (hand)	12	11	0
Rake - large	1	1	0
Rulers	12	8	0
Shovel	4	9	0
Soil	2 bags	1 bag	1 bag
Spray bottles	10	7	0
Watering cans	11	3	0
Weed pullers	1	1	0
Wooden frame w/ wire	1	1	0

Comments:



## Golf

Equipment	Quantity you should have	Quantity 8/2018	Order for next year
<b>4 Wood Drivers</b>			
Right (white)	6	3	
Right (white/yellow)	1	1	
Left (green/white)	1	1	
<b>5 Wood Drivers</b>			
Right (no tape)	8	8	
Right (orange)	7	8	
Right (white)	4	3	
Right (red/white)	8	3	
Left (green)	2	2	
Left (orange/green)	2	2	
Left (red/green/white)	1	1	
<b>7 Wood Drivers</b>			
Right (yellow)	3	3	
Right (red/white)	1	5	
<b>Putters</b>			
32.5" (no tape)	6	6	
28.5" (orange)	6	6	
26.5"	6		
<b>Wedges</b>			
Long Right (no tape)	6	5	
Long Left (green)	2	2	
Short Right (orange)	6	6	
Short Left (orange/green)	2	2	
<b>7 Iron Right</b>			
29" (no tape)	6	6	
27" (orange)	6	6	
<b>7 Iron Left</b>			
30" (green)	2	2	
28" (green/orange)	2	2	
<b>6 Iron Left</b>			
33" (green)	2	2	
31" (green/yellow)	2	2	
<b>5 Iron Right</b>			
33" (no tape)	2	2	
31" (yellow)	2	2	
29" (white)	4	4	
27" (orange)	4	4	
<b>5 Iron Left</b>			
29" (green/white)	1	1	

27" (green/orange)	1	1	
<b>Balls:</b>			
Red	11	11	
Blue	14	14	
Orange	9	9	
Yellow	18	16	
Green	54	54	
Purple	59	59	
Driving Range	194	112	
<b>Minnie Putt</b>			
G - hill/hole	1	1	
Gr - Lg disc	1	1	
G - loop	1	1	
G - Swirl up	1	1	
G - U-turn hill	1	1	
PVC Lg curve 4'	1	1	
PVC straight 2'	1	1	
Y - 1/4 turn	2	2	
Y - hill/tunnel	1	1	
Y - Lg. Disc	1	1	
Y - Sm. Disc	4	4	
Ball basket	12	12	
Cones	13	9	
Flags	12	11	
Flag bases	20	19	
Hole covers	4	3	
Hula hoops	11	11	
Noodles - Large	10	8	
Noodles - Small	9	6	
Red Spots	6	5	
SNAG	1		
<b>Balls</b>			
Yellow	30	20	
Orange	30	25	
Blue	32	19	
Purple	30	22	
Red	70	23	
Green	30	16	
<b>Clubs - Wedge</b>			
Long (red)	12	12	
Medium (blue)	12	12	
Short (green)	12	12	
<b>Left</b>			
Long (red)	8	8	
Medium (blue)	8	8	

<b>Short (green)</b>			
<b>Putters</b>			
<b>Long (red)</b>	8		
<b>Medium (blue)</b>	8		
<b>Short (green)</b>	8		
<b>Tee pads</b>	13		
<b>Tees</b>	12		
<b>Whisk brooms</b>			
<b>Whistle replacements</b>	4		
<b>Flagsticky</b>	4		
<b>Flags for flagsticky</b>	4		
<b>Velcro suit</b>			
<b>Pants</b>	1		
<b>Coat</b>	1		
<b>Helmet</b>	1		
<b>Target boards</b>	4		
<b>Target (large, round)</b>	1		
<b>Equipment carry bags</b>	2		

Comments:

Last page incomplete.

## Meadows

Equipment	Quantity you should have	Quantity 8/2018	Order for next year
Air pump	1	1	
Air pump needles	1	1	
Balls - beach	3	2	
Bucket - rubbermaid	3	3	
Cones (large)	5	5	
Cones (medium and small)	10	10	
Dust pan/brush	1	1	
Emergency procedures/gloves	1	1	
Flat bats	3	3	
Goals (pop up)	4	4	
Hula hoops	18	18	
Misc. Rubber balls	3	2	1
Nerf balls (small)	2 blue?	2	
Nerf bats	3 blue?	4	
Parachute in clothing bag	1	2	
Pillow polo sticks - blue	10	11	
Pillow polo sticks - yellow	10	10	
Rhino "softi" balls	20	26	
Rubber kickball (small)	1	13	
Soccer balls	20	30	
Soft red balls	4	0	4
Tee ball stand	3	4	
Thin 1" bases	18	11	7
Volleyballs	2	2	
Whiffle ball bats	7	7	
Whiffle balls in plastic bucket	20	21	
Puffy bases	4	4	
Rubber spots	10	10	

Comments:

# Music Studio

Equipment	Quantity you should have	Quantity 8/2018	Order for next year
<b>Instruments</b>			
Yamaha electric drum kit with behringer headphones	1	1	
Fender Jaquar bass	1	1	
Breedlove Acoustic guitar (Closing Exercises)	1	1	
Schecter Electric guitar	1	1	
Yamaha Acoustic guitar	1	1	
Seagull Acoustic guitar	1	1	
Fender Acoustic-Electric Guitar	1	1	
AxiomPro Keyboard with stand (connected to MacBook via USB)	1	1	
Hand Drums	10	10	
Maracas	8	8	
Raven guitar amp with Fender head	1	1	
Marshall guitar amp with head	1		
Fender Acoustasonic amp	2	2	
Standing Tom drums with stand	1 set	1 set	
Guitar case	5	5	
Guitar stand	3	3	
<b>Cables &amp; Connectors</b>			
XLR cable	1 bin	1 bin	
XLR connector	1 bin	1 bin	
¼" Cable	1 bin	1 bin	
¼" connector	1 bin	1 bin	
RCA cable	1 bin	1 bin	
RCA connector	1 bin	1 bin	
⅛" cable	1 bin	1 bin	
⅛" connector	1 bin	1 bin	
Universal Power Cord	1 bin	1 bin	
Power strip	1 bin	1 bin	
Speakon cable	1 bin	1 bin	



<b>Speakon connector</b>	1 bin	1 bin	
<b>Y-shaped cable</b>	1 bin	1 bin	
<b>Y-shaped connector</b>	1 bin	1 bin	
<b>Extension cord - small</b>	2	2	
<b>Extension cord - large, orange</b>	3	3	
<b>Extension cord on spool - orange</b>	2	2	
<b>Extension cord on spool - grey</b>	3	3	
<b>Closet</b>			
<b>Grassy Bowl Basics box</b>	1	1	
<b>OnStage Mic Stands</b>	10	10	
<b>OnStage Speaker Stands</b>	8	8	
<b>Mackie PA speakers</b>	6	6	
<b>Behringer PA speakers</b>	2	2	
<b>Fender PA speakers</b>	4	4	
<b>Fender PA console</b>	1	1	
<b>Misc. guitar accessories</b>	1 bin	1 bin	
<b>Behringer 8-channel mixer</b>	1	1	
<b>Mackie 14-channel mixer</b>	1	1	
<b>Behringer 16-channel mixer</b>		1	
<b>Mic holders</b>	1 bin	1 bin	
<b>Microphones</b>			
<b>AKG Perception 120</b>	1	1	
<b>Shure PG57</b>	1	1	
<b>Shure PG58</b>	2	2	
<b>Shure SM58</b>	2	2	
<b>Fender P51</b>	3	3	
<b>CAD C195</b>	2	2	
<b>Shure Wireless Mic System (SM58, headset mic and receiver)</b>	1	1	
<b>Shure Wireless Headset Mic system</b>	2	2	
<b>Behringer Ultralink Wireless system</b>	1	1	
<b>2GB Tascam DR-05</b>	2	2	

<b>Recorder</b>			
<b>4GB Tascam DR-05 Recorder</b>	2	2	
<b>Ditto Looper X2 Pedal (with power supply)</b>	1		
<b>Bass drum pedal</b>	1		
<b>Clipboards and pencils</b>	1 bin	0	need
<b>MXR Fullbore Metal pedal</b>	1	1	
<b>MXR Micro Amp pedal</b>	1	1	
<b>Vestax Amplifier</b>	1	1	
<b>Drumsticks</b>	1 box	1 box	
<b>Technics speaker (connected to amp via 1/4")</b>	2	2	
<b>JBL speaker</b>	2	2	
<b>M-Audio ProFire Interface (connected to MacBook via Firewire) (to amp via 1/4")</b>	1	1	
<b>Vestax amp (connected to Macbook via headphone out)</b>	1	1	
<b>Powerplay Pro-8 Headphone Distribution amp with 8 1/8" cords plugged in</b>	1	1	
<b>Other</b>			
<b>Headphone rack</b>	1	1	
<b>Headphones</b>	17 pairs	17 pairs	
<b>Boss Loop Station with power supply</b>	1	1	
<b>Desk Area</b>			
<b>iMac w/ charger</b>	1	1	
<b>iLok USB key for ProTools</b>	1	1	
<b>M-Audio Midisport 4x4 MIDI interface</b>	1	1	
<b>Glyph Studio Hard Drive</b>	1	1	
<b>Genelec Speakers</b>	2	2	
<b>Focusrite Scarlett 6i6 Audio Interface</b>	1	1	
<b>AVID and Mac computer keyboards</b>	1 of each	1 of each	

SIIG USB hub	1	1	
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Comments: Need 20 guitar pics

## Nature

Equipment	Quantity you should have	Quantity 8/2018	Order for next year
Animal tracks	1 set	1 set	
Bird Books	2	2	
Birdhouses			
Birds Nest	1	2	
Birdseed	1 bag	1 bag	
Blindfolds	20	20	
Bungee cord			
Construction paper	1 package	0	1 package
Coyote skull	1	1	
Crayons	1 bin	1 bin	
Critter holders			
Dry erase markers			
Eggs			
Feather collection	1	1	
Feathers (decorative)			
Fishercat	1	1	
Fox	1	1	
Giant pine cones		4	
Hornets nest	1	1	
Hummingbird feeder	1	1	
Kinetic sand	1	1	
Ladder	1	1	
Life Cycle of a Chicken	1	1	
Magnifying glasses	20	20	
Measuring tape			
Microscopes	12	12	
Microscope kit	11	11	
Mirrors	27	27	
National Geographic magazines			
Nature Books			
Nature Items (skull, bones, etc..)			
Nets	20	14	10
Oak collection	1	1	
Owl pellet bag and handouts	1	1	
Paper cups	1 sleeve	0	1 sleeve
Paper plates	1 package	1 package	
Petri dishes	30	30	
Pine cones (large)			

Pine life cycle	1	1	
Plastic Bins	10	10	
Plastic gloves	1 box	1 box	
Poison ivy display	1	1	
Pyramid of Life game	1	1	
Raccoon skull	1	1	
Scat set	1	1	
Scavenger hunts			
Scissors	20	20	
Squirrel skull	1	1	
Straws	1 package	1 package	
Tape Rolls	2	2	
Test tubes	1 set	1 set	
Tree-mendous cards/disks			
White paper	1 package	0	1 package
Wooden trays	3	3	

Comments: Nets that are sturdy. Many broke from constant use over the summer.



# Paintball

Equipment	Quantity you should have	Quantity 8/2018	Order for next year
<b>GUN EQUIPMENT:</b>			
<b>Co2 Tanks</b>			
New	20	11 full	12
Empty		2 ( 1 is no longer refillable)	
Used		4	
Co2 Tank rings	40	25	25 (5 packs of 5)
Crate w/Gun paintball hoppers	11 hoppers	10 hoppers No crate	
Gun Tool Box - Yellow/Green Boxes (Hex tools, gun oil, lube)	1	1	1
Guns	11	10	
Other Gun Supply Box	1	1	0
<b>PAINTBALL SUPPLIES:</b>			
Paintballs - cateye (green) (bag = 500)	1 bag	1 3500 (7 bags of 500)	5 cases
plastic paintball container	1	1	0
<b>RANGE SUPPLIES:</b>			
1 gallon bucket - sm grey	1	1	1
12oz empty water bottles - new	12	6	6
3in scrapper	1	1	0
Cowbells w/carbiners	6	6	0
glass cleaner	1	1	0
JT SplatMaster Marksman Target	6	6	0
mats	12	10	0
paper towel rolls	2	½ roll	2 rolls
plastic dish - deep	1	1	0
plastic safety glasses container	11	1	
safety goggles	18	6	12
target bands (2 per board)	6	6	6
Target boards	6	6	0
Target paper (20 kid x 6 periods x 39 days = 5000)	1 box	½ box	1 box

**Comments:**

Does Mark want to get together and do an “O” ring overhaul on all the guns? I’d be willing to help ( the guns haven’t been) thoroughly cleaned and I don’t know what ( if anything) is done each year.

For CO2, do we want 12 more tanks?

# Raccoon's Nest

Equipment	Quantity you should have	Quantity 8/2018	Order for next year
Brown paper bags	an assortment	an assortment	0
chapter books	an assortment	an assortment	0
cones small	20	0	20
crayons	1 box	1 box	0
dustpan	1	1	0
emergency procedures/gloves	1	1	0
flag	1	1	0
game books	an assortment	an assortment	0
hand brush	1	1	0
k-2 books	an assortment	an assortment	0
lego	3 containers	2 **	1
markers/sharpiers	1 box	0	1 box
Paper towels	1 roll	0	1 roll
picture books	an assortment	an assortment	0
scissors	1	2	0
stapler	1	1	0
tribe/tent signs	35	37	0
trivia games	an assortment	an assortment	0
White plastic bags	1 box	1/4 box	1 box

## Comments:

\*\* 3 containers of legos with pine needles and other pieces of earth.

Legos- too many small pieces. Only Lego bricks would be helpful.

- + Nicole's Idea Box
- + 4 rubber cords

# Sandbox

Equipment	Quantity you should have	Quantity 8/2018	Order for next year
Boat	1	1	0
Hand scoop shovels	18	8 + 3 = 11	7
Lg buckets	50	29 + 14 = 43	7
Lg hoes	1	1	0
Lg rakes	6	1 + 3 = 4	2
Lg shovels	8	1 + 5 = 6	2
Lg sifter	1	1	0
Lg trucks	10	5 + 3 = 8	2
Med buckets	38	16 + 9 = 25	13
Molds	10	5 + 4 = 9	1
Regular shovels	62	28 + 26 = 54	8
Sifters (sm w/ handle)	4	2 + 3 = 5	0
Sm castle buckets	18	8 + 0 = 8	10
Sm hoes	4	2	2
Sm rakes	10	6 + 3 = 9	1
Sm trucks	5	3 + 0 = 3	2
Spade	1	1	0
XL shovels	6	1	5

## Comments:

In quantity column: the first # listed is in the first sandbox. The second # after the plus sign is in the second sandbox. For example, there are 8 hand scoop shovels in sanbox one and 3 in sandbox two (11 total).

3 buckets were broken and brought to the shed along with one hoe.

