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November 5, 2025

VIA FIRST CLASS AND ELECTRONIC MAIL

Emily Gabrault, Deputy Chief
Charitable Trusts Unit
Massachusetts Attorney General's Office
One Ashburton Place
Boston, MA 02108
Emily.gabrault@mass.gov

**Re: "Camp Menotomy Trust," Book 420/Page 531 Belknap County Registry of Deeds;
386 Meredith Neck Road, Meredith, Belknap County, Blk S07, Lot 1, 95.38 acres**

Dear Deputy Director Chief Gabrault:

As you know, my firm represents the Meredith Neck and Islands Alliance ("MerNIA"), which seeks the enforcement of the express terms of the Camp Menotomy Trust ("Trust"). I respectfully submit this letter to urge the Commonwealth to oppose the General Trust Petition filed by the Trustees in Middlesex Probate Court ("Petition"). The Petition is legally and factually unsupportable and appears to be deliberately misleading. The Petition fails to establish, and the record cannot establish, that the Trustees' proposed sale of the Property would fulfill the Trustees' fiduciary duties to the Beneficiaries.¹

The Petition fails to address Mr. Carlson's triple-net lease offer of July 18, 2025, which proposes to lease the Camp Menotomy Property at 386 Meredith Neck Road, Meredith, NH ("Property") as a **non-profit** camping organization, **for \$110,000 in annual rent, several million dollars of capital investment, and \$600,000 of annual camperships to the benefit of Arlington Girl Scouts (or Arlington girls and/or other Arlington area Girl Scouts)**. Trust at ¶6. The Petition also ignores the expressly stated purpose of the Trust and misleadingly and incorrectly describes the Trustees' alleged due diligence. The record establishes that the Trustees never meaningfully considered offers to lease the Property as a camp, that they assert infeasibility even

¹ The Trustees no longer appear to be asking for the Court to apply the *cy pres* doctrine, as they have previously suggested in filings with the Commonwealth and the State of New Hampshire. Under Massachusetts law, which MerNIA does not agree here is applicable, the Trustees would have to prove, with supporting evidence, that the purpose of the Trust is impossible and impracticable. *Matter of Richard E. Howard Trust*, 2025 WL 2445864 *7 (August 26, 2025). The evidence would not support such a finding, and the evidence similarly fails to support a finding that the Trustees have fulfilled their fiduciary duties as specifically set forth in the express terms of the Trust, especially where there is at least one camp that seeks to "utilize the site as a camping place" to the benefit of Arlington Girl Scouts. Trust at ¶6.

though the purpose of the Trust could continue to be fulfilled by entering into Mr. Carlson's proposed lease or into a lease with another camping organization, and that they rely upon the circular and unsupportable argument that leasing the property as a camp is infeasible based upon an increased property tax bill – a situation that they themselves created and that would be abated. **Exhibit 1**, MerNIA July 31, 2025 Letter at 5. The Trustees entered into the proposed purchase and sale agreement **prior** to placing the Property on the market and have since taken no action to comply with Paragraphs 6 and 10 of the Trust, which they admit requires them to determine whether there is an available camp to lease the Property before it could be sold. There is at least one such camp. Rather than respond to that camping organization, the Trustees cite unreliable data and distort the record. This should not be tolerated, and the Commonwealth should not be compelled to waste resources on the baseless Petition. To fulfill the express purpose of the Trust, and to protect the interest of the intended beneficiaries—Arlington Girl Scouts and Arlington girls—the Commonwealth should oppose the Petition and should require the Trustees to meet with Mr. Carlson and/or make a serious and earnest effort to locate other interested camp operators.

The Petition Ignores Mr. Carlson's Triple-Net Lease Offer To Operate A Camp On The Property At No Cost To The Trust (And Also Mischaracterizes An Earlier Offer)

Mr. Carlson, who presently runs Camp Quinebargue, a successful New Hampshire camp that has been in business for nearly 90 years, presented the Trustees with a triple-net lease offer to operate a camp on the Property to continue fulfilling the express terms of the Trust. Significantly, this pending offer, dated July 18, 2025, includes covering the abatement of the residential property tax bill, which resulted from the Trustees' public announcements of their proposed sale.² See **Exhibit 2**, MerNIA Letter dated May 30, 2025 at 3 (Meredith property tax bill was issued after a local news article described the developer's proposed construction). Based upon information and belief, this tax assessment would revert to charitable designation if the Property continues to be used as a camp. To eliminate any confusion as to the key terms of Mr. Carlson's pending offer, a copy of which is attached hereto as **Exhibit 3**, his proposal is to:

- Operate a for-profit *or a non-profit* residential summer camp on the Property for children for which the Trust would incur no cost and have no management responsibility, as it did when the previous lessors operated camps on the Property for the past approximately 63 years;
- Pay the Trust **\$110,000 per year** in rent;

² The Petition appears to deliberately mischaracterize Mr. Carlson's prior offer, provided on May 30, 2025, by suggesting that Mr. Carlson merely offered \$35,000 in annual rent, when, to the contrary, he also offered to cover the \$150,000 property tax bill and to provide approximately \$600,000 in "camperships" (scholarships to attend the camp). **Exhibit 4**, Mr. Carlson Letter dated May 30, 2025.

