

Town of Sudbury

Sewataro Use Policy

v1.63 Updated ~~March 4~~ June 2021

1. Intent

It is the Town of Sudbury's desire that all residents of Sudbury enjoy safe and appropriate use of Town property, including Sewataro. This use should take place with proper regard to accessibility for all residents, safety of participants, and with respect for the preservation of the property for future Town use. ~~It is the Town of Sudbury's desire that all residents of Sudbury enjoy safe and appropriate use of Town property, including Sewataro. This use should take place with proper regard to the safety of participants and with respect for the preservation of the property for future Town use.~~

1.2 Public Access Times

While Camp Sewataro is operating, public access of the grounds is allowed for recreational purposes only during designated times in order to avoid conflicts. These designated public access times are:

Camp Season (June 1 – August 31)

- Monday-Friday: 6pm-Dusk in the front section of the property
- Saturdays, Sundays and Federal holidays: 9am-Dusk

"Off" season (September 1 – May 31)

- Monday-Sunday: 9am - Dusk

Use is not allowed without permission from the Select Board for for-profit, religious, or lobbying purposes. Use of the Sewataro property by these groups may be granted during designated times on a one-time basis by majority vote of the Select Board.

2.3 Permitting Authority

The permitting authority for the use of the Sewataro property shall be the Select Board. Larger events involving food trucks, electrical equipment, or stage work may require additional inspections or approvals from the Town Manager, Health Department, Building Department, or other Town departments.

3.4 Facility Reservations

For organized events and meetings, specific spaces can be reserved during designated times.

The scheduling of reservations shall be the responsibility of the Camp Sewataro community liaison. This individual will CC: XYZTown StaffXYZ for informational purposes, so that user groups, numbers, types, etc. can be tracked in order to project future demand and adapt services to meet high demand user groups.

As of March 2021, contact Kristen Drummey, Camp Sewataro Community liaison, at kristen@sewataro.com with questions or to book. A calendar depicting Sewataro reservations is available here:

<https://sudbury.ma.us/townmanager/2021/03/15/sewataro-resident-event-calendar/>

Reservations should be made at least <<<forty-eight (48) hours/two weeks/one month>> in advance prior to the meeting. In the event of an emergency meeting, the 48-hour advance notice requirement may be waived. Larger

events involving food trucks, electrical equipment, or stage work may require additional inspections and several weeks' notice is recommended.

Written reservations must include:

- Name of the group requesting the reservation
- The primary contact person for the group, along with their phone number and email address

4.5. Group Reservation Responsibilities

A group's primary contact person is responsible for coordinating the meeting and shall be responsible for insuring:

- That the space, facility, and/or general location used is kept in clean condition and proper order following the conclusion of the meeting, including placement of all debris or waste materials in appropriate receptacles, removal of all decorations, and return of any furniture or equipment to their original locations
- All restrictions are adhered to.
- Completion of the Sewataro Property Use Form in advance of the meeting.
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5.6. Reservation Priority

Reservations shall be made on a first-come, first-served basis. However, when in conflict, priority shall be given to local government organizations, then local residents, then local groups, and then non-Sudbury organizations or individuals.

There may be times when a site plan and additional equipment may be required, this coordination will begin with the reservation process. If additional toilets are needed to complement the event, one of which shall be in compliance with Americans with Disabilities Act (ADA) requirements.

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6.7. Available spaces

The spaces available to reserve include:

Facility	Maximum Occupancy	Attributes	Use Fee
Liberty Lodge	150	4000 sq. ft. Covered roof	???
Meeting Hall	50	1200 sq. ft. Covered Roof	???
Tree House	???	Covered roof	???
Craft Pavilion	???	Tented Roof	???
???	???	???	???

7.8. Fees

The Select Board shall set the amount of the fee so as to recover a reasonable approximation of the costs to the Town in processing the requested item, and to recoup reasonable maintenance and repair costs of the property.