## Soccer (Lower)/Lacrosse

Equipment	Quantity you should have	Quantity 8/2018	Order for next year
ball pump w/ air gauge	1	1	
cones (plastic)	10	14 big; 20 small dome	
dust broom & pan	1	1	
emergency procedures/gloves	1	1	
Hula hoops	10	0	
Football		1	
lacrosse balls	45	22	
Lacrosse goalie stick		1	1
lacrosse goal with nets	2	2	
lacrosse stick bags	2	0	2
lacrosse sticks (blue)	12	12	
lacrosse sticks (red)	12	10	
milk crate for balls	1	1	
plastic cones	50	49	
Poly spots	10	16	
Pool noodles	2	0	
pop up goals	4	5	4 ( need new )
pump needles	5	14	
soccer balls (size 5)	2	5	
soccer balls (size 4)	8	15	
soccer balls (size 3)	2	10	
soccer goal with net	2	2	
sticks with net	2	1	

### Comments:

Need lacrosse goalie stick ( there's only 1 ).

Need band aid in soccer crates.

Another gymnic yellow bouncy ball would be helpful.

Goalie gloves?



# Soccer (Upper)/Disc Golf

Equipment	Quantity you should have	Quantity 8/2018	Order for next year
<b>Disc Golf Discs</b>			
<b>Drivers</b>	20		
<b>Putters</b>	20		
<b>Frisbees</b>		3	
<b>Kickball</b>	1	1	
<b>Poly spots</b>	10	10	
<b>Pugg goals</b>	4	5 and 1 small	4 (need new)
<b>Rubber ball - orange</b>	1	1	
<b>Rubber ball - yellow</b>	1	1	1
<b>Soccer balls</b>			
* size 3	8	See previous page for totals	
* size 4	10	See previous page for totals	
* size 5	4	See previous page for totals	
<b>Start line</b>	1	1	
<b>Kickball</b>		1	

## Comments:

4 pugg goals thrown out.

# Tennis

Equipment	Quantity you should have	Quantity 8/2018	Order for next year
balls - green	100	60 + extra bag	0
balls - regular tennis	100	50	0
balls - red	60	67	0
Balls - Orange	100	77	20-25 more
Bean bags	20	20	0
Bill's racquet	3	3	0
buckets	3	8	0
Caution tape	2 rolls	1 roll	0
cones	50		
dustpan/brush	1	1	0
emergency procedures/gloves	1	1	0
grip tape	4	2	2 and 1 black tape
large push broom	1	1	0
milk crates	5	5	0
net crank	1	2	0
pins (BRING TO THE OFFICE)		4 bags	Brought to office
Racquet - Red Ball	12	13	0
Racquet - Orange Ball	12	14	0
Racquet - Green Ball	20	18	0
Sharpie	1	1	0
squeegees	2	1	0
tape for net	1	1	0
Tennis net - big	2	2	0
Tennis net - red	4	4	New netting
Tennis net - yellow	2	2	0
red rectangular court spots	50	50	0
red corners	9	12	0
hornet spray	1	0	Mark has it
scissors	1	1	0

## Comments:

Can someone regrip rackets? I'm not great at it. J.P.

# Variety

Equipment	Quantity you should have	Quantity 8/2018	Order for next year
Drums (toca)	7	17	
Band in a box - shakers, bells, tone sticks	3 boxes	4 boxes	
Bean Bags	56	56	
boom box w/CD player/cassette player	1	Does not work very well	
CD (John Fitz)	1	Scratched	
Cymbals	6	6	
Deskbells	3 sets	3	
Drums (w/ handles)	6	6	
Egg shaker	1	6	
Electric piano	1	1	
extension cord	1	1	
Hula hoops	1	6	
microphone	1	1	
Palm pipes	24	24	
paper clips	1200	1200	
Piano stand	1	1	
Piano stool	1	1	
pots and pans	5	5	
rhythm sticks	80	80	
Rhino balls	8	15	
scissors	10	9	
song book	1	1	
Tambourines	8	9	
Triangles	8	9	
Twister Game	3	3	
Water jugs		7	
Buckets		6	
Orange Extension Cord		1	

## Comments:

- It would be really cool if the speakers worked.
- Mosquitoes were bad in the Meeting Hall.

# Volleyball

Equipment	Quantity you should have	Quantity 8/2018	Order for next year
12" cones	4	1	3
18" cones	4	4	
air pump	1	1	
air pump needles	3	0	3
broom	1	1	
dustpan	1		
emergency procedures/gloves	1	0	1 (threw out old one)
garden hose	1	1	
giant nylites (large)	2	0	2
hammer	1	1	
laundry basket	1	0	1 ?
lawn sprinkler	1	1	
metal stakes (spare)	2 sets	2 sets	
pillow polo balls	3		
pillow polo sticks (blue)	12	10	
pillow polo sticks (yellow)	12	11	1
plastic stake (yellow)	4	1	3
soft v (red, white,blue)	2	3	
Volleyball (tie dye)	1	4	
volleyball (yellow)	6	4	2
volleyballs (purple/pink)	1	0	
volleyballs (red/white/blue)		6	
Beachballs		4	
Giant ball		1	
Rhino balls		2	
Nerf football		1	
Wiffle ball		1	

Comments:

## LICENSE AGREEMENT

This **LICENSE AGREEMENT** (this “Agreement”) is made and entered into as of August 20, 2019 (the “Effective Date”), by and between **CAMP SEWATARO, INC.**, a Massachusetts corporation, of One Liberty Ledge, Sudbury, Massachusetts 01776 (“Licensor”) and **THE TOWN OF SUDBURY**, acting through its Board of Selectmen, with an address of Flynn Building, 278 Old Sudbury Road, Sudbury, MA 01776 (“Licensee”).

### RECITALS

- A. Licensor owns and operates a day camp for children on property located off the Haynes Road, Greystone Lane, Liberty Ledge and Julian’s Way in the Town of Sudbury, which property is owned by Liberty Ledge, LLC (the “LLC”).
- B. Licensor, Licensee and the LLC are parties to that certain Purchase and Sale Agreement, dated as of the Effective Date (the “P&S”), in which the LLC expects to sell the Premises (as defined in the P&S) to Licensee and the shareholders of Licensor expect to donate all the shares of Licensor to Licensee on or about the Closing Date (as defined in the P&S). Such donation will include all rights to all intellectual property of Camp Sewataro, Inc.
- C. Licensee requests the right to use certain intellectual property of Licensor in order to prepare to operate a camp at the Premises during the summer of 2020.
- D. As a courtesy to Licensee, Licensor has agreed to allow Licensee to use certain intellectual property, subject to the terms herein.

**NOW, THEREFORE**, for and in consideration of the terms, covenants, conditions and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, and intending to be legally bound hereby, Licensor and Licensee hereby covenant and agree as follows:

1. Grant of License and Scope. Subject to Licensee’s compliance with the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive license to use the Licensor’s client lists, names, mailing addresses and lists, marketing, advertising, and promotional lists and materials, registrations of its campers, and documents and materials relating to the operation of the camp by Licensor and, subject to the immediately following sentence, the name “Camp Sewataro” and logos and branding images relating thereto (the “IP”) for the sole purpose of Licensee’s operation of a camp at the Premises during the summer of 2020. At all times during the term of this Agreement, Licensee shall only use the name “Camp Sewataro” if qualified and accompanied by a name identifying the user, such as Town of Sudbury/Camp Sewataro, or [name of designated operator]/Camp Sewataro. No part of such IP may be modified, disclosed, sublicensed (except as provided in Section 4) or resold without the prior written consent of Licensor, which Licensor may withhold in its sole discretion. Notwithstanding the forgoing, Licensee may disclose the IP to a limited number Licensee’s employees or, with the prior written consent of Licensor, and in accordance



with Section 3 below, to Licensee's designated camp operator, if in both such cases, access to such IP is required in order to prepare to operate the camp, provided such employees and operator agree in writing to not disclose such IP and to maintain the confidentiality of such IP. Other than in connection with routine camp business, Licensor agrees not to adversely modify, license, sublicense, sell, donate, gift, or otherwise transfer or disclose in any way any of its intellectual property to any party other than the Licensee. In the event of a violation of the preceding sentence, then Licensee shall have all remedies available at law and in equity including the right to damages and specific performance. No title or other rights or privileges other than those expressly set forth in this Agreement are granted to Licensee; there are no implied rights. The IP shall not include rights to use the website or domain name of Licensor, and any use of the forgoing shall require the prior consent of Licensor. Licensor shall reasonably cooperate with Licensee in providing Licensee with access to such licensed materials in a form and on a timetable mutually acceptable to Licensee and Licensor commencing on September 6, 2019.

The parties will cooperate with each other in the development and distribution of all press releases and other public announcements or announcements to Licensor's clients relating to the transactions contemplated by the P&S and the Town's operation of a camp in 2020. All such press releases or announcements shall be subject to prior review and approval by both parties, both in terms of text and timing, such approval not to be unreasonably withheld or delayed.

2. Term and Termination. This Agreement shall commence on the Effective Date and shall terminate upon the Closing Date set forth in the P&S (as such Closing Date may be extended by agreement of the parties to the P&S). Licensor may terminate this Agreement upon written notice to Licensee in the event Licensee breaches its obligations under this Agreement and such breach remains uncured for a period of seven (7) days after written notice of such breach is provided to Licensee. Unless the Closing occurs, at which time the Town of Sudbury shall own the IP, at the end of the term or upon termination of this Agreement, Licensee shall, and shall ensure that its employees, promptly return the IP to Licensor, together with all copies and abstracts thereof. If Licensee, or any assignee, or other person to whom Licensee has disclosed the IP, fails to promptly return the IP to Licensor, or uses or discloses the IP in violation of this Agreement, then Licensor shall have all remedies available at law and in equity including the right to damages and specific performance.
3. Assignment. Except as provided herein, Licensee shall not assign the whole or any part of the foregoing license or its interest in this Agreement without Licensor's prior written consent, which may be granted or withheld in the Licensor's sole discretion. Notwithstanding the forgoing, the parties acknowledge that Licensee expects to retain an operator (the "Operator") to run the camp during the summer of 2020. Licensor agrees to consent to an assignment of this Agreement by the Town to the Operator, provided the Operator (i) agrees to be bound by this Agreement and agrees to perform all of the obligations of Licensee under this Agreement, and (ii) agrees to indemnify and save harmless Licensor and the directors, trustees, officers, employees, representatives, and

agents of Licensor (collectively “Licensor’s Agents”) from and against any and all liability, loss, cost, claims, demands, damages, and expenses (including without limitation reasonable attorneys’ fees and expenses related to any of the foregoing), which may arise out of any act or omission of Operator, its officers, employees, agents, successor or assigns under this Agreement. Notwithstanding any consent to an assignment, Licensee shall remain liable to Licensor for the full performance of the covenants and conditions of this Agreement. The provisions of Section 3 shall survive the termination or expiration of the Agreement.

4. Notice. Any notice from one party to the other relating to this Agreement or use of the IP shall be in writing and deemed to have been duly given (i) three business days after mailing if sent by U.S. mail, postage prepaid, certified mail, return receipt requested, (ii) on the date of delivery if delivered by hand, or (iii) on the next business day after mailing if sent by nationally recognized overnight carrier (i.e. UPS, FedEx, USPS), by overnight mail, and in each case addressed to the parties at their respective addresses as set forth in the first paragraph of this Agreement, with copies as follows:

To Seller’s attorney: Sheryl A. Howard, Esq.  
Krokidas & Bluestein LLP  
600 Atlantic Avenue  
Boston, MA 02210  
Email: [showard@kb-law.com](mailto:showard@kb-law.com)

To Buyer’s attorney: Lee Smith, Esq.  
KP | LAW  
101 Arch Street, 12th Floor  
Boston, MA 02110  
Email: [lsmith@k-plaw.com](mailto:lsmith@k-plaw.com)

5. Relationship.

- a. Licensor and Licensee acknowledge that this Agreement shall not create in Licensee any right, title and interest (including copyright) in and to the IP. This Agreement does not grant Licensee any intellectual property rights in the IP and Licensor hereby reserves all intellectual property rights in the IP. Until the Closing occurs, at which time the IP shall become the property of the Town of Sudbury, Licensee’s rights with respect to the IP are limited to the license granted in Section 1.
- b. Licensor represents and warrants to Licensee that it has all the rights, title, interest, powers and authority necessary to grant the above license for the IP to Licensee. Neither Licensor nor the IP is subject to any liens or charge, claim, limitation, condition, equitable interest, pledge, security interest, easement, encroachment, right of first refusal, adverse claim or restriction of any kind, including any restriction on or transfer or other assignment, as security or

otherwise, of or relating to use, quiet enjoyment, transfer, receipt of income or exercise of any other attribute of ownership of the IP.

6. Miscellaneous.

- 6.1 Entire Agreement. This Agreement (i) contains the entire agreement of the parties with respect to the subject matter which it covers; (ii) supersedes all prior or other negotiations, representations, understandings, and agreements of, by, or between the parties, which shall be deemed fully merged herein; and (iii) may not be changed or amended except in writing signed by both parties.
- 6.2 Waiver. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right at any time, or from time to time thereafter. The waiver of any breach of any term or condition of this Agreement shall not be deemed to constitute the continuing waiver of the same or any other term or condition.
- 6.3 Governing Law. This Agreement shall be governed by and construed under and in accordance with the laws of The Commonwealth of Massachusetts. By executing this Agreement, each party hereto expressly (i) consents and submits to personal jurisdiction consistent with the previous sentence; (ii) waives to the fullest extent permitted by law any claim or defense that such venue is not proper or convenient; and (iii) consents to service of process in any manner authorized by Massachusetts law. Any final judgment entered in an action brought hereunder shall be conclusive and binding upon the parties hereto.
- 6.4 Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument. A signed copy of this Agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.
- 6.5 Headings. The captions and headings herein are inserted only as a matter of convenience and for reference and in no way define, limit, construe or describe the scope of this Agreement or the meaning or intent of any provision hereof.
- 6.6 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been included herein.
- 6.7 Authority; Joint and Several Liability. Each individual signing below hereby represents that the party for whom he or she signs has duly authorized him or her to execute this Agreement on behalf of that party. If two or more persons are named herein as Licensee or Licensor, their obligations hereunder shall be joint and several.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

**LICENSOR:**

**CAMP SEWATARO, INC.**

By: Mark Taylor  
Mark Taylor, Chief Executive Officer and  
Treasurer

**LICENSEE:**

**TOWN OF SUDBURY**

By: M. Rodriguez  
Name: M. Rodriguez  
Title: TOWN MANAGER

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696679/ SUDB/0054

## FIRST AMENDMENT TO LICENSE AGREEMENT

This FIRST AMENDMENT TO LICENSE AGREEMENT (this “Amendment”) is made this \_\_\_\_ day of September, 2019 by and among CAMP SEWATARO, INC. (“Licensor”), THE TOWN OF SUDBURY, acting by and through its Board of Selectmen (“Licensee”) and SCOTT BRODY, the Licensee’s designated camp operator.