- Provide annual “camperships” for Arlington Girl Scouts and/or girls or Girl Scouts from the Arlington, Massachusetts area, to the value of ***an estimated \$600,000 (in addition to the annual rent payment)***;
- Substantially invest in the property by making **several million dollars of capital improvements** to support residential camping, again, ***at no cost to the Trust***; and
- Assume responsibility for **the real estate taxes** for the Property.

Exhibit 3, Mr. Carlson Letter dated July 18, 2025. Mr. Carlson’s pending offer appears to be consistent with the fair market value of a lease for a camp, is reasonable, would provide substantial benefit to the Arlington Girl Scouts, and should be supported by the Commonwealth of Massachusetts and the State of New Hampshire.

Given that the Trustees are ignoring Mr. Carlson, the Trustees cannot establish that they have complied with Paragraphs 6 and 10 of the Trust. The Trustees acknowledge that Paragraph 10 does not allow the Property to be sold unless “no other organization can be found to utilize the site for camping purposes.” Trust at ¶10; *see also* Petition at ¶12. Presumably, that is why the Trustees attempt to describe their alleged efforts to demonstrate infeasibility. Nevertheless, the Trustees are ignoring at least one triple-net offer to lease the Property, dated July 18, 2025, for \$110,000 a year of rent, \$3-\$5 million in capital improvements, and \$600,000 in camperships for Arlington Girl Scouts (or other area Girl Scouts or girls). Pursuant to the express language of Paragraph 10, the Trustees have a fiduciary duty to respond to that triple-net lease offer by negotiating with Mr. Carlson (or any other camp) to agree upon a “reasonable rental” amount. Trust at ¶¶3, 6, 10.

The Trustees would lose nothing by engaging with Mr. Carlson or any other camping organization. If the Trustees lease the Property to Mr. Carlson or another camping organization, the Trust will still hold the asset. Therefore, the Commonwealth of Massachusetts and the State of New Hampshire should oppose the Petition and should compel the Trustees to fulfill their fiduciary obligations and by meeting with Mr. Carlson to finalize his proposal to continue operating a camp on the Property pursuant to the express terms of the Trust.

As The Trustees Have Admitted, The Purpose Of The Trust Is To Maintain The Property As A Camp For Arlington Girl Scouts Or Arlington Girls And The Property May Not Be Sold Because There Is A Camp Interested In Leasing The Property

There is no dispute that the purpose of the Trust is for the Property to be used “primarily as a camp” for the benefit of the Arlington Girl Scouts. Email dated December 4, 2024 from Attorney Leonard. The Trustees also admitted in numerous Form-990 tax filings that the Trust’s tax-exempt purpose is to “[l]ease [the] camp to Girl Scouts for \$1 per year.” *See, e.g.*, Form-990 filing dated 2017. The Petition fails to cite any support for allowing the Trustees to abandon that

mission given that Mr. Carlson seeks to step into the shoes of the previous lessors to use the "site as a camping place" to the benefit of Arlington Girl Scouts and other Arlington area girls and/or Girl Scouts. Trust at ¶6.

It is noteworthy that the Property has been used for decades by organizations with no affiliation to the Arlington Girl Scouts, including the Girl Scouts of Green and White Mountains, church groups, and Boy Scouts, with no specifically identifiable benefit to Arlington Girl Scouts other than potentially minimally paid rent. In 1963, the charter of the Arlington Girl Scouts Inc. was revoked by Girl Scouts USA, and it ceased to be an official Girl Scout body. A new organization, Mistick Side Girl Scout Council, Inc. was created and became the official body for Girl Scouting in Arlington. In 1965, Arlington Girl Scouts Inc. acknowledged that its sole responsibility was to operate a camp for girls, and it changed its name to Camp Menotomy Inc. This name change was significant because it recognizes that the Camp Menotomy Property was **independent** of the Girl Scout organization, and that its whole purpose was to maintain and lease the Property as a summer camp, benefitting Arlington Girl Scouts or girls from Arlington, as guided by the Camp Menotomy Trust instrument.³ That is what the Trustees have admitted for years in their tax filings has been the purpose.