(1) Facilities may be used without rental fee, provided there is no charge to the public either by admission fee or sales, by:

- a. Town, State or Federal departments.
- b. Non-profit organizations whose functions are charitable, civic, or patriotic.
- c. Community service groups, such as Scouts, youth recreational groups, etc.

(2) Facilities may be used with rental fee by:

a. Any organization charging admission or conducting sales.

(\$40 per day at Town Hall currently)

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(3) Rental fee Schedule – per date (each day): Shall be in accordance with the Fee Schedule in Section 7.

Any revenue from fees charged for use of programming/meetings held at the Sewataro property during “public access hours shall remain with the Town. Any revenues generated from Town-organized programming/meetings shall remain with the Town. Non-camp events organized by Camp Sewataro shall follow the revenue share agreement between the Town and Camp Sewataro.

Fees MUST be justified and reasonable, not arbitrarily established. How much is needed for general maintenance, recovery, cleaning.

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Rates and Fees:

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- Sometimes raising/establishing rates results in less use

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- Deficits need to drive rate increases

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8.9. Insurance Requirements

Insurance requirements shall be in accordance with Town Park & Recreation Department policies. Proof of insurance coverage may be required of any organized group requesting reservations at Sewataro and requested at any time.

Groups and/or individuals that carry liability insurance should add the property to their policies and share a copy with the camp operator for file.

We would recommend that whoever is having the event should have a special event policy listing the camp and the town as additional insured. This can be done for \$150.00-\$250.00. (From MIIA)

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Liability Waiver
Town of Sudbury.pc

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9.10. Acceptable Use

Any use of the Sewataro property shall adhere to acceptable use guidelines as put forth by the Town Park & Recreation Department. Refreshments shall be allowed, but all garbage must be cleaned up and disposed of in appropriate receptacles.

10.11. Maximum Occupancy

Maximum Occupancy of each structure shall be in accordance with Town Fire Department regulations. Maximum occupancy is listed in the table above.

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11.12. Restrictions

- All use of facilities is at your own risk
- Smoking or vaping is not permitted in Sewataro.

- Vehicles are prohibited from driving on interior roadway, walkways, and any grassed area without express permission.
- Parking is permitted only in the designated lower and upper parking lots.
- No alcoholic beverages are allowed at Sewataro without express permission from the licensing authority.
- Sledding: Sledding is at your own risk. It is recommended that any sledding be done on the hill towards the fields.
- All pets must be leashed. Owners must pick up after their pets.
- No ice skating on the ponds in the winter.
- No swimming in the ponds.
- Any fishing in the ponds should be catch-and-release. These fish should not be eaten.

12.13. Exclusive Use

Under no circumstances will exclusive use of the Sewataro property be granted to one group during the public access hours as described in Section 2.0 Public Access Hours.

13.14. Emergency Contact

In case of an emergency, user is to notify the Fire Captain on duty at Central Fire Headquarters located on Hudson Road.

14.15. Postings

Any posting at the Sewataro property shall be consistent with the Town’s policy on Advertising and Directional Signs; no “signs of an advertising nature” on behalf of for-profit organizations shall be allowed. Public postings shall be allowed only at the informational kiosks located at the front and back entrances to Sewataro.

16. Restrooms.

There are XYZ#(2) Port-a-Potties, an ADA-accessible one located near Liberty Lodge and a general use one available near the lower parking lot, available for use as restrooms during public access times. For events with 25 or more people, an additional fee of \$XYZ for servicing before and after the event will be incurred.

For events with 100+ people, the user will be required to contract for its own port-a-pottie services.

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17. Traffic Management

Should the event be large enough, the Police Department may require a police detail or other arrangements to appropriately direct traffic.

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18. Parking Spaces

Parking is permitted only in the designated lower and upper parking lots. There are 10 parking spaces in the upper lot, with XYZ# ADA compliant handicapped accessible spaces, with 90 parking spaces in the lower lot, with XYZ# ADA compliant handicapped accessible spaces, and approximately 30 additional overflow parking spaces in the front field. Event organizers shall consider the number of required parking spaces when making reservations.