WHEREAS, Licensor and Licensee are parties to that certain License Agreement dated as of August 20, 2019 (the “Agreement”);

WHEREAS, Licensee selected Scott D. Brody (“Brody”) as the successful proposer under that certain request for proposals issued by Licensee, which request for proposals concerned the operation of the day camp that is the subject of the Agreement;

WHEREAS, Licensee and Brody have requested that (i) Brody have the right to form a Massachusetts limited liability company with the name “Camp Sewataro LLC” to serve as the operator of the day camp and (ii) Licensee and Brody have the right to use the website and domain name of Licensor, as part of the IP of Licensor to be licensed hereunder; and

WHEREAS, Licensor has agreed to such request, subject to the terms and provisions of this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor, Licensee and Brody hereby agree as follows.

1. Limited Liability Company Name. Brody shall have the right to form a Massachusetts limited liability company to be owned and controlled by Brody with the name “Camp Sewataro LLC” (the “LLC”). Notwithstanding the foregoing, in the event the Closing has not occurred by October 17, 2019 (as such date may be extended by Licensor and Licensee), Brody shall promptly rename the LLC so that the word “Sewataro” is no longer part of the name, by filing an amendment to the Certificate of Organization of Camp Sewataro LLC with the Secretary of the Commonwealth, and Brody and the LLC shall cease to have rights to use the name “Camp Sewataro”. The parties will cooperate with each other in the development and distribution of all press releases and other public announcements or announcements to Licensor’s clients to avoid confusion between the LLC and Licensor.
2. Brody and LLC Join License Agreement. Brody and the LLC (in the case of the LLC upon formation and execution of the Joinder attached hereto as Exhibit A (the “Joinder”), which Joinder is hereby consented to by each of the parties hereto) hereby join the Agreement, as amended, and agree to be bound by all of the provisions thereto and agree to perform all of the obligations of Licensee and/or Operator under the Agreement. Until such time as the LLC is formed and the Joinder is executed, Brody shall, and upon the formation of the LLC and execution of the Joinder, the LLC shall indemnify and save harmless Licensor and the Licensor’s Agents and the Town of Sudbury from and against any and all liability, loss, cost, claims, demands, damages, and expenses (including without limitation reasonable attorneys’ fees and expenses related to any of the foregoing), which may arise out of any act or omission of Brody,



the LLC, or his or its officers, employees, agents, successor or assigns under the Agreement, as amended.

3. Website and Domain. Provided that Licensee enters into an agreement with the LLC and executes the Joinder, the website and/or domain name of Licensor shall be included in the definition of IP in the Agreement. Brody and Licensor shall cooperate to update the website to remove references to the Taylor family from the website (except in a historical context), in order to prevent confusion.

4. Miscellaneous. All capitalized terms used herein, unless otherwise defined herein, shall have the same meaning as the same capitalized terms used in the Agreement. Except as modified by this Amendment, the Agreement is unmodified and in full force and effect. This Amendment may be executed in one or more counterparts, each of which, when taken together, shall constitute one and the same document. An email, facsimile, or electronic signature on this Amendment shall be equivalent to, and have the same force and effect as, an original signature.

*[Signature Pages Follow]*

EXECUTED under seal as of the date first written above.

LICENSOR:

CAMP SEWATARO, INC.

By: *Mark Taylor*  
Name: Mark Taylor  
Title: Chief Executive Officer

LICENSEE:

TOWN OF SUDBURY

By: \_\_\_\_\_  
Name:  
Title:

[Additional Signature Page Follows]

Attachment3.h: Exhibit6\_KP-#698565-v1-SUDB- Sewataro\_IP\_License\_with\_1st\_Amendment (3434 : Vote on Sewataro agreement)

EXECUTED under seal as of the date first written above.

LICENSOR:

CAMP SEWATARO, INC.

By: \_\_\_\_\_

Name: Mark Taylor

Title: Chief Executive Officer

LICENSEE:

TOWN OF SUDBURY

By: Maryanne Bilodeau

Name: Maryanne Bilodeau

Title: Interim Town manager

[Additional Signature Page Follows]

Attachment3.h: Exhibit6\_KP-#698565-v1-SUDB- Sewataro\_IP\_License\_with\_1st\_Amendment (3434 : Vote on Sewataro agreement)

EXECUTED under seal as of the date first written above.

OPERATOR



---

Scott Brody

EXHIBIT A

JOINDER

Effective as of \_\_\_\_\_, 2019, the undersigned Camp Sewataro LLC hereby joins that certain License Agreement dated as of August 20, 2019, as amended by that certain First Amendment to License Agreement dated as of \_\_\_\_\_, 2019 (as amended, the "License Agreement") and agrees to be bound by all of the provisions thereto and agrees to perform all of the obligations of Licensee, Brody and/or Operator under the License Agreement. Camp Sewataro LLC hereby agrees to indemnify and save harmless Licensor and the Licensor's Agents and the Town of Sudbury from and against any and all liability, loss, cost, claims, demands, damages, and expenses (including without limitation reasonable attorneys' fees and expenses related to any of the foregoing), which may arise out of any act or omission of Camp Sewataro LLC, or its officers, employees, agents, successor or assigns under the License Agreement.

This Joinder shall be binding upon and inure to the benefit of Camp Sewataro LLC, Brody, Licensor, and Licensee, and their representative successors and assigns.

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the License Agreement.

EXECUTED under seal as of the date first written above.

CAMP SEWATARO LLC

By: \_\_\_\_\_  
Name: Scott D. Brody  
Title: Manager

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## Jennifer Roberts' Feedback/Input for Scott Brody Sewataro RFP Response Negotiation

August 25, 2019

As I expressed on 8/20, I have significant concerns about public access. At present, I find the Brody RFP response public access plan insufficient and, in parts, too vague. At \$345K in possible rent payment/revenue-sharing at \$1MM net revenue (similar to the current operations), there still remains a large gap for citizens to cover the cost of the debt (debt service payment of ~\$800-900K in initial years). I do recognize the "savings" generated by the Town not paying for insurance and maintenance/grounds (\$115K and \$240K respectively according to Sewataro's 2018 P&L statement), however if the Town were to pay those costs and manage the land ourselves, we would have full access.

### 1) Use of Trails and Natural Landscape when camp is not in session:

Where are the trails? I have not seen a trail system at Sewataro. Marcus Lewis offered the following for public access: fishing pond, swimming pond, open spaces, sport courts, open shelter, 2 port-a-potties. This is considerably more than simply use of the "trails" and natural landscape.

I believe public access should also be permitted on the weekends during camp operation (similar to the Marcus Lewis proposal). 7:30am to sunset seems reasonable to me.

**In your negotiation, I request that you ask for public access to: land (trails, open space), sports courts, open shelter (for gatherings or poor weather), and 2 port-a-potties. Specifically, I request that you ask for access to these facilities ON THE WEEKEND DURING CAMP OPERATIONS and during the remainder of the year.**

I am less familiar with how public access could function for the ponds, but I request that you discuss this as well (including gaining an understanding why they were not offered and if they could be).

### 2) Weekend programming at various times throughout summer at certain portions of site:

Certainly intriguing, however, I consider this to be "controlled access."

Specifically, when would these events occur? How many? Where on the site? Who will pay for, organize, and set up these events? Who will clean-up and pay for this clean-up?

While these events sound enjoyable and worthwhile, we do have other summer events through Park & Recreation (concerts and movies) at the Fairbank fields. We just instituted a sizable and highly popular tree-lighting event at Town Center.

If the costs of the proposed events fall on the town, then the true benefit is diminished since we could replicate a number of them elsewhere on other town properties.

Plus, it is worth noting that events at Sewataro will serve a marketing purpose for the camp operator (further weakening the case for substantial cost outlay by the Town).

**In your negotiation, I request that you minimize the cost outlay of the Town for special events. Please also ensure that there are events that appeal to citizens of ALL ages.**

### 3) Other Town groups/departments using the Sewataro property

The RFP proposes ongoing enrichment programming for children and adults, including seniors throughout the year. More specifics are needed here. What does this mean? How will this work? Who will pay for it?

I would propose that Park and Recreation have access to use of parts of the property for programming during non-camp operation periods for activities such as cross-country skiing and yoga. I propose the same for the Senior Center, SPS, and LS (and other interested departments) for any programming they might want at Sewataro. I suspect such programming would not greatly increase the maintenance requirements; however, I believe it is reasonable that these groups would pay for other related programming costs such as marketing, staff, etc.

**In your negotiation, I request that you clarify which town groups (again I propose at least Park & Rec, SPS, LS, and Senior Center) will have access for programming and who will pay related costs. However, please leave it open to other groups that may be interested in use of the property in the future.**

### 4) ADA Compliance

To the above points, I understand we may start to face the issue of accessibility and ADA compliance depending on the type of programming or event. At present, I do not believe we as a Board are familiar enough with what would need to be done.

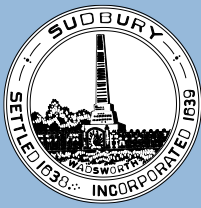
**In your negotiation, I request that you clarify who will be responsible for costs associated with ADA compliance. My hope is that Scott Brody and team can help bear a significant portion of this cost, particularly if it increases accessibility for their camp operations.**

In summary, many Sudbury residents voted in favor of the Sewataro acquisition because they wanted public access. These residents were not voting to simply continue the current Sewataro operation which serves predominantly non-Sudbury children and is unaffordable for many overall. I do support a camp operation to help offset the cost of debt service and maintenance. However, without sufficient public access, we will have essentially purchased Sewataro to subsidize the next camp operator's business.

I found the Marcus Lewis and YMCA proposals to be strong. While I have concerns about certain aspects of their proposals as well, they may be reasonable back-ups – particularly if there is the ability to negotiate.

Thank you for your attention to this, and best of luck with the upcoming negotiation.

Jen Roberts



SUDBURY BOARD OF SELECTMEN  
Tuesday, September 10, 2019

**TIMED ITEM**

**4: Interview Town Manager Search Firm(s)**

REQUESTOR SECTION

Date of request:

Requestor: Chairman

Formal Title: Interview Town Manager Search Firms: Municipal Resources, Inc., Community Paradigm Associates, UMass Collins Center. (30 minutes allocated for each firm) Also further discussion regarding composite interview ratings.

Recommendations/Suggested Motion/Vote: Interview Town Manager Search Firms: Municipal Resources, Inc., Community Paradigm Associates, UMass Collins Center. (30 minutes allocated for each firm) Also further discussion regarding composite interview ratings.

Background Information:  
Attached summary evaluations.

Financial impact expected:

Approximate agenda time requested: 30 minutes

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

09/10/2019 6:30 PM

## Summary Evaluation of Town Manager Search Firms

	Networking Strategies	Experience/Key Personnel	Approach to Ensuring Community Involvement	Implementation Plan & Schedule	Recruitment Materials	REFERENCES
<b>Municipal Resources, Inc.</b>	HA-4 A-0 NA-1 U-0	HA-5 A-0 NA-0 U-0	HA-2 A-1 NA-2 U-0	HA-5 A-0 NA-0 U-0	HA-1 A-1 A/NA-1 NA-2 U-0	HA-3 (DC/JR/WS) A-1 (PB)
<b>The Executive Suite</b>	HA-0 A-2 NA-3 U-0	HA-0 A-1 NA-3 U-1	HA-0 A-1 NA-3 U-1	HA-2 A-3 NA-0 U-0	HA-0 A-0 NA-4 U-1	HA-2 (JD/JR) A-2 (WS/PB)
<b>Community Paradigm Associates</b>	HA-5 A-0 NA-0 U-0	HA-4 A-1 NA-0 U-0	HA-4 A-1 NA-0 U-0	HA-5 A-0 NA-0 U-0	HA-5 A-0 NA-0 U-0	HA-3 (JD/JR/WS) A-1 (PB)
<b>Collins Center UMass Boston</b>	HA-3 A-2 NA-0 U-0	HA-3 A-1 NA-1 U-0	HA-2 A-3 NA-0 U-0	HA-3 A-2 NA-0 U-0	HA-1 A-1 A/NA-1 NA-2 U-0	HA-1 (JR) A-2 (DC/PB) NA-1 (WS)

Ratings: Highly Advantageous (HA), Advantageous (A), Not Advantageous (NA), Unacceptable (U)

Attachment 4.a: search firm ratings and references summary (3420 : Interview Town Manager Search Firm(s))

## TOWN MANAGER SEARCH FIRM REFERENCES - SUMMARY

### Municipal Resources, Inc.

WS: Hanover Town Manager 2017, Planning Dir. Did you find candidates which were a fit? – yes. How many weeks/months? Pretty quick. How satisfied were you with the firm? They held to timeline. Would recommend them for TM search. Note: 3 or 4 public interviews – all qualified.

JD: Left message with Berlin, spoke to Exec Asst. to TM, no problems, and TM still there. Only submitted one sample of TM recruitment materials.

PB: Jon Benson, Selectman, Acton MA (4:30 pm Thursday, August 22, 2019) Hiring Town Manager –Pop 21,929 (2010) Search completed in 2018. Very pleased. Specifically worked with Buzz and Bob, with whom Jon was very impressed. Acton was prepared to do its own search as they had done previously, but they felt that a search firm had access to a better pool of applicants. Additionally, the search firm maintained confidentiality of applicant information (including background checks). Project was completed on time. Nothing unanticipated re: costs or project revisions.

PB: Suzie Barry, Chair Selectmen, Lexington MA (10:30 am Tuesday, August 27, 2019) Hiring Town Manager ~Pop 31,394 (2010) Search completed 2018. Very pleased. Again, specifically worked with Buzz and Bob. MRI was particularly accommodating of the very compressed schedule required; following the previous town manager's resignation the Board selected MRI in May; MRI had three candidates before the Selectmen in August of whom one was selected. A strong point is the ability to present candidates from "non-traditional" career paths and the extensive contacts within municipal government. Project completed on time. Nothing unanticipated re: costs or project revisions.

JR: 29 years' experience; appear to have many searches/contacts. \*For references so far have not spoken with identified contacts (no longer in roles) but was referred to individual who was interim TM and highly involved in search. For brochures, only included one TM brochure (Concord) and a few general brochures. Community involvement: they clearly do it but did not provide specific community examples. Overall, clearly vast experience but did not address some of our specific RFP areas as well as others.

DC: Bedford – no response as of 8/27. North Andover – good review; process went very smoothly and they were very happy.



## TOWN MANAGER SEACH FIRM REFERENCES - SUMMARY

### The Executive Suite

WS: Hyannis, Chamber of Commerce: 2011 President & CEO. Did you find candidates which were a fit for your community? Warren widely advertised, screened, checked references, gave guidelines for internal process. Very satisfied with the firm. Would recommend them again for search (Chamber CEO)

JD: Spoke to Nantucket, pleased overall but didn't hire TM. Submitted only one sample of recruitment materials; not for TM.

PB: John Bologna, Principal Engineer, Suzanne Sullivan, CFO, Coastal Engineering Company (10:30 am, Monday, August 26, 2019) Hiring Structural and Marine Engineer. Orleans, MA. Search completed in 2017. (John Bologna was on vacation; Suzanne returned my call.) Very impressed with Warren's performance—organized, thorough, and detail-oriented. Coastal Engineering was seeking specialized skills in marine engineering from a limited candidate pool. Warren was extremely responsive and very effective at pre-screening to present suitable candidates. The project completed in six months; about what they'd been led to expect, due to the limited candidate pool. The unexpected didn't happen; again, she stressed the thorough preparation and meticulous organization.