Tellingly, the Petition fails to cite or even to acknowledge the terms of the Trust setting forth the expressly stated purpose of the Trust. The Trust states in Paragraph 1 that its "purpos[e]" is to "[t]o maintain the physical properties necessary and proper for a camp for girls ranging in age from seven to eighteen, such properties to consist of land, buildings and all equipment essential to the proper enjoyment of a camp for such girls." Trust at ¶1 (emphasis added). The Trust also states in Paragraph 2 that the Trust is intended to "raise money for the purposes of maintaining said camp, including ... for personal property to be used in the carrying on of such a camp" and for the "maintenance and repair of such equipment and the buildings and ways upon the lands comprising the camping grounds." Trust at ¶2 (emphases added). Further evidencing the Trust's intent to maintain the Property as a camp, the Trust states that the Trustees may "build or have built such additional buildings and structures ... as necessary or proper for the operation of a camp." Trust at ¶3. See, e.g., *Fournier v. Secretary of Executive Office of Health And Human Services*, 488 Mass. 43, 50-51 (2021) ("It is a fundamental principle of Massachusetts law that trust instruments be construed to ascertain the intention of the testator from the whole instrument, attributing due weight to all its language ... and to give effect to that intent unless some positive rule of law forbids.") (quotations and citations omitted); *Museum of Fine Arts v. Beland*, 432 Mass. 540, 543 (2000) ("[E]xtrinsic evidence is unnecessary because the provisions

³ The Trustees apparently fail to recognize that the purpose of the Trust was to provide a camping experience on Lake Winnepesaukee on this specific Property to girls from Arlington, MA, even if the Arlington Girl Scouts did not exist as an organization. As set forth in Paragraph 6 of the Trust, the Property is to continue to be leased as a camping site to the benefit of girls of Arlington, even if there is no successor to the Arlington Girls Scouts. Additionally, the preamble specifies that the Trust is intended to benefit Girl Scouts of "said Arlington." Trust. Hence, the name of the Trust is "Camp Menotomy Trust," as "Menotomy" is the original name of the City of Arlington, Massachusetts.

of the bequest are not ambiguous....The judge correctly interpreted the meaning of the words in this paragraph by the application of commonly accepted rules.”); *see also* **Exhibit 5**, MerNIA letter dated February 5, 2025 at 3.

Indeed, one of the Trustees’ attorneys wrote to you on December 4, 2024 that he “agree[s]” that the “intent [of the Trust] was to benefit the Arlington Girl Scouts, primarily as a camp.” Email dated December 4, 2024 from Attorney Matthew Leonard to Deputy Chief Emily Gabrault (“Email dated Dec. 4, 2024”). Having made that admission, and having acknowledged in their Form-990 tax filings that the purpose of the Trust is to lease the Property for a camp, the Trustees cannot now suggest in their Petition that the maintenance of the “physical properties” as a camp is not the “primary” purpose of the Trust. Trust at ¶¶1, 3; Email dated Dec. 4, 2024; compare Letter dated June 26, 2025 from Attorney Cook at ¶7 (suggesting that it is a “misimpression” that the Trust is “somehow . . . intended to benefit the real estate, and not the Arlington Girl Scouts”).

The Petition does not cite any Trust language to the contrary. Nor does the Petition cite any Trust language which allows the Trustees to sell the Property merely to maximize profit. *See* Petition; *see also* Cook Letter dated June 26, 2025 (incorrectly arguing that leasing as camp would not provide the “anywhere near the return on value” of the Property). The entire Petition acknowledges that the Trustees have a fiduciary duty to fulfill the requirements of Paragraphs 6 and 10 of the Trust, but it nonetheless suggests the Trustee should be able to ignore those duties merely to maximize profit. *Id.* That would be contrary to the Trust’s express terms, and in any event, as set forth below, the record shows that the Trustees did not engage in any meaningful investigation of potential camps to fulfill their acknowledged fiduciary duty.

There is no dispute that there is an organization that would like to “utilize the site as a camping place,” and in particular, to utilize the site for camping purposes to benefit girls from Arlington, Massachusetts. Trust at ¶6. The Commonwealth, and the Court, should require the Trustees *to honor the express intent of the settlors*, which the Trustees admit, is “primarily” to maintain the “physical properties” as a camp for the benefit of Arlington Girl Scouts (or Arlington girls). Trust at ¶¶1, 3; Email dated Dec. 4, 2024.

The Petition Is Misleading And Unsupported By The Record

The record does not support the Trustees’ assertion that they “fully considered the possibility of finding another organization to rent and to operate a camp.” Petition at ¶12. As noted above, Mr. Carlson has offered to rent and to operate a camp on the property *as a non-profit organization* as per his pending offer of July 18, 2025. The Trustees have not just failed to “fully consider” his offer—they have ignored it.

A. There Is No Evidence To Demonstrate That The Trustees Fulfilled Their Fiduciary Duties To Comply With Paragraphs 6 And 10 Of The Trust Prior To Entering Into The Proposed Purchase And Sale Agreement.