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19. Park and Recreation Coordination

Sewataro event organizers shall confer with the Park and Recreation and other Town departments as appropriate to ensure there are no conflicting events scheduled (e.g., holiday events). In the event of a conflict, the Town-organized event shall take precedence.

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Create a flowchart similar to example below for applicants to know what permits/process they should follow (e.g., Health Dept for food, Building Dept. for stage/electrical items, insurance requirements, etc.)

20. Hold Harmless Individual User Agreements

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On behalf of myself and/or my minor child, (User), I understand that part of the facility and experience involves activities and group interactions that may be new to us, and that they come with uncertainties beyond what we may be used to dealing with at home, including but not limited to uneven terrain, collisions, being struck by thrown objects, insects, wild and domestic animals, inclement weather, remote locations, communicable diseases including but not limited to COVID-19, and other risks, including use of the facility by members of the public. I am aware of these risks and are assuming them on behalf of me and my child. We realize that no environment is risk-free, and understand and, if applicable, have instructed my child on the importance of abiding by the facility's rules, and we agree that we are familiar with these rules and will obey them.

To the fullest extent permissible by law, user agrees to save and hold harmless Camp Sewataro, LLC and the Town of Sudbury, including its owners, employees, trustees, agents or officers from and against any claim, suit, cause of action settlement or judgment brought against it by any party arising out of user's breach of its duty of reasonable care or intentional act arising out of user's use of the property or facilities, including attorneys fees and other costs of suit, and further to waive any and all claims or causes of action against Camp Sewataro, LLC and the Town of Sudbury, except those that are the result of their gross negligence or intentional acts.

21. Hold Harmless Group User Agreements

User understands that part of the facility and experience involves activities and group interactions that may be new to our participants, and that they come with uncertainties beyond what our participants may be used to dealing with at home, including but not limited to uneven terrain, collisions, being struck by thrown objects, insects, domestic and wild animals, inclement weather, remote locations, communicable diseases including but not limited to COVID-19, and other risks, including use of the facility by members of the public. We are aware of these risks, and we are assuming them on behalf of our participants. We realize that no environment is risk-free, and so we have instructed our participants on the importance of abiding by the facility's rules, and we agree that they are familiar with these rules and will obey them.

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To the fullest extent permissible by law, user agrees to save and hold harmless Camp Sewataro, LLC and the Town of Sudbury, including its owners, employees, trustees, agents or officers from and against any claim, suit, cause of action settlement or judgment brought against it by any party arising out of user's breach of its duty of reasonable care or intentional act arising out of user's use of the property or facilities, including attorneys fees and other costs of suit, and further to waive any and all claims or causes of action against Camp Sewataro, LLC and the Town of Sudbury, except those that are the result of their gross negligence or intentional acts.

The undersigned represents that they are authorized to execute this agreement and to bind the group.

22. Accessibility

To the greatest extent practicable, organizers shall work with the camp operator and town, as appropriate, to implement temporary adjustments that will offer access to the widest population use during the planned event. This may require coordination with the fire, building, and combined facilities departments. This may also include this like ADA compliant ramp use, potable restrooms, protective surface enhancements or other appropriate considerations.

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23. Reportable

It is imperative to report any

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Food

Electricity

Noise

Stage

Open Flames, fire pits, cooking devices: Public use of any fire pit, grill or open flame, etc... on the property would require a special permit that was issued by the Select Board, review by the Fire Department would be required. This increases liability to the Town and is not recommended on this or any Town property. We would have no control over these non-commercial cooking devices that could cause injury to the public. We do not allow any grilling on Parks. (Many times these small inexpensive grills are used and just left behind on the property for the Town to pick up.)

ADDED IDEA:

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Create a flowchart similar to example below for applicants to know what permits/process they should follow (e.g., Health Dept for food, Building Dept. for stage/electrical items, insurance requirements, etc.)