JR: Owned by current owner since 2009. Does municipal and private searches; seems to seeking to break in the field of "official municipal searches" in a bigger way. References: Positive reference but NOT municipal search. Lacking searches for TM as executive recruiter (done when interim TM). Person-Future Fit – intriguing. Concerned about "not including stable of clients?" Community involvement: does not provide examples of town-specific Community Engagement.

## TOWN MANAGER SEARCH FIRM REFERENCES - SUMMARY

### Community Paradigm Assoc.

WS: Ipswich TM. William Craft BOS Chair. Provided solid pool of very capable candidates. Process on schedule. How satisfied were you with the firm? Uniformly positive based on all aspects. Would recommend them without reservation.

WS: Wayland TA. Bernie Lynch is excellent. Search took 5-6 months. Overall very satisfied and would recommend CPA again for TA search.

JD: Highly recommended by both Amherst and Great Barrington. Submitted numerous recruitment material samples.

PB: Tom Palmer, Search Committee Chair, Weston MA (2:30 pm August 23, 2019) Hiring Town Manager ~Pop 11,389 (2017) Search completed in 2018. Very pleased. Tom was chair of five-member screening committee, with Bernie Lynch as principal from Community Paradigm. Lynch helped recruit candidates with a fit for Weston culture who had experience in town government, and guided—without overwhelming—the search committee in selecting the final three candidates to present publicly to the Selectmen. The project took about three months (April through June). Nothing unanticipated re: costs or project revisions.

PB: Cheryll Leblanc, Vice-Chair Selectmen, Oxford MA (10:00 am August, 26, 2019) Hiring Town Manager ~Pop 13,709 (2010) Search completed in 2018. Very impressed. Professional, organized, knowledgeable, timely, and accommodating (search occurred over the summer with day jobs, vacations, and a volunteer board). Tactful in dealing with multiple personalities and refocusing on the task at hand. The Oxford town charter requires the Town Manager to be a resident, presenting challenges in developing candidates. Despite challenges, met the schedule (May through August) Nothing unanticipated re: costs of project revisions.

JR: Assert to be most active municipal manager recruitment firm in MA. In 6th business year but significant experience in those years (searches, contacts, etc.) 30 TM/TA placements in past 5 years out of 42 recruitments. Spoke with one positive reference; waiting to hear on another. Addressed key areas of RFP comprehensively

DC: Towns of Hamilton and Winchendon – no response as of 8/27.

## TOWN MANAGER SEACH FIRM REFERENCES - SUMMARY

### Collins Center UMass Boston

WS: Millis Town Admin. Did you quickly find candidates which were a fit? Yes 10+. Took about 6 months. Overall satisfied, and would recommend again.

WS: Jean Nam re: Sudbury SPS Superintendent. Overall unsatisfied and wouldn't recommend. Little guidance, poor organization and poor communication with search committee. 30 applicants responded, 2 or 3 personally invited (not Brad).

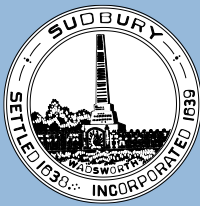
JD: Left messages with Longmeadow. Submitted only one sample of TM recruitment materials.

PB: Jason Adams, Town Councilor, Randolph, MA (5:30 pm Thursday, August 22, 2019) hiring Town Administrator--Pop 32,158 (2010) Search completed a couple months ago. Highly pleased with firm's performance. One particular challenge was working with a highly divided nine-member board. Collins was committed to working through the issues regardless of how long it took. Specifically, they worked with Mary Acairdi, whom he found very responsive by phone or text, and very calm and goal-oriented whenever glitches arose. The project completed substantially on time. Whatever minor delays there were resulted from difficulties convening town (rather than Collins) representatives. Nothing unanticipated re: costs or project revisions.

PB: Ellen Allen, BOS chair, Screen Cmte member, Norwell MA (1 pm, Friday, August 23, 2019) hiring Town Administrator (TA) ~Pop 10,506 (2010) Search completed in 2015. Very pleased. Specific challenges were that their previous TA left on December 31. They hired an interim and had the new TA on board June 1. They used Mary Aicardi who accommodated their compressed schedule (posting job, creating/refining questions, community interviews). They used a five-member search committee with no at large community members and holding frequent meetings. Collins/Aicardi reached out to various candidates who were not looking at the time; this included the individual finally selected. Town Profile took longer than expected; in general, the process ran smoothly, with no delays. Nothing unanticipated re: costs or project revisions.

JR: 70 executive searches in 10 years, 55 in past 5 years. Appears to have many contacts throughout MA. Link to UMass Boston. Slightly less detailed recruitment schedule. Only one example of recruitment materials provided (for a TM)

DC: Dover – Town Admin – Good review; said CC was timely and involved the community which was important to them. Cohasset – Town Mgr – wrong name given in materials provided. Got correct name (Diane Kennedy) but not heard back as of 8/27.



SUDBURY BOARD OF SELECTMEN  
Tuesday, September 10, 2019

**MISCELLANEOUS (UNTIMED)**

**5: ROFR 6 Old County Road**

REQUESTOR SECTION

Date of request:

Requestor: Adam Duchesneau, Director of Planning & Community Development

Formal Title: Discussion and vote whether to delegate the Town's Right of First Refusal (ROFR) to the Sudbury Housing Authority (SHA) regarding property located at 6 Old County Road.

Recommendations/Suggested Motion/Vote: Discussion and vote whether to delegate the Town's Right of First Refusal (ROFR) to the Sudbury Housing Authority (SHA) regarding property located at 6 Old County Road.

Background Information:  
attached letter to be signed by Interim Town Manager after BOS vote

Financial impact expected:

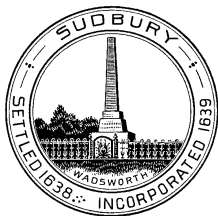
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

09/10/2019 6:30 PM



Maryanne Bilodeau  
Interim Town Manager

**TOWN OF SUDBURY**  
*Office of the Interim Town Manager*  
[www.sudbury.ma.us](http://www.sudbury.ma.us)

278 Old Sudbury Road  
Sudbury, MA 01776-1843  
978-639-3381  
Fax: 978-443-0756  
Email: [townmanager@sudbury.ma.us](mailto:townmanager@sudbury.ma.us)

September 10, 2019

Qiuping Chen and Ke Xu  
6 Old County Road, Unit 28  
Sudbury, MA 01776

Dear Qiuping Chen and Ke Xu,

The Town of Sudbury has received your Conveyance Notice dated August 5, 2019 giving notice of your intent to sell your unit at 6 Old County Road, Unit 28.

Please accept this letter as formal notice that (1) the Town is exercising its right of first refusal to purchase the property located at 6 Old County Road, Unit 28, Sudbury, for the stated Maximum Resale Price, and (2) the Town has assigned its right of first refusal to purchase the Unit to the Sudbury Housing Authority. Accordingly, the Sudbury Housing Authority will proceed with the purchase of the Unit in accordance with the terms of the Unit's Deed Rider.

The sale price of your unit is \$220,652. This price was determined by calculating the Maximum Resale Price set forth in the Deed Rider and adding to it the resale fee required by the Deed Rider. The Maximum Resale Price of your unit equals the area median income of a household of 4 for the \$113,300 Boston HMFA is determined by the U.S. Department of Housing and Urban Development, multiplied by the Maximum Resale Price Multiplier of your unit ( $\$113,300 \text{ AMI} \times 1.90 \text{ MULTIPLIER} = \$215,270 \text{ PRICE TO SELLER}$ ). The Deed rider requires the new eligible purchaser to pay a 2.5% resale fee, \$5,382, for the cost of marketing your unit.

Subject to the corresponding provisions contained the Deed Rider on your unit, the period for the Town of Sudbury to find an eligible purchaser (including the Sudbury Housing Authority) will expire on November 3, 2019 (90 Days from receipt of your Conveyance Notice), after which time you are able to sell the property to an ineligible purchaser, still subject to the affordable housing restriction, with preference to a household earning between 80% and 120% of the Area Median Income. The Town, as Monitoring Agent, will assist in this situation.



Page 2

Please accept this letter as formal notice that (1) the Town is exercising its right of first refusal to purchase the property located at 6 Old County Road, Unit 28, Sudbury, for the stated Maximum Resale Price, and (2) the Town has assigned its right of first refusal to purchase the Unit to the Sudbury Housing Authority. Accordingly, the Sudbury Housing Authority will proceed with the purchase of the Unit in accordance with the terms of the Unit's Deed Rider.

The Sudbury Housing Authority will contact you in order to begin the process of acquiring the Unit. Sheila Cusolito, the Executive Director of the Housing Authority may also be reached at 978-460-2423.

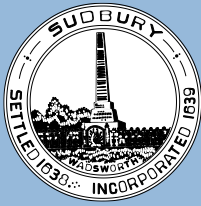
Please contact Adam Duchesneau at 978-639-3387 if you have any questions,

Sincerely,

---

Maryanne Bilodeau  
Interim Town Manager

CC: Sheila Cusolito, Executive Director, Sudbury Housing Authority (by email)



SUDBURY BOARD OF SELECTMEN  
Tuesday, September 10, 2019

**MISCELLANEOUS (UNTIMED)**  
**6: Master Plan update and discussion**

REQUESTOR SECTION

Date of request:

Requestor: Adam Duchesneau, Director of Planning & Community Development

Formal Title: Discussion and update on Master Plan by Horsley Witten Group.

Recommendations/Suggested Motion/Vote: Discussion and update on Master Plan by Horsley Witten Group.

Background Information:

Horsley Witten to provide a Master Plan update of where things are at in the process and, if appropriate, conduct a short information gathering exercise/group discussion. *In attendance from Horsley Witten will be Krista Moravec, Fabiola Alikpokou, and Nate Kelly.*

Financial impact expected:

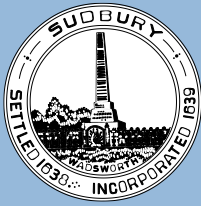
Approximate agenda time requested: 15 minutes

Representative(s) expected to attend meeting: Krista Moravec, Fabiola Alikpokou, and Nate Kelly, all of Horsley Witten Group

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

09/10/2019 6:30 PM



SUDBURY BOARD OF SELECTMEN  
Tuesday, September 10, 2019

**MISCELLANEOUS (UNTIMED)**

**7: Discussion on Fairbank**

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Discussion on Fairbank Community Center building project.

Recommendations/Suggested Motion/Vote: Discussion on Fairbank Community Center building project.

Background Information:

Financial impact expected:

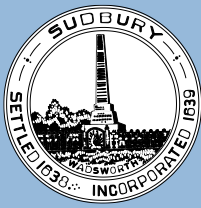
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

09/10/2019 6:30 PM



## MISCELLANEOUS (UNTIMED)

### 8: Citizen's comments

#### REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Citizen's comments (cont.)

Recommendations/Suggested Motion/Vote:

Background Information:

Financial impact expected:

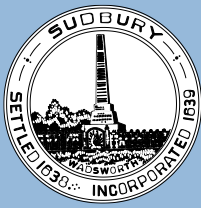
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

09/10/2019 6:30 PM



SUDBURY BOARD OF SELECTMEN  
Tuesday, September 10, 2019

**MISCELLANEOUS (UNTIMED)**

**9: Upcoming agenda items**

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Discuss upcoming agenda items

Recommendations/Suggested Motion/Vote: Discuss upcoming agenda items

Background Information:

Financial impact expected:

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

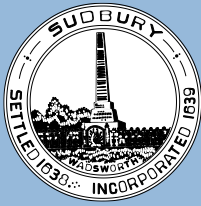
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POTENTIAL UPCOMING AGENDA ITEMS/MEETINGS

MEETING	DESCRIPTION
Sept. 24	Discussion/vote to select Town Manager search firm, and authorize Interim Town Manager to sign contract
Tuesday, Oct. 8, 9:00 AM Police Station Conf. Room	Goal-setting session
Date to be determined	Update from BOS Policy Subcommittee
	Fall Town Forum
	BOS social media policy
	Town meeting recap – year in review
	Liquor License request - Whole Foods
	Route 20 empty corner lot – former gas station
	HOME program
	Update on traffic policy (Chief Nix)
	Update on crosswalks (Chief Nix/Dan Nason)
	Sudbury Access Corp. (SAC) annual report (Oct. 22)
	Tax Classification Hearing (Oct/Nov)
	Annual alcohol license renewals (Dec)
	Citizen Leadership Forum
	Town-wide traffic assessment
	DLS presentation
	Temporary Trailer permit - 150 Boston Post Road
<b>STANDING ITEMS FOR ALL MEETINGS</b>	BOS requests for future agenda items at end of meeting
	Citizens Comments, continued (if necessary)
	Fairbank Community Center update (ongoing)

Attachment 9.a: POTENTIAL UPCOMING AGENDA ITEMS\_09\_10\_19 (3423 : Upcoming agenda items)



SUDBURY BOARD OF SELECTMEN  
Tuesday, September 10, 2019

**CONSENT CALENDAR ITEM**

**10: Land Conveyance to US Fish & Wildlife**

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Pursuant to the Agreement for Purchase of Lands between the Town and the U.S.A. Secretary of the Interior, Division of Realty, Fish and Wildlife Service executed pursuant to the vote of the Board of Selectmen on September 25, 2018, vote to execute the deeds to Parcel G12-0013 and Parcel G12-0015 located off Water Row for the total sale price of \$42,750.

Recommendations/Suggested Motion/Vote: Pursuant to the Agreement for Purchase of Lands between the Town and the U.S.A. Secretary of the Interior, Division of Realty, Fish and Wildlife Service executed pursuant to the vote of the Board of Selectmen on September 25, 2018, vote to execute the deeds to Parcel G12-0013 and Parcel G12-0015 located off Water Row for the total sale price of \$42,750.

Background Information:  
See attached materials. Town Counsel has approved the deeds to be signed.

Financial impact expected: Payment of \$42,750 from the US Government for land purchase

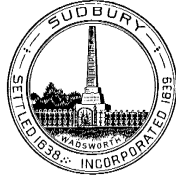
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

09/10/2019 6:30 PM



At a legal meeting of the qualified voters of the Town of Sudbury,  
held October 16, 2017 the following business was transacted under

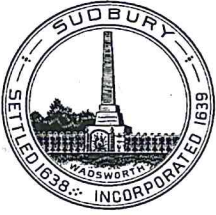
Article 4 – LAND CONVEYANCE TO FISH AND WILDLIFE SERVICE

MODERATOR DECLARED VOTED BY WELL MORE THAN TWO-THIRDS:

To transfer to the Board of Selectmen for the purpose of conveying and authorize the Board of Selectmen to convey, on the terms and conditions established by the Board of Selectmen, the following parcels of Town land: Assessors Parcel G12-0013, Water Row and Assessors Parcel G12-0015, Water Row, said real estate disposition to be made in compliance with General Laws Chapter 30B to the extent applicable, and further to authorize the Board of Selectmen and other Town officials to take all actions to carry out this Article.