The suggestion in Petition at 15 that the Trustees worked with a local broker after first determining that leasing the Property as a camp would allegedly be infeasible is, at best, misleading. Petition at ¶19. The Property was placed on the market - for one day - *after* the proposed purchase and sale agreement was initially executed. See **Exhibit 1** (MerNIA Letter to the State of New Hampshire dated May 30, 2025, at 3 (Describing the history of the Property being placed on the market for one day). The Purchase and Sale Addendum 1 was dated January 26, 2024, the Purchase and Sale Agreement entered into on January 28, 2024, and the effective date of the agreement and addendums was made February 10, 2024, on the same day that the Property was pulled from being on the market after only approximately 21 hours and the listing status changed to “anticipated closing date.”

MerNIA has been unable to obtain, and the Petition fails to identify, any evidence to establish that the Trustees ever attempted to locate a camping organization to lease the Property. There is no evidence that the Trustees communicated anything to any camps or camping organizations about the opportunity to lease the Property or that they attempted to advertise the possibility of leasing the Property prior to entering into the proposed purchase and sale agreement. To the contrary, MerNIA contacted numerous camping organizations and learned that none of them had been informed of the availability of the Property prior to it being placed on the market, which was after the proposed purchase and sale agreement had been penned.

In fact, the Trustees admitted that the only alleged “due diligence” they conducted, *prior to executing the proposed purchase and sale agreement*, was to allegedly “discuss at length the possibility of other organizations, primarily those that focus on girls with ages ranging from seven to eighteen, leasing the Camp” and deciding that the “Girl Scouts was the organization most likely to fit that description” such that “it did not seem likely such organization could be found and no such organization was found.” Attorney Cook Nov. 2024 Mem. at 2. **In other words, the Trustees did not do any actual work to fulfill their acknowledged duty**, did not make phone calls or conduct outreach, and did not even advertise the Property for lease to any camping organizations or associations.

To the extent the Trustees assert that they first consulted with the Girl Scouts of Eastern Massachusetts prior to placing the Property on the market, that, too, is unfounded. An official from the Girl Scouts of Eastern Massachusetts stated, “Once we made the announcement that we were no longer using the [P]roperty, the Trust made decisions out of our control.” (Joanna Lenahan, VP of Operations, former Senior Director of Programs, Camps, and Facilities, Girl Scouts of Eastern Massachusetts).

Moreover, any alleged consultation with the Girl Scouts of Eastern Massachusetts, should be discredited because: (1) There is still an Arlington Girl Scouts unit, whose members are the intended beneficiaries of the Trust; and (2) The Trustees appear poised to offer a potential corporate windfall from the proposed sale to the Girl Scouts of Eastern Massachusetts for, as the Trustees describe it, "other projects." Petition at ¶15. Any such alleged "other projects" would be contrary to the intended purpose of the Trust to provide Arlington girls with a camping experience on this Property and/or with "camperships" generated from the income of renting this Property as a camp. Trust at ¶6.

The Trustees' failure to conduct any outreach to potential camps to lease the Property prior to executing a purchase and sale agreement or even placing it on the market demonstrates that the Trustees cannot meet their burden of establishing that they exercised due diligence and fulfilled their acknowledged fiduciary duties.

B. The Trustees Have Not Satisfied Their Fiduciary Duties During The Alleged "Due Diligence Period" Following The Involvement Of The Commonwealth And The State Of New Hampshire.

Since the Commonwealth and the State of New Hampshire began investigating the proposed sale of the Property, the Trustees appear to have unsuccessfully attempted to "back-fill" the record. The Petition fails to establish that the Trustees have since fulfilled their acknowledged responsibilities set forth in Paragraphs 6 and 10 of the Trust, and the Trustees instead misstate the chronology of events, cite unreliable and/or irrelevant data, and offer no basis for ignoring one or more fair market value offers to lease the Property to "utilize the site as a camping place." Trust at ¶6.

Contrary to their suggestion, Mr. Carlson first spoke with the real estate agent, Susan Bradley, on February 10, 2024 – not February 13, 2025, making an offer to operate a non-profit camp on the Property, focusing on girls from the Arlington area to honor the legacy of the Trust's intent. Petition at ¶21. He was told by the realtor that she would inform the Trustees of his offer. However, he never heard back from the Trustees or the realtor, and he assumed that the Property was sold.

It was not until May 2024, that he learned through the local newspaper that the Trust required the Trustees to consider other organizations to lease the Property for camping purposes. On June 24, 2024, Mr. Carlson reached out to the Trustees' counsel to again revisit his offer to purchase or lease the property. There was no reply despite multiple attempts to contact the Trustees or their representatives. Over the summer and fall of 2024, and into the winter of 2025, there was no constructive response. After Mr. Carlson obtained documents through a "Right-to-Know Act" Request, RSA ch. 91-A, and he had meetings with both the State of New Hampshire and the Commonwealth, Mr. Carlson submitted another offer. Contrary to their assertion, the Trustees did not respond in good faith by writing to Mr. Carlson on April 29, 2025 and requesting Mr.