A true copy, Attest:

Rosemary B. Harvell  
Town Clerk



## TOWN OF SUDBURY

Office of Selectmen  
www.sudbury.ma.us

Flynn Building  
278 Old Sudbury Rd  
Sudbury, MA 01776-1843  
978-639-3381  
Fax: 978-443-0756

Email: [selectmen@sudbury.ma.us](mailto:selectmen@sudbury.ma.us)

October 2, 2018

Ms. Heather Ruel, Realty Specialist  
Division of Realty  
Northeast Regional Office  
U.S. Fish & Wildlife Service  
300 Westgate Center Drive  
Hadley, MA 01035

IN BOARD OF SUDBURY SELECTMEN  
Meeting Date: September 25, 2018

### U.S. Fish and Wildlife Land Purchase

Present: Chairman Robert C. Haarde, Vice-Chairman Daniel E. Carty, Selectman Patricia A. Brown, Selectman Janie Dretler, Selectman Leonard A. Simon and Town Manager Melissa Rodrigues.

It was on motion unanimously

VOTED: To execute the Agreement for the Purchase of Lands between the Town of Sudbury, as Vendor, and the United States of America, acting by and through the Secretary of the Interior by the Chief, Division of Realty, U.S. Fish and Wildlife Service in order to convey the fee simple interest in the Water Row parcels of land shown on Assessors maps as Parcels G12-0013 and G12-0015 for the market value of \$42,750 pursuant to the Statement of Just Compensation issued by the government.

A True Copy Attest: Melissa Murphy-Rodrigues, Esq.  
Melissa Murphy-Rodrigues  
Town Manager – Clerk

Attachment 10.b: Executed Agreement 10-2-18 (3440 : Land Conveyance to US Fish & Wildlife)



# United States Department of the Interior

## FISH AND WILDLIFE SERVICE

300 Westgate Center Drive  
Hadley, MA 01035-9589



### AGREEMENT FOR THE PURCHASE OF LANDS

THIS AGREEMENT, made and entered into this 2<sup>nd</sup> day of Oct., 2018, by and between the Town of Sudbury, hereinafter styled the vendor, for itself, its heirs, executors, administrators, successors, and assigns, and the United States of America, acting by and through the Secretary of the Interior or his/her authorized representative,

WITNESSETH:

1. In consideration of ONE DOLLAR (\$1.00) in hand paid by the United States, the receipt of which is hereby acknowledged, the vendor agrees to sell to the United States certain lands upon the terms and conditions hereinafter set forth, and for the price of FORTY TWO THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS (\$42,750.00) lump sum for all of the lands and other interests, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, and appurtenances thereunto belonging, owned by it, situate and lying in Middlesex County, Commonwealth of Massachusetts, containing 17.1 acres, more or less, and are particularly described as follows:

Map G12-Lot 0013 and Map G12-Lot 0015

2. The vendor agrees that it has full right, power, and authority to convey, and that it will convey to the United States the fee simple title thereto clear, free and unencumbered, except subject to the easements or reservations of record that are acceptable to the Attorney General of the United States as stated in paragraph 5 below.
3. The vendor further agrees not to do, or suffer others to do, any act by which the value or title to said lands may be diminished or encumbered. It is further agreed that any loss or damage occurring prior to the vesting of satisfactory title in the United States of America, by reason of the unauthorized cutting or removal of products therefrom, or because of fire, shall be borne by the vendor; and that, in the event any such loss or damage occurs, the United States may refuse, without liability, to accept conveyance of said lands, or it may elect to accept conveyance upon an equitable adjustment of the purchase price.
4. The vendor further agrees that during the period covered by this instrument officers and accredited agents of the United States shall have at all proper times the unrestricted right and privilege to enter upon said lands for all lawful purposes, including examination of said lands and the resources upon them.
5. The vendor will execute and deliver upon demand of the proper officials and agents of the United States, and without payment or the tender of the purchase price, a good and sufficient deed of warranty conveying to the United States a safe title to the said lands of such character as



to be satisfactory to the Attorney General of the United States, and said deed shall provide that the use, occupation, and operation of the rights-of-way, easements, and reservations retained therein, shall be subordinate to and subject to such rules and regulations as may be prescribed by the Secretary of the Interior governing the use, occupation, protection, and administration of areas under and in compliance with the Act of October 15, 1966, (80 Stat. 926), as amended.

6. In consideration whereof, the United States agrees that it will purchase all of the said lands and other interests at the price of FORTY TWO THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS (\$42,750.00) lump sum, the acreage to be ascertained by a survey to be made at the option and expense of the United States after reasonable notice to the vendors, and according to standard methods and procedures, or by recourse to the records of the Bureau of Land Management, or by both. The United States further reserves the right to amend said purchase consideration should a final survey, prior to closing, reveal an acreage amount which differs from the herein stated optioned acreage that impacts the approved market value. Should the United States exercise this right, the vendor shall be notified in writing with an amendment to this *Agreement for the Purchase of Lands* amending the acreage and amount of consideration. The United States further agrees that, after the preparation, execution, delivery, and recordation of the deed at no cost to the vendor, and after the Attorney General shall have approved the title thus vested to the United States, it will cause to be paid to the vendors the purchase price by a United States Treasury check or by electronic funds transfer. The expenses of the vendor for recording fees, revenue stamps, transfer taxes, and similar expenses incidental to the conveyance of their property; and any amount paid as a penalty cost for prepayment of any pre-existing recorded mortgage entered into in good faith, encumbering such real property; as well as the pro rata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the United States, or the effective date of possession of such real property by the same, whichever is earlier; shall be subject to reimbursement as provided in Section 303 of the Act of January 2, 1971, 84 Stat. 1899. Full possession and use of the premises shall pass to the United States as of the date payment is made to the vendor subject only to the reservations stated in section 2 above.

7. It is understood and agreed that if the Secretary of the Interior determines that the title to said lands or any part thereof should be acquired by the United States by judicial proceedings, either to procure a safe title or, when it is in the public interest, to take immediate possession, or for any other reason, then the compensation to be claimed by the owner and the award to be made for said lands in said proceedings shall be upon the basis of the purchase price herein provided.

8. It is mutually agreed that an abstract, certificate of title, or other evidence of title to the property herein contracted to be sold, satisfactory to the Attorney General, will be obtained by the United States at its expense.

9. It is mutually understood and agreed that this contract shall not be assigned in whole or in part without the consent in writing of the United States.

10. It is further mutually agreed that no Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to

any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company.

11. Prior to the date title vests of record in the United States, the vendor shall pay all taxes and assessments for the entire fiscal year of the local taxing authority in which the transfer of title occurs, whether or not such taxes and assessments would otherwise constitute a lien on the site. This obligation upon the part of the vendor shall exist whether or not such taxes and assessments are due and payable as of the date title vests of record in the United States.

12. Acceptance of this agreement is contingent upon the results of a contaminants study. In the event that contaminants are found present on the site or on adjacent parcels, it will be at the discretion of the Service to either accept the property in the condition it is in, or to request that the vendor assume a responsible role in the removal or restoration of the property prior to a binding contract. If it is determined that the property is contaminated after a study has been performed, but prior to final payment, the vendor will remain responsible to effect reasonable and satisfactory removal of the contamination.

13. It is mutually understood and agreed that notice of acceptance of this agreement shall be sent to the vendor by certified mail addressed to:

Robert C. Haarde, Chairman  
Sudbury Board of Selectmen  
278 Old Sudbury Road  
Sudbury, Massachusetts 01776

and shall be effective upon date of mailing and shall be binding upon the vendor, except as such obligation may be affected by the provisions of paragraph 6 hereof.

14. It is mutually agreed that the United States shall deposit the total land payment into a non-interest-bearing escrow account and that the designated Escrow Agent shall disburse the funds at closing on behalf of the vendor.

IN WITNESS WHEREOF, the vendor has hereunto signed its name and affixed its respective seals on the day first above written, with the understanding that this agreement for purchase cannot be executed by the Secretary of the Interior or his/her authorized representative until after it is reported to him/her for his/her consideration, and therefore the vendor for and in consideration of the \$1.00 herein above acknowledged as received, has and does hereby grant unto the United States of America by and through the Secretary of the Interior or his/her authorized representative, or any other officer or agency of the United States authorized to purchase said lands, the option and right to enter into this Agreement for Purchase within 12 months from the execution thereof by the vendor, and to purchase said lands as herein provided.

TOWN OF SUDBURY (Vendor)



Robert C. Haarde, Chairman  
Board of Selectmen





# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
*Town of Sudbury, MA*

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Other (see instructions) ▶ *Gov't entity (local municipality)*

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
*278 Old Sudbury Rd.*

6 City, state, and ZIP code  
*Sudbury, MA 01776*

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

OR

Employer identification number

04	-	600	1315
----	---	-----	------

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶ *Christine M. Mhan* Date ▶ *10/1/18*

*Town Accountant*

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

## WARRANTY DEED

Grantor: Town of Sudbury, a municipal corporation, with an address at  
278 Old Sudbury Road, Sudbury, Massachusetts 01776

Grantee: United States of America and its assigns with a usual place of business at 300  
Westgate Center Drive, Hadley, Massachusetts 01035-9589

Grantor in consideration of Twelve Thousand Five Hundred Dollars (\$12,500.00) paid grants to Grantee with WARRANTY COVENANTS the land in Sudbury, Middlesex County, Commonwealth of Massachusetts shown as Parcel G12-0013 on the Town of Sudbury Assessor Maps and being Tract GRM (400a) at Great Meadows National Wildlife Refuge.

Including in this conveyance all the right, title and interest of the grantor in and to any alleys, streets, ways, strips or gores abutting or adjoining the premises.

The acquiring agency is the United States Department of Interior, Fish and Wildlife Service.

Property Address: Rear of Water Row, Sudbury, Massachusetts

Being the same premises acquired by the grantor by Treasurer's Deed To Municipality Land of Low Value dated February 12, 1977 and recorded in Book 13356, Page 427.

This transfer is exempt from payment of the Massachusetts transfer tax pursuant to Massachusetts General Laws, Chapter 64D, Section 1.

There has been full compliance with Massachusetts General Laws, Chapter 44, Section 63A; Massachusetts General Laws, Chapter 59, Section 2C and Massachusetts General Laws, Chapter 7C, Section 38.



Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Town of Sudbury  
by:

\_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned Notary Public, personally appeared the above-named \_\_\_\_\_, proved to me by satisfactory evidence of identification, being (check whichever applies):

- driver’s license or other state or federal governmental document bearing a photographic image,
- oath of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as the duly-authorized \_\_\_\_\_, for \_\_\_\_\_ the Town of Sudbury.

\_\_\_\_\_  
(Print Name of Notary Public): \_\_\_\_\_  
My commission expires: \_\_\_\_\_

## WARRANTY DEED

Grantor: Town of Sudbury, a municipal corporation, with an address at  
278 Old Sudbury Road, Sudbury, Massachusetts 01776

Grantee: United States of America and its assigns with a usual place of business at 300  
Westgate Center Drive, Hadley, Massachusetts 01035-9589

Grantor in consideration of Thirty Thousand Two Hundred Fifty Dollars (\$30,250.00) paid grants to Grantee with WARRANTY COVENANTS the land in Sudbury, Middlesex County, Commonwealth of Massachusetts shown as Parcel G12-0015 on the Town of Sudbury Assessor Maps and being Tract GRM (400b) at Great Meadows National Wildlife Refuge.

Including in this conveyance all the right, title and interest of the grantor in and to any alleys, streets, ways, strips or gores abutting or adjoining the premises.

The acquiring agency is the United States Department of Interior, Fish and Wildlife Service.

Property Address: Rear of Water Row, Sudbury, Massachusetts

Being the same premises acquired by the grantor by Judgment In Tax Lien Case entered February 26, 2009 and recorded in Book 52541, Page 209.

This transfer is exempt from payment of the Massachusetts transfer tax pursuant to Massachusetts General Laws, Chapter 64D, Section 1.

There has been full compliance with Massachusetts General Laws, Chapter 44, Section 63A; Massachusetts General Laws, Chapter 59, Section 2C and Massachusetts General Laws, Chapter 7C, Section 38.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Town of Sudbury  
by:

\_\_\_\_\_

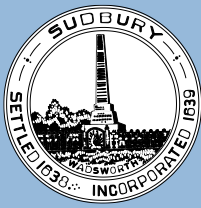
COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned Notary Public, personally appeared the above-named \_\_\_\_\_, proved to me by satisfactory evidence of identification, being (check whichever applies):

- driver's license or other state or federal governmental document bearing a photographic image,
- oath of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as the duly-authorized \_\_\_\_\_, for \_\_\_\_\_ the Town of Sudbury.

\_\_\_\_\_  
(Print Name of Notary Public): \_\_\_\_\_  
My commission expires: \_\_\_\_\_



SUDBURY BOARD OF SELECTMEN  
Tuesday, September 10, 2019

**CONSENT CALENDAR ITEM**

**11: Minutes approval**

REQUESTOR SECTION

Date of request:

Requested by: Patty Golden

Formal Title: Vote to approve the regular session minutes of 7/9/19, 7/23/19 and 7/24/19.

Recommendations/Suggested Motion/Vote: Vote to approve the regular session minutes of 7/9/19, 7/23/19 and 7/24/19.

Background Information:  
attached redlined drafts

Financial impact expected:

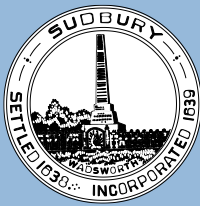
Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

09/10/2019 6:30 PM



SUDBURY BOARD OF SELECTMEN  
Tuesday, September 10, 2019

**CONSENT CALENDAR ITEM**

**12: Colonial Fair and Muster of Fyfes & Drums 2019**

REQUESTOR SECTION

Date of request:

Requestor: Hal Cutler

Formal Title: Vote to approve a special permit to Harold Cutler for the Colonial Fair and Muster of Fifes and Drums to be held on the Wayside Inn grounds from 10:00 a.m. to 5:00 p.m. on Saturday, September 28, 2019, subject to conditions and permits required by the Fire and Police Departments and the Board of Health.

Recommendations/Suggested Motion/Vote: Vote to approve a special permit to Harold Cutler for the Colonial Fair and Muster of Fifes and Drums to be held on the Wayside Inn grounds from 10:00 a.m. to 5:00 p.m. on Saturday, September 28, 2019, subject to conditions and permits required by the Fire and Police Departments and the Board of Health.

Background Information:  
Please see application and department feedback attached.

Financial impact expected:N/A

Approximate agenda time requested:

Representative(s) expected to attend meeting:

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

09/10/2019 6:30 PM



Harold & Betsey Cutler

163 Landham Road  
Sudbury, MA USA  
01776-3156



August 9, 2019

Town of Sudbury  
Board of Selectmen  
278 Old Sudbury Road  
Sudbury, MA 01776

Greetings:

This letter is to request issuance of a one day (with no designated rain day) permit for the Colonial Fair and Muster of Fifes and Drums to be held on the grounds of the Wayside Inn, off Route 20, from 10:00 AM to 5:00 PM on Saturday, September 28. The program for the day will include a parade of fife and drum units along Wayside Inn Road from the Grist Mill to the fair ground across from the Wayside Inn. That parade will begin at 11:45 PM. Our application for this event is attached.

Please be advised that we will be working with personnel of the Sudbury Police Department as we have in the past on parking and traffic control arrangements.

We will be applying for a permit from the Board of Health required for the sale of food and baked goods at this event. We will also contacted the Sudbury Fire Department for permits for cooking fires used in the encampment of visiting fife and drum units and also during the fair itself.

Please send the permit to me using the enclosed self addressed stamped envelope.

Thank you for your cooperation.

A handwritten signature in cursive script that reads "Hal Cutler".

Hal Cutler



## TOWN OF SUDBURY

Office of Selectmen  
www.sudbury.ma.us

RECEIVED  
BOARD OF SELECTMEN  
SUDBURY, MA

Flynn Building  
278 Old Sudbury Rd  
Sudbury, MA 01776-1843  
978-639-3381  
Fax: 978-443-0756

2019 AUG -9 A 9:59

Email: [selectmen@sudbury.ma.us](mailto:selectmen@sudbury.ma.us)

### APPLICATION FOR A PARADE/PROCESSION PERMIT ON A PUBLIC WAY

#### Selectmen's Parade Policy (approved 5/31/2011)

Except for a Military or Funeral Parade, no person shall form or conduct any parade in any public street, public sidewalk or public way within the Town without first obtaining a written permit from the Board of Selectmen. The Chief of Police, after conferring with the Fire Chief, will determine the appropriate public safety requirements for this parade and the cost of such special duty officers, if any required, will be borne by the applicant. The Town of Sudbury requires a Certificate of Insurance of no less than \$1,000,000, naming the Town as an additional insured. All cleanup from parade will be completed by the applicant within 8 hours after the stated ending time, or applicant will be billed for the Town's cost to clean up, depending on size of the parade.

Organization Name Sudbury Companies of Militia and Minute

Event Name Colonial Fair and Muster of Fyfes and Drums

Organization Address P. O. Box 187

Name of contact person in charge Harold R. Cutler

Telephone Number(s) [REDACTED]

Email address [REDACTED]

Date of event September 28, 2018 Rain Date None

Starting time 11:45 AM Ending time 1:00 PM

Route of the parade and portion of the road requested to be used (please indicate on map and attach to this application) From the Grist Mill along Wayside Inn Road to the Muster Field across from the Wayside Inn

Anticipated number of participants 400

Number of vehicles None Type(s) of vehicles Not applicable

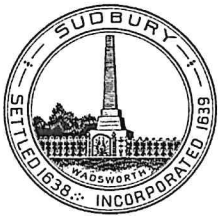
Assembly area (enclose written permission of owner if private property to be used for assembly) \_\_\_\_\_

On the grounds of the Wayside Inn/Grist Mill

Any other important information regarding the parade/procession. None

*The undersigned applicant agrees that the applicant and parade participants will conform to applicable laws, by-laws and regulations as well as any special requirement that may be made as a condition of the granting of the permit pursuant to this application. I/we agree to hold the Town of Sudbury harmless from any and all liability and will defend the Town of Sudbury in connection therewith.*

Signature of Applicant \_\_\_\_\_ Date 8/9/2019



# TOWN OF SUDBURY

Office of Selectmen  
www.sudbury.ma.us

Flynn Building  
278 Old Sudbury Rd  
Sudbury, MA 01776-1843  
978-639-3381  
Fax: 978-443-0756

Email: [selectmen@sudbury.ma.us](mailto:selectmen@sudbury.ma.us)

## CONTINUED: APPLICATION FOR A PARADE/PROCESSION PERMIT...

### Application Checklist:

- Application Form
- Map of Route
- Evidence of Certificate of Insurance (please see details above)

Please submit completed application and materials to:  
Board of Selectmen  
278 Old Sudbury Rd.  
Sudbury, MA 01776  
Fax: 978-443-0756  
Email: [selectmenoffice@sudbury.ma.us](mailto:selectmenoffice@sudbury.ma.us)

-----**FOR INTERNAL USE ONLY**-----

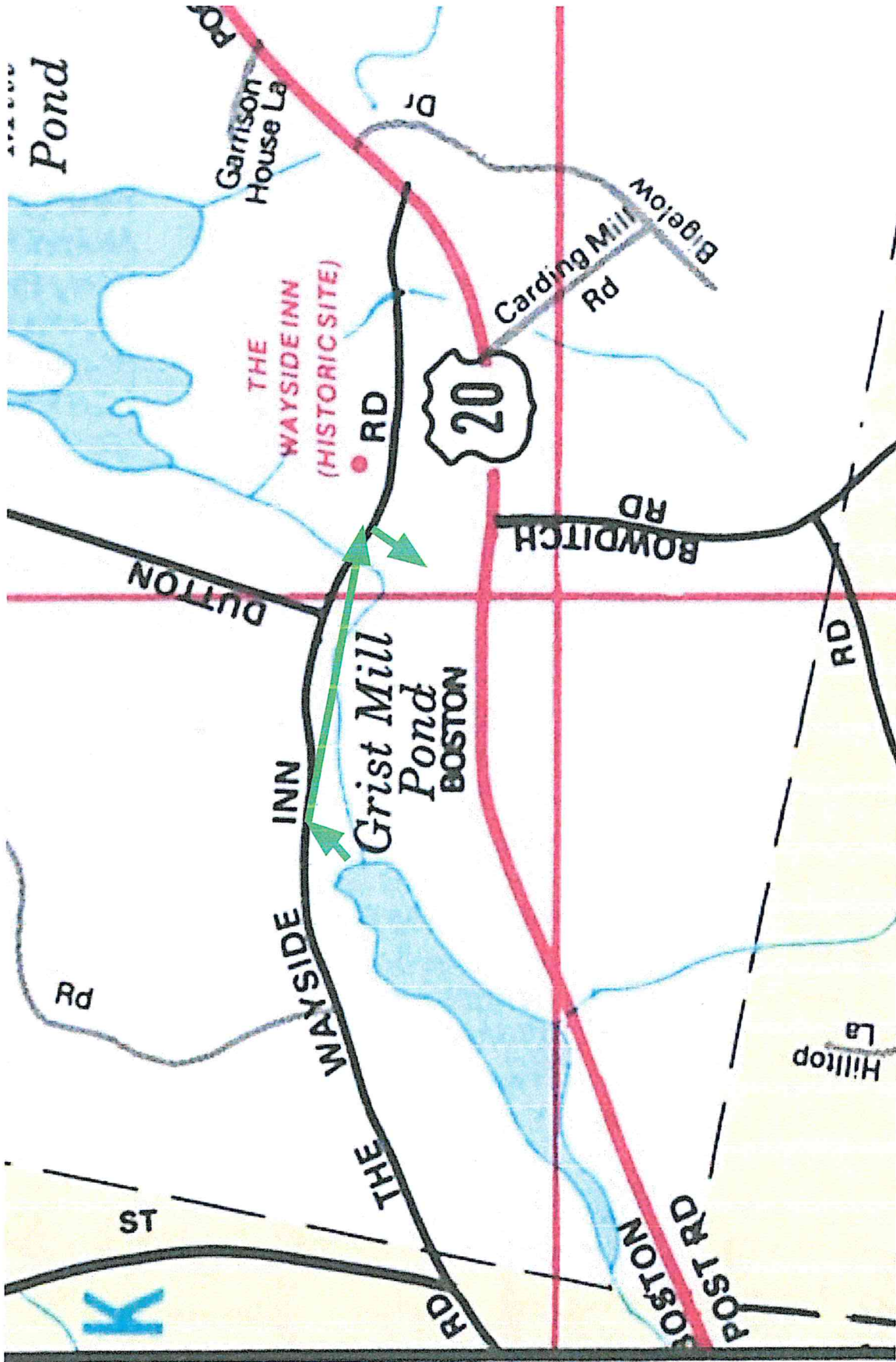
Application received in Selectmen's office by \_\_\_\_\_ Date \_\_\_\_\_

Recommendation and requirements of Sudbury Chief of Police: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

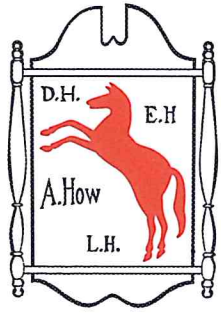
Signature of Police Chief \_\_\_\_\_ Date \_\_\_\_\_

Attachment 12.a: Colonial Fair 2019 Application\_BOS (3416 : Colonial Fair and Muster of Fyfes & Drums 2019)





Parade Route from Grist Mill to Fair Ground



*Longfellow's*  
**WAYSIDE INN**  
 Sudbury, Massachusetts 01776

August 6, 2019

To whom it may concern,

The Sudbury Companies of Militia and Minute and the Sudbury Ancient Fyfe and Drum Companies have my permission to utilize the grounds of the Grist Mill and Chapel on Wayside Inn Road to assemble the parade of fifes and drums that will begin at 11:30 AM on Saturday, September 29, 2018.

Sincerely,

Steve Pickford

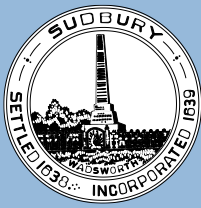
*Innkeeper*



## Colonial Fair Department Feedback

Saturday, September 28, 2019

Department	Staff	Approve/Deny	Comments
Board of Health	Bill Murphy	Approved	Hal Cutler has been in contact with our department. We have no issues with this event.
Fire Department	Chief Whalen	Approved	The Fire Department has no issues with this application.
Highway Department	Dan Nason	Approved	The DPW has no issues with this event assuming there are no resources (staff, equipment, etc.) needed from the DPW.
Park & Recreation	Frank Livera	Approved	No issues from Park & Recreation.
Police Department	Chief Nix	Approved	The police department does not have any issues with the event other than we would like the opportunity to discuss traffic logistics which Mr. Cutler mentions. In particular, there have been some issues when closing the road temporarily for the parade down Wayside Inn.  Applicant Response: I will contact the Police Department.



SUDBURY BOARD OF SELECTMEN  
Tuesday, September 10, 2019

**CONSENT CALENDAR ITEM**

**13: Papa Gino's Common Victualler License Application**

REQUESTOR SECTION

Date of request:

Requestor: New England Authentic Eats LLC, DBA Papa Gino's

Formal Title: As the Licensing Authority for the Town of Sudbury, vote to approve a new Common Victualler License for New England Authentic Eats LLC, DBA Papa Gino's, 104 Boston Post Road, as requested in an application dated August 15, 2019, subject to conditions put forth by the Fire Department and Building Department.

Recommendations/Suggested Motion/Vote: As the Licensing Authority for the Town of Sudbury, vote to approve a new Common Victualler License for New England Authentic Eats LLC, DBA Papa Gino's, 104 Boston Post Road, as requested in an application dated August 15, 2019, subject to conditions put forth by the Fire Department and Building Department.

Background Information:  
Application and department approvals attached.

Financial impact expected:\$50 Common Victualler License Fee

Approximate agenda time requested:

Representative(s) expected to attend meeting: Barry Lattuca, Sudbury Center Burgers LLC and Didio Dacosta, Manager

Review:

Patty Golden	Pending
Melissa Murphy-Rodrigues	Pending
Jonathan Silverstein	Pending
Daniel E Carty	Pending
Board of Selectmen	Pending

09/10/2019 6:30 PM



February 11<sup>th</sup>, 2019

RE: License Application

Please note that Papa Gino's Inc. and D'Angelo's sold all of their assets to New England Authentic Eats LLC. (DBA Papa Gino's & D'Angelos) as a result of Chapter 11 Bankruptcy filing.

As such, we are submitting a check and application in order to obtain a new license under the new owner's TIN.

Please contact: [REDACTED] if you have any questions or if there is additional paperwork that we need to complete in relation to the change in ownership. Also, please note that the General Manager and other staff at the restaurant have not changed.

The new TIN is: [REDACTED]

Regards,

Pam Swain, License Coordinator  
600 Providence Highway  
Dedham, MA 02026



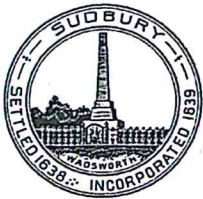
RECEIVED  
BOARD OF SELECTMEN  
SUDBURY, MA  
2019 AUG 15 P 2:12

New England Authentic Eats LLC,  
600 Providence Hwy.  
Dedham, MA 02026



Attachment13.a: Papa Ginos CV Application\_2019\_BOS (3425 : Papa Gino's Common Victualler License Application)

1112



# Town of Sudbury

Office of Selectmen  
www.sudbury.ma.us

Flynn Building  
278 Old Sudbury Rd  
Sudbury, MA 01776-1843  
978-639-3381  
Fax: 978-443-0756  
Email: [selectmen@sudbury.ma.us](mailto:selectmen@sudbury.ma.us)

## APPLICATION FOR COMMON VICTUALLER & ENTERTAINMENT LICENSE

Please complete this application form and return to the Selectmen's Office, along with all required materials listed below. Please review your plans with the Building Inspector, Health Director and Fire Chief prior to submitting your application. After submitting the completed form and materials, the applicant will be reviewed by Town staff and added to the Board of Selectmen's agenda. The applicant will be asked to attend a Board of Selectmen meeting to discuss the application – advanced notice of the date will be provided. The processing time for the license is approximately 30 days.

TO THE LICENSING AUTHORITY  
SUDBURY, MASSACHUSETTS

Applicant or Corporate Name: New England Authentic Eats LLC

Applicant or Corporate Address: 600 Providence Highway

City: Dedham State: MA Zip Code: 02026

Applicant Contact Email: [REDACTED]

Applicant Contact Phone: [REDACTED]

Business/Restaurant Name (DBA): Papa Gino's

Business/Restaurant Address: 104 Boston Post Rd Sudbury, MA

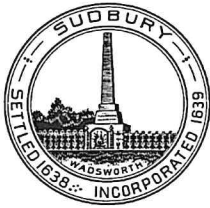
Business/Restaurant Phone: (978) 443-7136

Restaurant Manager Name: Michael Bigelow

### APPLICATION REQUIREMENTS

- Completed Tax Attestation (form attached)
- Evidence of compliance with the Worker's Compensation Act requirement to provide workers' compensation insurance for employees. (A copy of the policy or a certificate of insurance is satisfactory.)

RECEIVED  
BOARD OF SELECTMEN  
SUDBURY, MA  
2019 AUG 15 P 2:12



# Town of Sudbury

Office of Selectmen  
www.sudbury.ma.us

Flynn Building  
278 Old Sudbury Rd  
Sudbury, MA 01776-1843  
978-639-3381  
Fax: 978-443-0756  
Email: [selectmen@sudbury.ma.us](mailto:selectmen@sudbury.ma.us)

- Background information relative to the corporation. If applicable, articles of incorporation, including, names of principals of corporation, number of restaurants owned, etc.
- Floor plan: detailing plan of rooms, their use, restroom locations, exits, seating arrangements, as well as showing cooking and service area (seating capacity must be obtained from the Building Inspector).
- N/A  Whether any changes in the premises, structural or expansion, are planned.
- A dated letter from the present business owner stating the effective date of new ownership.
- A copy of the lease agreement between the property owner and the business owner.
- Application Fee:
  - **Common Victualler License: \$50**
  - **Entertainment License (if applicable): \$50** N/A
  - ***Provide one check payable to Town of Sudbury with application materials.***

*In accordance with M.G.L. c.140, I hereby request a Common Victualler license, to be presented within the premises herein described.*

6/20/19

Date

Pam Swain - License Coordinator

Applicant Signature

**Please submit completed application and materials to:**  
Board of Selectmen, 278 Old Sudbury Rd, Sudbury, MA 01776





# Town of Sudbury

Office of Selectmen  
www.sudbury.ma.us

Flynn Building  
278 Old Sudbury Rd  
Sudbury, MA 01776-1843  
978-639-3381  
Fax: 978-443-0756  
Email: [selectmen@sudbury.ma.us](mailto:selectmen@sudbury.ma.us)

## APPLICATION FOR ENTERTAINMENT LICENSE

Entertainment licenses are required for live entertainment (not tv or radio) that occurs Monday – Saturday.