Carlson's highest and best offer. Petition at ¶24. Specifically, the Trustees confirmed that they had no intention of considering that offer. They wrote, through counsel, to Mr. Carlson's counsel that "they already fulfilled their obligations under the Deed of Trust." See April 29, 2025 Letter from Attorney Cook to Attorney Donais.

Around the same time, the Trustees apparently solicited data to try to justify selling the Property, even though they never obtained data to refute the legitimacy of Mr. Carlson's offer and refused to negotiate with him. To date, the Trustees have not produced any reliable data to support rejecting his offer to lease the Property for camping.⁴

For example, the Petition misleadingly suggests that the Trustees are relying upon an arm's length, good faith estimate of capital improvements necessary to lease the Property as a camp to support their claim that leasing the Property as a camp is not feasible. The Petition, however, fails to mention that the referenced estimate, completed in the spring of 2024, was not provided by a camp operator, or anyone familiar with camp facilities. Rather, it was provided by the same real estate developer, Jeremy Martin, who signed the purchase and sale agreement months earlier in late January 2024. The fact that Mr. Martin seeks to develop the Property and to substantially profit from the proposed development, should completely discredit the estimate as unreliable and as intended to create a facade of infeasibility. In contrast, Mr. Carlson is an experienced camp operator who has estimated that it would cost him \$3-5 million dollars to improve the Property to operate a camp. Petition at ¶25. Notably, Mr. Carlson offered to make this capital investment at *no cost to the Trust*, and yet, the Trustees, in breach of their fiduciary duty, have ignored him and failed to consider his more reliable estimate.

The Trustees' alleged reliance upon the Reeks' alleged "feasibility study," obtained after the State of New Hampshire and Commonwealth became involved, Petition at ¶14, is similarly misplaced and misleading:

- The alleged Reeks "feasibility study" is irrelevant because it evaluates the Property as a real estate development, not as a camping operation, as the Trust requires;
- The alleged Reeks "feasibility study" fails to include any substantive analysis with any comparative data and ignores the fact that an experienced camp operator (Mr. Carlson) had already made an offer to run a camp on the site; and
- The conclusions of the alleged Reeks "feasibility study" about declining camp enrollment, limited season, and competition are not supported by any data. To the contrary, MerNIA's conversations with camp directors across New England reveal strong enrollment, robust pricing, and waitlists for well-run camps. Indeed, camps in excellent

⁴ The Trustees suggestion that Mr. Carlson would receive a "financial boon" is a gross exaggeration; Camp Quinebargue was established in 1936, and Mr. Carlson seeks to promote youth camping and not financial greed.

locations, like this one, have operated successfully for decades and remain highly popular, as evidenced by the long-standing success of camps such as Camp Quinebarg, Camp Belknap, Camp Nokomis, and Camp Lawrence.

Notably, this alleged “feasibility study” was conducted four months after the purchase and sale agreement was entered (January 28, 2024) and after the Property was placed on the market for just one day (February 9, 2024). The alleged “feasibility study”⁵ appears to be nothing more than an unsupported and futile effort to manufacture “infeasibility,” even though there is at least one camp that is available to lease the Property to “utilize the site as a camping place” at a fair market value rate. Trust at ¶6.

The Stebbins Commercial Properties LLC appraisal is also irrelevant and fails to support the sale of the Property. Petition at ¶22. That alleged, one-page appraisal does not even state how the Property would be used to allegedly generate \$300,000 in rent. Nor does it provide any supporting data, analysis, or basis to support its conclusion.

Moreover, to the extent the Stebbins Commercial Properties LLC appraisal relates to renting the Property as a camp, which is denied, it assumes full capacity of a proposed camp on day one. As addressed by Mr. Carlson’s triple-net lease proposal, the Property will need some capital improvements to meet safety standards, regulatory compliance, and achieve ACA accreditation. That could take some time. It would be unreasonable to expect a fully staffed and fully enrolled camp in the first year. The necessary capital investment does not render the leasing of the Property infeasible, but rather, it requires the Trustees to engage in meaningful negotiations with Mr. Carlson (or some other camping organization) to determine how that capital investment should be reflected in the lease agreement and/or in the annual rent.

MerNIA has recently become aware of another camping organization, The Station Foundation, who also attempted to make an offer to lease the camp. The Station Foundation reached out to the Trustees’ counsel as directed by your office, and they, like Mr. Carlson, were ignored. The Charitable Trust Unit attorneys in both New Hampshire and Massachusetts were made aware of that organization’s efforts, but the Trustees nevertheless have continued to ignore the outreach.