Please note: a separate license is required for entertainment on Sunday.

FORM OF ENTERTAINMENT: \_\_\_\_\_

DAYS & HOURS OF ENTERTAINMENT: \_\_\_\_\_

EXPECTED # OF ATTENDEES: \_\_\_\_\_

### ADDITIONAL REQUIREMENT

Floor plan showing accessibility: the entrance and at least one table must be handicap-accessible.

-OR-

CHECK HERE  IF ENTERTAINMENT LICENSE IS NOT REQUESTED.

Attachment13.a: Papa Ginos CV Application\_2019\_BOS (3425 : Papa Gino's Common Victualer License Application)

### CERTIFICATE OF TAXES/TAX ATTESTATION

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under penalties of perjury that New England Authentic Eats LLC has/have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

61-1905885  
Social Security Number, or  
Federal Identification Number

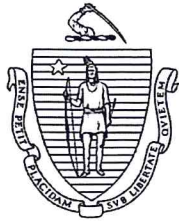
New England Authentic Eats LLC  
Signature of Individual, or  
Corporation Name

6/26/19  
Date

By: Karen Brady  
Corporate Officer & Title (if applicable)

**AFFIX CORPORATE SEAL**

Attachment 13.a: Papa Ginos CV Application\_2019\_BOS (3425 : Papa Gino's Common Virtual License Application)



The Commonwealth of Massachusetts  
 Department of Industrial Accidents  
 1 Congress Street, Suite 100  
 Boston, MA 02114-2017  
 www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses.  
 TO BE FILED WITH THE PERMITTING AUTHORITY.

**Applicant Information**

**Please Print Legibly**

Business/Organization Name: New England Authentic Eats LLC DBA Papa Gino's

Address: 104 Boston Post Rd

City/State/Zip: Sudbury, MA 01776

Phone #: (978) 443-7136

**Are you an employer? Check the appropriate box:**

1.  I am an employer with 20 employees (full and/or part-time).\*
2.  I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3.  We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]\*\*
4.  We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

**Business Type (required):**

5.  Retail
6.  Restaurant/Bar/Eating Establishment
7.  Office and/or Sales (incl. real estate, auto, etc.)
8.  Non-profit
9.  Entertainment
10.  Manufacturing
11.  Health Care
12.  Other \_\_\_\_\_

\*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

\*\*If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

**I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.**

Insurance Company Name: Crum & Forster Indemnity Company

Insurer's Address: 100 High St #1350

City/State/Zip: Boston, MA 02110

Policy # or Self-ins. Lic. # WC 408-850450-2

Expiration Date: 02/11/2020

**Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).**

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

**I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.**

Signature: David Adeyemi

Date: 6/21/19

Phone #: 781-461-1200

**Official use only. Do not write in this area, to be completed by city or town official.**

City or Town: \_\_\_\_\_ Permit/License # \_\_\_\_\_

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office  
 6. Other \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_



## **New England Authentic Eats LLC**

Fed ID: 61-1905885

- DBA: Papa Gino's
- DBA: D'Angelo

### **Officers:**

**Neel Mayenkar – Secretary**  
 6250 North River Road  
 Rosemont, IL 60018

**William Van Epps – CEO**  
 616 Old Coach Road  
 Nicholasville, KY 40356

**Thomas Victor Sterrett – COO**  
 105 Inverness Court  
 Hendersonville, TN 37075  
 617-651-1360

**Corey Wendland – CFO**  
 3 Aimhi Woods Road  
 Windham, ME 04062

**Karen Bray – VP Finance/Controller**  
 171 Buck Knoll Road  
 Raynham, MA 02767



[Submit 1 executed copy]

CERTIFICATE AMENDING OR CORRECTING  
 APPLICATION FOR REGISTRATION

(Under Section 52 of the Massachusetts Limited Liability Company Act)

To the State Secretary  
 Commonwealth of Massachusetts

Federal Employer  
 Identification Number  
61-1905885

It is hereby certified that:

- (a) The federal employer identification number is 61-1905885
- (b) The name of the foreign limited liability company, and if different, the name under which it proposes to do business in the commonwealth is: WC Purchaser LLC
- (c) The jurisdiction where the foreign limited liability company was organized and the date of its organization is: Delaware
- (d) The date it registered to do business in the Commonwealth is: February 5, 2019
- (e) The name of each manager and the business address, if different from its principal office location. If there are no managers, include a statement to that effect- The limited liability company is managed by its sole member.
- (f) The name of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property whether to be filed with the registry of deeds or a district office of the land court, if any, and the business address, if different from its principal office location. See below

<u>NAME</u>	<u>ADDRESS</u>
Duncan Bourne	6250 N. River Road, Ste. 10-100 Rosemont, Illinois 60018
WCSC Holdings Corporation	6250 N. River Road, Ste. 10-100 Rosemont, Illinois 60018

- (g) The amendment to the registration certificate:  
 The limited liability company's name shall be changed to: New England Authentic Eats LLC



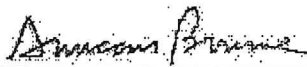
Feb. 12. 2019 3:10PM

No. 1314 P. 3

(h) if the amendment includes a change of the limited liability company's name, or the state or country of its formation, the amended registration certificate will be accompanied by an original certificate evidencing the changes issued, not more than 90 days prior to submission, by an officer or agency properly authorized in the jurisdiction of formation. If the certificate is in a foreign language, a translation thereof under oath of the translator shall be attached.-

The limited liability company has changed its name to: New England Authentic Eats LLC

IN WITNESS WHEREOF AND UNDER THE PENALTIES OF PERJURY, the undersigned does hereby affirm and swear, that to the undersigned's knowledge and belief the foregoing statements are true as of this 8<sup>th</sup> day of February, 2019.



\_\_\_\_\_  
Duncan Bourne, Vice President

# Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "WC PURCHASER LLC", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME TO "NEW ENGLAND AUTHENTIC EATS LLC" ON THE ELEVENTH DAY OF FEBRUARY, A.D. 2019, AT 4:39 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID LIMITED LIABILITY COMPANY IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE NOT HAVING BEEN CANCELLED OR REVOKED SO FAR AS THE RECORDS OF THIS OFFICE SHOW AND IS DULY AUTHORIZED TO TRANSACT BUSINESS.



*Jeffrey W. Bullock*  
Jeffrey W. Bullock, Secretary of State

7130548 8320  
SR# 20190910554

Authentication: 202241855  
Date: 02-12-19

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

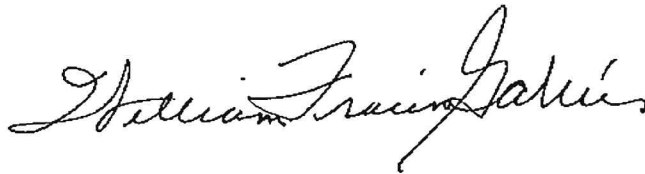
Attachment 13.a: Papa Ginos CV Application\_2019\_BOS (3425 : Papa Gino's Common Victualer License Application)

## THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

deemed to have been filed with me on:

February 12, 2019 03:17 PM



WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

# Delaware

The First State

Page 1

*I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "WC PURCHASER LLC", FILED IN THIS OFFICE ON THE FIRST DAY OF NOVEMBER, A.D. 2018, AT 2:52 O`CLOCK P.M.*



7130548 8100  
SR# 20187438517

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

Authentication: 203820763  
Date: 11-01-18







June 3, 2019

Licensing Authority  
Sudbury MA 01776

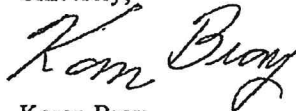
Dear Licensing Authority,

In November 2018, Papa Gino's Holding Corp and all of its subsidiaries filed for Chapter 11 Bankruptcy. January 23, 2019, the Delaware Bankruptcy Court approved the sale of all the Company assets to New England Authentic Eats LLC (f/k/a WC Purchaser LLC) for \$20M. The purchaser acquired all of the assets, trade names, trademarks and restaurants of the sellers including Papa Gino's and D'Angelo.

New England Authentic Eats LLC (dba Papa Gino's and D'Angelo) remains a quick service restaurant for both dine-in and take out, serving the same great pizza, subs, salads, etc. at the remaining 131 restaurants located throughout New England. This includes 89 Papa Gino's and 42 D'Angelo's restaurants located in Massachusetts, Rhode Island, Connecticut and New Hampshire.

Since the purchase, we have continued to operate our Papa Gino's location at 240 Grove Street, Braintree, MA utilizing the same menu and management team. As new owners, we are seeking to re-file all licenses and permits so that the restaurant is properly licensed under the new ownership name/TIN. Please let me know if I can provide any additional information.

Sincerely,



Karen Bray  
VP of Finance/Controller  
New England Authentic Eats d/b/a Papa Gino's & D'Angelo  
781-467-1643

**CERTIFICATE OF FORMATION**  
**OF**  
**WC PURCHASER LLC**

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 02:52 PM 11/01/2018  
FILED 02:52 PM 11/01/2018  
SR 20187438517 - File Number 7130548

This Certificate of Formation of WC Purchaser LLC (the “Company”), dated November 1, 2018 is being duly executed and filed by Benjamin O. Williams, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del. C. §18-101, et seq.).

FIRST. The name of the limited liability company formed hereby is WC Purchaser LLC.

SECOND. The address of the registered office of the Company in the State of Delaware is 251 Little Falls Drive, Wilmington, Delaware 19808, County of New Castle.

THIRD. The name and address of the registered agent for service of process on the Company in the State of Delaware is Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware 19808, County of New Castle.

FOURTH. This Certificate of Formation shall be effective upon filing with the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first above written.

/s/ Benjamin O. Williams  
Benjamin O. Williams, Authorized Person

When recorded mail to:  
 LandAmerica Financial Group, Inc.  
 attn: Maria S.  
 3636 N. Central Ave. Suite 350  
 Phoenix, AZ 85012  
 Escrow No. 201-23860

## NOTICE OF MASTER LEASE

MDSX. SO. DIST. DEEDS

DOCUMENT 960  
 DATE 8/1/01  
 TIME 1:24 pm

THIS NOTICE OF MASTER LEASE (this "Memorandum") is dated and executed as of July 18, 2001 (the "Effective Date"), by and between GINPOP PROPERTY LLC, a Delaware limited liability company ("Lessor"), whose address is c/o U.S. Realty Advisors, LLC, 1370 Avenue of the Americas, New York, New York 10019, and PAPA GINO'S, INC., a Delaware corporation ("Lessee"), whose address is 600 Providence Highway, Dedham, Massachusetts 02026-6848.

COPY

## PRELIMINARY STATEMENT:

Lessor and Lessee entered into that certain master lease (the "Master Lease") dated as of the Effective Date, the terms, provisions and conditions of which are incorporated herein by this reference to the same extent as if recited in their entirety herein. Pursuant to the terms, provisions and conditions of the Master Lease, Lessor has leased to Lessee, and Lessee has rented and leased from Lessor, the properties described by address, Lessor Number and Unit Number on Exhibit A attached hereto (collectively, the "Properties"), including, without limitation, the real property or properties described more particularly in the legal description or descriptions attached hereto as Exhibit A-1 and incorporated herein by this reference, together with all buildings, structures, fixtures and other improvements now or hereafter located thereon (excluding Personalty (hereinafter defined) and inventory). FFCA Acquisition Corporation, a Delaware corporation ("Lender"), is providing loans to Lessor which are secured by mortgages, deeds of trust or deeds to secure debt, assignments of rents and leases, security agreements and fixture filings encumbering the Properties (collectively, the "Mortgages"), which have been recorded prior to the recording of this Memorandum. Unless otherwise expressly provided herein, all defined terms used in this Memorandum shall have the same meanings as are ascribed to such terms in the Master Lease.

NOW, THEREFORE, notice is hereby given pursuant to Massachusetts General Laws, Chapter 183, Section 4, of the Master Lease, containing, inter alia, the following terms and conditions:

## A. CERTAIN PROVISIONS CONTAINED IN MASTER LEASE

1. In consideration of the rentals and other sums to be paid by Lessee and of the other terms, covenants and conditions on Lessee's part to be kept and performed pursuant to the Master Lease, Lessor leases to Lessee, and Lessee takes and hires, the Properties. The Master Lease term commences as of the Effective Date and expires on August 31, 2021 (the "Primary Term"), unless extended as provided below or terminated sooner as provided in the Master Lease. The time period during which the Master Lease shall actually be in effect is referred to herein as the "Lease Term."

2. Lessee shall have the option to continue the Master Lease in effect for four additional successive periods of five years each, provided that, at the time of exercise of

05-87055.04  
 FFCA No. 8001-2781  
 Contract No. 8320  
 Unit No. 112  
 104 Boston Post Road  
 Sudbury, MA

Attachment 13.a: Papa Ginos CV Application\_2019\_BOS (3425 : Papa Gino's Common Victualer License Application)



such option or at the expiration of the Lease Term or, if applicable, the preceding extension of the Lease Term, no Event of Default shall have occurred and be continuing under the Master Lease. Lessee may only exercise the first extension option by giving notice to Lessor of Lessee's intention to do so not later than February 28, 2020. If the first extension option is exercised by Lessee, Lessee may only exercise the second extension option by giving notice to Lessor of Lessee's intention to do so not later than November 30, 2025. If the first two extension options are exercised, Lessee may only exercise the third extension option by giving notice to Lessor of Lessee's intention to do so not later than November 30, 2030. If the first three extension options are exercised, Lessee may only exercise the fourth extension option by giving notice to Lessor of Lessee's intention to do so not later than November 30, 2035.

3. In addition and provided that Lessee shall not have exercised its option for the first renewal term set forth in Section 2, Lessee shall also have the right, by notice delivered to Lessor not later than February 28, 2020, to enter into a new master lease with Lessor, to commence at the end of the Primary Term, for not less than thirteen (13) of the Properties, provided that, at the time of exercise of such option or at the expiration of the Primary Term, no Event of Default shall have occurred and be continuing under the Master Lease. Such new master lease shall be for a five year primary term, have three (3) five-year renewal options and shall be on the terms and conditions described in the Master Lease.

4. NOTICE IS HEREBY GIVEN THAT LESSEE IS NOT AUTHORIZED TO PLACE OR ALLOW TO BE PLACED ANY LIEN, MORTGAGE, DEED OF TRUST, SECURITY INTEREST OR ENCUMBRANCE OF ANY KIND UPON ALL OR ANY PART OF ANY OF THE PROPERTIES OR LESSEE'S LEASEHOLD INTEREST THEREIN OR THE PERSONALTY (AS HEREINAFTER DEFINED), AND ANY SUCH PURPORTED TRANSACTION WHICH IS NOT APPROVED BY LESSOR SHALL BE VOID. FURTHERMORE, ANY SUCH PURPORTED TRANSACTION SHALL BE DEEMED A TORTIOUS INTERFERENCE WITH LESSOR'S RELATIONSHIP WITH LESSEE AND LESSOR'S INTEREST IN THE PROPERTIES.