If the current Trustees ever had a serious intention to honor the original Trustees’ intent, the current Trustees would have solicited the offers from both camps to obtain the best possible offer. They did none of this. They did not even provide Mr. Carlson with the Stebbins Commercial Properties LLC appraisal to share the calculus and engage in negotiations with Mr. Carlson.

⁵ The alleged Reeks “feasibility study” does not say who paid for it, but upon information and belief, it was not requested by and/or provided directly to any of the Trustees’ attorneys.

There is no evidence that the Trustees ever solicited offers or even contacted other camping organizations to obtain offers and/or to assist in countering Mr. Carlson's offer. Paragraphs 6 and 10 of the Trust require the Trustees to spread word of the availability of the camping property to other camping organizations or camping associations (such as NH Camps and American Camp Association). There is no evidence, and the Petition fails to cite any evidence, to demonstrate that the Trustees did that. There is also no evidence to establish that the Trustees directly contacted the five camping organizations they generally reference without identifying in Paragraph 28 of the Petition. More likely, those were camping organizations contacted by MerNIA. All the general public was told was that the Property was already sold for development. Consequently, those five camping associations likely believed there was no opportunity to lease the Property.

How many camps refrained from making an offer because the Trustees never sought offers? Why didn't the Trustees advertise the Property to camping organizations for lease or even meet with Mr. Carlson or the Station Foundation? Instead, the Trustees have appeared to support the developer, who advertised the Property as "sold" via a Keller Williams offering circular, printed in February/March 2024, after the "for sale" Zillow listing disappeared in approximately 21 hours. To this day, the offering circular continues to promote the residential development online. Why haven't the Trustees insisted on that offering being pulled from circulation?

The Petition fails to establish, and the evidence does not support, a declaration that the Trustees have fulfilled their fiduciary duties while their actions have been investigated. Rather than solicit leases to operate a camp or to negotiate with Mr. Carlson or The Station Foundation, the Trustees have worked with the same real estate developer who signed a purchase and sale agreement to allegedly provide estimates to claim infeasibility and to obtain an alleged appraisal to attempt to validate the Property's value as matching the current offer. This approach by the Trustees was neither impartial nor transparent, and the Trustees' actions should not be regarded as genuine due diligence.

The Intended Beneficiaries Will Be Harmed—Not Benefited—By The Proposed Sale Of The Property

In the Petition, the Trustees admit that the Arlington Girl Scouts are the intended beneficiaries of the Trust. Setting aside for the moment any dispute as to whether the Trust was specifically intended to benefit girls from Arlington, Massachusetts and not girls from a specific successor organization such as the Girl Scouts of Eastern Massachusetts reaching a broader area,⁶ which is denied, the Arlington Girl Scouts will be harmed—not benefited—from the potential sale and

⁶ MerNIA has learned that the Arlington Girl Scouts continue to exist as a unit. They, and other girls from Arlington, MA, are the intended beneficiaries, not the larger corporate successor Girl Scouts of Eastern Massachusetts.

development of the Property. They will lose, and never be able to recover, the special and unique opportunity to camp on this Property on Lake Winnepesaukee.

The Trustees do not cite any Trust language, nor can they, to support the suggestion that the purpose of the Trust is to maximize profits for the Arlington Girl Scouts and that anything less than that is a “detriment” to the beneficiaries. Petition at ¶16. As discussed above, the express purpose of the Trust is to use this specific Property to provide the Arlington Girl Scouts, other girls from Arlington MA (ages 7-18), or even the members of the Arlington Girl Scouts successor organization, with the special and unique opportunity to camp at the Property on Lake Winnepesaukee. Trust at ¶6. There is no sufficient way to quantify the value of that experience. As Susan Cournoyer, who attended the Camp as a teen, said, “I don’t like the example it sets to girls, and I think it’s just a genuine loss of a magical property for generations of future youth.” **Exhibit 6**, YourArlington, October 7, 2025. Throughout the 63 years that the Property was leased to various organizations—including church groups and Boy Scouts, not just the Arlington Girl Scouts—it was never considered harmful or contrary to the Trust’s purpose to provide the intended camping experience, rather than selling the Property for development as the Trustees now propose.

Further, the members of the Arlington Girl Scout troops will benefit from the possibility of camping at other camps, including other Girl Scout camps, if the Property is leased to Mr. Carlson instead of being sold. Specifically, the \$110,000 in yearly rental payments, which are net rental payments with no cost to the Trust to run Mr. Carlson’s proposed camp, would specifically be available to provide “camperships” to Arlington Girl Scouts to attend any other camp, including the six camps operated by the Girl Scouts of Eastern Massachusetts. Trust at ¶6. Indeed, that \$110,000 of annual rent would be in addition to \$600,000 for Arlington Girl Scouts (or other girl scouts) to attend the proposed camp on the Property.