5. The Master Lease contains certain restrictions on (i) the Lessee's ability to assign, transfer or convey the Master Lease or any interest therein, whether by operation of law or otherwise, (ii) the Lessee's ability to sublet all or any part of any of the Properties, and (iii) transfers of interests in the Lessee or any entity which owns any of the voting stock of Lessee. ANY SUCH PURPORTED TRANSACTION WHICH IS NOT OTHERWISE PERMITTED BY THE MASTER LEASE OR OTHERWISE APPROVED BY LESSOR SHALL BE VOIDABLE AT THE SOLE OPTION OF LESSOR.

6. Any addition to or alteration of any of the Properties shall automatically be deemed part of such Property and belong to Lessor.

7. Unless the landlord, mortgagee or trustee under any ground lease, mortgage, trust deed or deed to secure debt, as applicable, now or hereafter placed upon any of the Properties by Lessor (including the Mortgages) elects otherwise by notice given to Lessee,

05-87055.04  
FFCA No. 8001-2781  
Contract No. 8320  
Unit No. 112  
104 Boston Post Road  
Sudbury, MA

the Master Lease at all times shall automatically be subordinate to any and all ground leases and the liens of any and all mortgages, trust deeds and deeds to secure debt now or hereafter placed upon any of the Properties by Lessor (including the Mortgages), upon the condition that Lessee shall have the right to remain in possession of the Properties under the terms of the Master Lease, notwithstanding any default in any or all such ground leases, mortgages, trust deeds or deeds to secure debt (including the Mortgages) or after foreclosure of any or all such mortgages, trust deeds or deeds to secure debt (including the Mortgages) or termination of any or all such ground leases, so long as Lessee is not in default under any of the covenants, conditions and agreements contained in the Master Lease.

8. A. Lessor and Lessee intend that:

(i) the Master Lease constitutes a single master lease of all, but not less than all, of the Properties and that Lessor and Lessee have executed and delivered the Master Lease with the understanding that the Master Lease constitutes a unitary, unseverable instrument pertaining to all, but not less than all, of the Properties, and that neither the Master Lease nor the duties, obligations or rights of Lessee may be allocated or otherwise divided among the Properties by Lessee;

(ii) the Master Lease is a “true lease” and not a financing lease, capital lease, mortgage, equitable mortgage, deed of trust, trust agreement, security agreement or other financing or trust arrangement, and the economic realities of the Master Lease are those of a true lease; and

(iii) the business relationship created by the Master Lease and any related documents is solely that of a long-term commercial lease between landlord and tenant and has been entered into by both parties in reliance upon the economic and legal bargains contained therein.

B. Lessor and Lessee acknowledge and agree that the Lease Term, including any term extensions provided for in the Master Lease, is less than the remaining economic life of each of the Properties.

C. Lessee waives any claim or defense based upon the characterization of the Master Lease as anything other than a true lease and irrevocably waives any claim or defense which asserts that the Master Lease is anything other than a true lease. Lessee covenants and agrees that it will not assert that the Master Lease is anything but a true lease. Lessee stipulates and agrees not to challenge the validity, enforceability or characterization of the lease of the Properties as a true lease and further stipulates and agrees that nothing contained in the Master Lease creates or is intended to create a joint venture, partnership (either de jure or de facto), equitable mortgage, trust, financing device or arrangement, security interest or the like. Lessee shall support the intent of the parties that the lease of the Properties pursuant to the Master Lease is a true lease and does not create a joint venture, partnership (either de jure or de facto), equitable mortgage, trust, financing device or arrangement, security interest or the like, if, and to the extent that, any challenge occurs.



D. Lessee waives any claim or defense based upon the characterization of the Master Lease as anything other than a master lease of all of the Properties and irrevocably waives any claim or defense which asserts that the Master Lease is anything other than a master lease. Lessee covenants and agrees that it will not assert that the Master Lease is anything but a unitary, unseverable instrument pertaining to the lease of all, but not less than all, of the Properties. Lessee stipulates and agrees not to challenge the validity, enforceability or characterization of the lease of the Properties as a unitary, unseverable instrument pertaining to the lease of all, but not less than all, of the Properties. Lessee shall support the intent of the parties that the Master Lease is a unitary, unseverable instrument pertaining to the lease of all, but not less than all, of the Properties, if, and to the extent that, any challenge occurs.

E. Lessee represents and warrants to Lessor that (i) the Base Annual Rental is the fair market value for the use of the Properties and was agreed to by Lessor and Lessee on that basis, and (ii) the execution, delivery and performance by Lessee of the Master Lease does not constitute a transfer of all or any part of the Properties, except for the leasehold interest and rights in and to the Properties created by the Lease.

F. The expressions of intent, the waivers, the representations and warranties, the covenants, the agreements and the stipulations set forth in this Section are a material inducement to Lessor entering into the Master Lease.

9. Lessee hereby grants to Lessor a first and prior security interest, in, on and against the Personalty, which security interest shall secure the payment of all rental and other charges payable by Lessee to Lessor under the terms of the Master Lease and all other obligations of Lessee to Lessor under the Master Lease. The term "Personalty" means all machinery, appliances, furniture, equipment, trade fixtures and other tangible personal property of Lessee (excluding inventory and accounts receivable) from time to time situated on and used in connection with the Properties; provided, however, the term "Personalty" shall not include the HVAC, walk-in coolers, walk-in freezers, supply fans, exhaust fans, air ducts, hoods, vents, built-in sinks, built-in countertops, plumbing and electrical fixtures, merchandise shelving, sign poles and lighting poles, all of which items are intended to be fixtures as such term is used within the definition of "Properties".

## B. MISCELLANEOUS

1. Original copies of the Master Lease are in the possession of Lessor and Lessee. The Master Lease contains other terms not herein set forth but which are incorporated by reference herein for all purposes, and this Memorandum is executed for the purpose of placing parties dealing with the Properties on notice of the existence of the Master Lease and, where appropriate, its contents, and shall ratify and confirm all other terms of the Master Lease as fully as if the same had been set forth herein. Additional information concerning the terms of the Master Lease can be obtained from Lessor or Lessee at the addresses set forth above.

2. This Memorandum is intended for recording purposes only, and does not modify, supersede, diminish, add to or change all or any of the terms of the Master Lease in any respect. The terms and conditions of the Master Lease shall control notwithstanding that the terms and conditions of the Master Lease may be inconsistent or vary from those set forth in this Memorandum.

3. This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original.

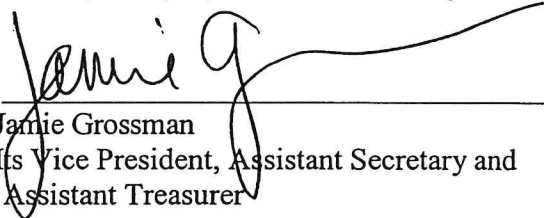
05-87055.04  
FFCA No. 8001-2781  
Contract No. 8320  
Unit No. 112  
104 Boston Post Road  
Sudbury, MA

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be duly executed as of the Effective Date.

LESSOR:

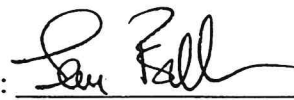
GINPOP PROPERTY LLC, a Delaware limited liability company

By: Ginpop Equity LLC, a Delaware limited liability company, its member manager

By:   
Jamie Grossman  
Its Vice President, Assistant Secretary and Assistant Treasurer

LESSEE:

PAPA GINO'S, INC., a Delaware corporation

By:   
Louie Psallidas  
Its Senior Vice President of Finance and Treasurer

05-87055.04  
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Attachment 13.a: Papa Ginos CV Application\_2019\_BOS (3425 : Papa Gino's Common Victualler License Application)

STATE OF ARIZONA ]  
] SS.  
COUNTY OF MARICOPA ]

On this, the 17 day of July, 2001, before me, the undersigned officer, personally appeared Jamie Grossman, to me personally known, who being by duly sworn did say that she is Vice President, Assistant Secretary and Assistant Treasurer of Ginpop Equity LLC, a Delaware limited liability company, member manager of Ginpop Property LLC, a Delaware limited liability company, and acknowledged that she as such Vice President, Assistant Secretary and Assistant Treasurer, being authorized to do so, executed the foregoing instrument as her free act and deed and the free act and deed of said limited liability company for the purposes therein contained.

*Janice S. Bott*  
\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_



STATE OF ARIZONA ]  
] SS.  
COUNTY OF MARICOPA ]

On this, the 17 day of July, 2001, before me, the undersigned officer, personally appeared Louie Psallidas, to me personally known, who being by duly sworn did say that he is Senior Vice President of Finance and Treasurer of Papa Gino's, Inc., a Delaware corporation, and acknowledged that he as such Senior Vice President of Finance and Treasurer, being authorized to do so, executed the foregoing instrument as his free act and deed and the free act and deed of said corporation for the purposes therein contained.

*Janice S. Bott*  
\_\_\_\_\_  
Notary Public

My Commission Expires:



05-87055.04  
FFCA No. 8001-2781  
Contract No. 8320  
Unit No. 112  
104 Boston Post Road  
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Attachment 13.a: Papa Ginos CV Application\_2019\_BOS (3425 : Papa Gino's Common Victualler License Application)



## Exhibit A

<u>FFCA #</u>	<u>Store #</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>County</u>
8001-2774	46	673-675 Crescent Street	Brockton	MA	Plymouth
8001-2775	110	335 Commercial Road	Leominster	MA	Worcester
8001-2776	111	915 Grafton Street	Worcester	MA	Worcester
8001-2777	115	1876 Boston Road	Wilbraham	MA	Hampden
8001-2778	127	681 W. Boylston	Worcester	MA	Worcester
8001-2779	132	337 Elsbree Street	Fall River	MA	Bristol
8001-2780	148	340 Marino S. Bishop Blvd.	Fall River	MA	Bristol
8001-2781	112	104 Boston Post Road	Sudbury	MA	Middlesex
8001-2782	113	319 Washington Street	Stoughton	MA	Norfolk
8001-2783	114	291 Worcester Street	Natick	MA	Middlesex
8001-2784	124	1133 Worcester Road	Framingham	MA	Middlesex
8001-2785	126	748 Gallivan Blvd	Dorchester	MA	Suffolk
8001-2786	129	15 Taunton Street	Plainville	MA	Norfolk
8001-2787	177	411-417 Main Street	Melrose	MA	Middlesex
8001-2788	317	809 Lafayette Road	Seabrook	NH	Rockingham

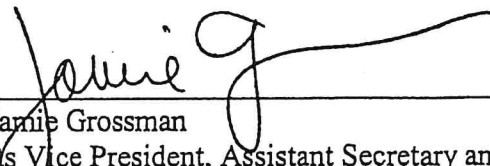


IN WITNESS WHEREOF, Seller and Buyer have entered into this Agreement as of the date first above written.

BUYER:


GINPOP PROPERTY LLC, a Delaware limited liability company

By Ginpop Equity LLC, a Delaware limited liability company, its member manager

By:   
Jamie Grossman  
Its Vice President, Assistant Secretary and Assistant Treasurer

SELLER:

PAPA GINO'S, INC., a Delaware corporation

By:   
Louie Psallidas  
Its Senior Vice President of Finance and Treasurer

Attachment13.a: Papa Ginos CV Application\_2019\_BOS (3425 : Papa Gino's Common Victualler License Application)

## MASTER LEASE

THIS MASTER LEASE (this "Lease") is made as of July \_\_, 2001 (the "Effective Date"), by and between GINPOP PROPERTY LLC, a Delaware limited liability company ("Lessor"), whose address is c/o U.S. Realty Advisors, LLC, 1370 Avenue of the Americas, New York, New York 10019, and PAPA GINO'S, INC., a Delaware corporation ("Lessee"), whose address is 600 Providence Highway, Dedham, Massachusetts 02026-6848.

### W I T N E S S E T H :

THAT, in consideration of the mutual covenants and agreements herein contained, Lessor and Lessee hereby covenant and agree as follows:

1. *Certain Defined Terms.* The following terms shall have the following meanings for all purposes of this Lease:

*"Acknowledgement"* means the Acknowledgement of Master Lease Assignment and Subordination, Nondisturbance and Attornment Agreement dated as of the date of this Lease among Lessor, Lessee, Lender and Remainderman. A duplicate original Acknowledgement will be executed and recorded in the applicable real property records for each Property.

*"Action"* has the meaning set forth in Section 23.A(iv).

*"ADA"* has the meaning set forth in Section 16.C.

*"Additional Rental"* has the meaning set forth in Section 5.B.

*"Affiliate"* means any Person which directly or indirectly controls, is under common control with, or is controlled by any other Person. For purposes of this definition, "controls", "under common control with" and "controlled by" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or otherwise.

*"Aggregate Fixed Charge Coverage Ratio"* shall have the meaning set forth in Section 8.A.

*"Applicable Regulations"* means all applicable statutes, regulations, rules, ordinances, codes, licenses, permits, orders and approvals of each Governmental Authority having jurisdiction over Lessee and/or any of the Properties, including, without limitation, all health, building, fire, safety and other codes, ordinances and requirements and all applicable standards of the National Board of Fire Underwriters and the ADA, in each case, as amended, and any judicial or administrative interpretation thereof, including any judicial order, consent, decree or judgment applicable to Lessee.

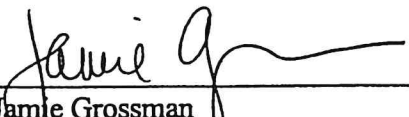
*"Applicable Rent Reduction Percentage"* means, with respect to any Property, a fraction, the numerator of which shall be the Purchase Price for such Property, and the denominator of

IN WITNESS WHEREOF, Lessor and Lessee have entered into this Lease as of the date first above written.

LESSOR:


GINPOP PROPERTY LLC, a Delaware limited liability company

By: Ginpop Equity LLC, a Delaware limited liability company, its member manager

By:   
\_\_\_\_\_  
Jamie Grossman  
Its Vice President, Assistant Secretary and Assistant Treasurer

LESSEE:

PAPA GINO'S, INC., a Delaware corporation

By:   
\_\_\_\_\_  
Louie Psallidas  
Its Senior Vice President of Finance and Treasurer

Lessee's Tax Identification Number:

33-0491264

Attachment 13.a: Papa Ginos CV Application\_2019\_BOS (3425 : Papa Gino's Common Victualler License Application)

**Papa Gino's**  
**Common Victualler License Approvals**

<b>Department</b>	<b>Staff</b>	<b>Approve/Deny</b>	<b>Comments</b>
Building Department	Andrew Lewis	Approve	8/21/19 The Building Dept. has no issue with this.
Fire Department	Asst. Chief Choate	Approve	8/21/19 The Fire dept. has no issue with the transfer.
Board of Health	Bill Murphy	Approve	8/21/19 The health department has no issues with this transfer.
Police Department	Chief Nix	Approve	8/21/19 The police department does not have an issue with the transfer.