Notably, the number of girls from Arlington who ultimately decide to camp on the Property, or even the number of girls from Arlington who instead choose “camperships” to pay for their attendance at other camps from the income generated from the leasing of the Property as a camp, is irrelevant. For example, in *Museum of Fine Arts v. Beland*, 432 Mass. 540, 544 (2000), the Supreme Judicial Court found that the Trust’s “expressed general charitable intent was ‘to create and gratify a public taste for fine art,’ through the auspices of the MFA, with a preference that the people of Lawrence enjoy the paintings.” *Id.* The fact that only a few of the paintings were being exhibited did not allow the rest of the paintings to be sold because other locations could be found to display them. *Id.*; see also *Wesley United Methodist Church v. Harvard College*, 366 Mass. 247, 250 (1974) (“Cy pres will not apply, however, if the trust remains capable of meaningful application...”); *Fulton v. Trustees of Boston College*, 372 Mass. 350, 352, 352 (1977) (“a court will attempt to fulfill the donor’s general intent to the extent possible”; the application of the *cy pres* doctrine was “premature” in part because there was “no indication that the testator failed to foresee that changed circumstances might dictate changes in the form of the

needs of the institution and thus the need for an adjustment of the trust provisions consistent with his intent.”); *Wigglesworth v. Cowles*, 38 Mass.App.Ct. 420, 429 (1995) (*cy pres* doctrine was inapplicable because trustees could pursue a reasonable deviation from subordinate trust provisions to “serv[e] the testator’s principal charitable objective”); *First Bank & Trust Co. of Hampden County v. Attorney General*, 371 Mass. 796, 800 (1977) (trust did not fail because the “Springfield Society is ready and willing to perform the full range of Unitarian pastoral and religious services for residents of Chicopee and has performed ‘outreach’ services specifically for the benefit of the Chicopee community”).

In light of Mr. Carlson’s offer to lease the Property to operate a camp that would benefit Arlington Girl Scouts, “[t]here still is strong reason for avoiding, by sensible interpretation or construction of trust instruments and otherwise, any forfeiture” of the Trust. *Trustees of Dartmouth College v. City of Quincy*, 357 Mass. 521, 531 (1970) (to fulfill the purpose of the trust, non-Quincy-born girls could be accepted at full tuition to ensure Quincy-born girls could attend tuition-free to continue to fulfill the purpose of the Trust). Given that the Trust has leased the Property to several different organizations to be used as a camp to the benefit of Arlington Girl Scouts and Arlington girls for at least 63 years, the Commonwealth should be, and the Court will likely be, “reluctant” to support or to “enforce a forfeiture” of the Trust. *Id.* at 532. The Arlington Girl Scouts stand to have much to lose if the Property is sold for development. In stark contrast, if the Property is sold, the intended beneficiaries—the Arlington Girl Scouts—stand to lose immeasurably, while any financial windfall would likely be diverted to the Girl Scouts of Eastern Massachusetts for corporate operations or channeled into unrelated programming, directly undermining the Trust’s core purpose of providing camping opportunities for Arlington girls.

Simply stated there is no merit to the Trustees’ assertion that Mr. Carlson’s offer would only generate \$10,000 in value a year to the Beneficiaries. Petition at ¶23. This is misleading and incorrect. That \$10,000 is based on a characterization of Mr. Carlson’s February 13, 2025 offer and ignores the pending offer of July 18, 2025. In fact, under the pending offer, the Trustees would collect \$110,000 annually in rent, bear no additional expenses including the taxes, plus there would be approximately \$600,000 in annual scholarships for Arlington Girls, and an investment in camp improvements in the amount of \$3-\$5 million. The Trustees’ failure to consider that offer is harming—not benefiting—the Arlington Girl Scouts.

The Trustees’ Lack Of Interest In And/Or Their Inability To Continue To Manage The Trust Should Not Be A Basis To Ignore The Express Trust Language And Forfeit It

The failure of the Trustees to meet with Mr. Carlson or to even respond to his triple-net lease proposal, suggests that the Trustees may lack interest in, or the ability to, continue to fulfill their fiduciary duties to hold the Property in trust to be used as a camp. They seem to be unwilling to fulfill their duties despite an apparent understanding of potential liability to third parties, such as

the Arlington Girl Scouts. Assuming for the sake of argument that Massachusetts law applies to the Trust, which is not admitted here, the Trustees' inability, lack of interest, or personal desire to try to wind up the Trust for whatever reason is not grounds to forfeit the Trust. Rather, "[t]he general rule is that neglect in the management of a trust or a breach of trust will not give rise to a resulting trust" and "[m]ere delay in making available or expending trust funds for a charitable purpose will not defeat a charitable trust." *Davenport v. Attorney General*, 361 Mass. 372, 377 (1972). "Similar consideration should lead to avoiding the forfeiture of a charitable trust because of the inertia, misconduct, or maladministration of the trustees." *Id.* at 378.

The Trustees cannot use their historical mismanagement of the Property and failure to invest in the Property to allege that it is no longer feasible to fulfill the purpose of the Trust. Petition at ¶12. It is inconceivable that the Trustees expected their tenants, the Girl Scouts themselves, to properly maintain the property, including groundskeeping, equipment, and even fixing broken windows. The Trustees cannot on the one hand claim it will cost millions of dollars to improve the Property to run a camp as a reason to sell it, while on the other hand, entirely ignore the necessary capital investment of \$3-\$5 million to lease the Property for a camp which has been presented in Mr. Carlson's offer.

Notably, the Petition fails to assert that the Trustees took any action to secure a potential camp to take over the lease in the nine months between the time the Girl Scouts of Eastern Massachusetts informed the Trustees that they allegedly wished to terminate their lease agreement, and when the Trustees signed a potential purchase and sale agreement. *See* Trustees' November 7, 2024 submission to the State of New Hampshire. MerNIA believes, based upon discussions with various organizations, that no camping association was notified of the availability of this camping property for lease. It also appears that the Trustees failed to research the limitations and restrictions on their ability to convey marketable title to the Property. *See* MerNIA letter to the State of New Hampshire dated February 5, 2025 at 2; MerNIA letter to the State of New Hampshire dated May 30, 2025 at 2.

The copy of the proposed purchase and sale agreement which MerNIA believes was provided to your office contains revealing hand-written notes on it raising concern that the Trustees may be held liable for breaching their fiduciary duties. **Exhibit 7**, Purchase and Sale, Second Addendum at ¶4.b,ii. Specifically, the proposed purchase and sale agreement, *which was written more than a week prior to the property being listed on the market*, includes a "Second Addendum" requiring a "due diligence" period to assess potential liability to third parties, should the purchase and sale agreement be executed. **Exhibit 2**, MerNIA letter to State of New Hampshire dated May 30, 2025 at 3. The Second Addendum allows "either party [to] terminate [the proposed sale of the Property] without recourse of the other" if a title insurance company will not "insure the deed of the Property without exception to the Trust provisions" or if the Trustees do not "obtain[] information satisfactory to [them] that such a transfer will not trigger post-closing liability to third parties." **Exhibit 7**, Purchase and Sale, Second Addendum at ¶4.b,ii. In a hand-written note, someone specifically questioned the Trustees' potential liability to third parties,

presumably including the Arlington Girl Scouts and other girls from Arlington, Massachusetts, resulting from a "breach of fiduciary duty":

- ii) If a national title insurance company is agreeable to insure the deed of the Property into the Buyer without exception to the Trust provisions, and the Seller obtains information satisfactory to its Trustees that such a transfer will not trigger post-closing liability to third parties, the sale shall proceed. If one or both of these conditions are not met, either party may terminate this Agreement without recourse of the other.
- include Fiduciary Duty Breach?

Despite an apparent concern for breaching their fiduciary duty to the Arlington Girl Scouts and/or other Arlington girls, the Trustees have not only failed to meet with Mr. Carlson, but they have also failed to provide any factual or legal support for their unwillingness to do so and for their rejection of Mr. Carlson's offer. The proper remedy is not to support the Petition and forfeit the Property to the detriment of the Arlington Girl Scouts, but rather, it is to replace the Trustees. There are likely many people who would be willing to fill this role to serve as trustees and to continue to hold the Property in Trust to provide Arlington Girl Scouts with the camping experience the Trust intended on this Property.

The Trustees should not be allowed to walk away from their responsibilities to fulfill the terms of the Trust, especially where there is an organization which seeks to lease the Property to fulfill the Trust terms. If the current Trustees are unwilling to allow this to happen, then they should be replaced, but the Trust Property may not be sold, and the Trust should not be forfeited.

Conclusion

MerNIA urges the Commonwealth of Massachusetts to oppose the Petition and to ensure that the Trustees enforce the terms and purpose of the Trust: To maintain the Property as a camp for the benefit of Arlington Girl Scouts (or Arlington Massachusetts girls). The Commonwealth of Massachusetts should oppose the Petition, enforce the express terms of the Trust, and ensure the property continues to benefit Arlington Girl Scouts as originally intended by providing them with the unique and special opportunity to camp on the Property and/or to attend other camps with the "camperships" from the income generated from leasing this Property to operate a camp.

Emily Gabrault, Deputy Chief
Charitable Trusts Unit
Massachusetts Attorney General's Office
November 5, 2025
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Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Adam Hamel", with a stylized flourish at the end.

Adam M. Hamel