Town of Ashland
MASSACHUSETTS

BOARD OF SELECTMAN
Minutes
June 15, 2016 – 7:00PM
Town Hall

Mission Statement - The Ashland Board of Selectmen is dedicated to promoting responsible fiscal management, advocating for sustainable development & growth and providing excellent municipal services which will enhance the quality of life in our diverse community. The Ashland Board of Selectmen is committed to providing clear goals and objectives for Town management and creating effective engagement and public participation with residents, state legislators and other elected officials in order to achieve our mission.

Call Meeting to Order
Joe Magnani called the meeting to order at 7:00 PM. Present at the meeting were Chair Joe Magnani, Vice-Chair Carl Hakansson, Yolanda Greaves, Rob Scherer, Steve Mitchell, Town Manager Michael Herbert, Assistant Town Manager and Jennifer Ball.

Joe Magnani announced that the meeting was be taped and broadcast live on WACA.

Joe Magnani led the Pledge of Allegiance.

Citizen's Participation
Paul Pehoviak, 40 Lakeview Ter., expressed great concern with RTD and urges that the Board hold additional forums before moving forward. He advised the Board that he has a lot of additional information that he would like to share to be sure everyone understands the reason for his concerns.

The Board asked Paul Pehoviak to send any documents to the Board that he feels would be of value, so that the Board can review them.

Steve Mitchell explained that the Board shares the concern and they will continue to be involved. Yolanda Greaves explained that as a result of this discussion EPA and DEP are now involved and hopes that as a result the Board has drawn attention to the issues.

Michael Herbert explained that the Board can plan for certain situations, but it cannot be prepared for all circumstances.

Mark Dassoni, explained that he supports the developer and he wants to see the project proceed so that the town does not lose the MassWorks Grant. Mark also feels that the developer could communicate better and he has been monitoring the work that is being done. Mark Dassoni also thanked DPW for putting the boulders along Chestnut Street.

Scheduled Hearings/Appearances
License Transfer – Warren Conference Center
Joe Magnani made a motion to open the public hearing. This motion was seconded by Steve Mitchell with a vote of 4-0-0. Steve Mitchell and Carl Hakansson explained that they both were recusing themselves.

Joe Magnani made a motion to suspend the public hearing until Yolanda Greaves joined the meeting.

Joe Magnani made a motion to reopen the public hearing. This was seconded by Rob Scherer with a unanimous vote of 3-0-0.

Jeff Hershberger, Director of University Services and Dale Hamill from Framingham University and Kim Sturnick, General Manager of the Warren Conference Center and the current manager on file, appeared before the Board.

Joe Magnani asked if anyone was here to speak for or against the transfer of the liquor license.

Yolanda Greaves made a motion to close the public hearing. This motion was seconded by Rob Scherer with a unanimous vote of 3-0-0.

Yolanda Greaves made a motion to transfer of liquor license from Northeastern University to Framingham State University. This motion was seconded by Rob Scherer with a vote of 3-0-2 (Hakansson and Mitchell)

WACA

Barbara Chisholm and Paul Beaudoin from WACA TV presented a request for funding to the Board of Selectmen. They are requesting to purchase a Portable Studio that includes 3 robotic cameras and 4 operated cameras totaling $56,834.00, portable lighting totaling $4,645.00, wiring at Ashland High School Gymnasium totaling $9,360.00. The total of the Capital Equipment Request is $70,839.00.

Yolanda Greaves made a motion to approve the request for the $72,000.00 request for capital equipment for WACA TV. This motion was seconded by Rob Scherer with a unanimous vote of 5-0-0.

Joint Meeting with Planning Board – Appointment

Preston Crow called the Planning Board Meeting to order at 7:38 pm. Present was Mike Mokey Chair, Dale Buchanan, Preston Crow and Nat Strosberg.

Joseph Rubertone, Jr. explained that he moved to Ashland in 2010 and would like to contribute to the community. He feels that with his background in accounting and financial planning and analysis, it gives him a unique way of looking at planning, differently from the traditional planner. He truly enjoys planning and said he is a very good listener and works well with others which he feels are good skill sets for this position.

Preston Crow explained that if someone leaves the Planning Board midterm filling the vacancy needs to be joint appointment of the Board of Selectmen and the Planning Board. Preston said that the current vacancy is a term that has 3 years left of the 5-year appointment.

Yolanda Greaves made a motion to appoint Joseph Rubertone to the Ashland Planning Board for a term that will expire as of May 2017 and the Town Election. This was seconded by Rob Scherer with a unanimous vote of 8-0-0. (This vote includes 3 members of the Planning Board)

Preston Crow made a motion that the Planning Board go into recess and reconvene in a meeting downstairs to address additional business that the Planning Board has to address.

Old / New Business

Accept Resignation from Capital Improvement Committee

Joe Magnani explained that we have resignation from Jacob Guggenheim, Alexis Christopher, Ron Mortensen and Brittany Iacaponi from the Capital Improvement Committee.

Yolanda Greaves and Steve Mitchell both explained that we are currently working with Collins Center to have them identify the best way to proceed with capital planning and they feel we should wait for the report before taking any action with any appointments.

Michael Herbert explained that the town received a $30,000.00 Community Compact grant to have the Collins Center to review the town's capital projects over the next few months and he will share the recommendations as soon as they are received.

Steve Mitchell made a motion to accept the resignation of Jacob Guggenheim, Alexis Christopher, Ron Mortensen and Brittany Iacaponi from the Capital Improvement Committee with thanks for serving the community. This motion was seconded by Yolanda Greaves with a unanimous vote of 5-0-0.

Invoke Self-Help Agreement – Campanelli/Thorndike

Suzy Noise, 18 Williams Rd., of the Ashland Civil Action Committee asked that the Board of Selectmen vote no on the developer's request for the allowance under the alternate funding agreement.

Michael Herbert explained that Board can wait on this request and take an active vote to not sign the request for the amendment and revisit it once the information from MassWorks and the studies that were commissioned are received.

Steve Mitchell said that in his opinion this is a self-imposed deadline not a deadline of the state.

Carl Hakansson supports not acting on this request at this time and feels the Board needs clarification on the dates.

Yolanda Greaves recommends not taking action until the Board knows if the state would allow this action.

Yolanda Greaves made a motion to take no any action on the Self Help Agreement until the Board hears back from the people who manage the MassWorks Grant on the legalities of transferring the monies as requested by Campanelli and Thorndike. This motion was seconded by Rob Scherer with a unanimous vote of 5-0-0.

Road Closure Dragonfly Festival

Andrea Green, from the Art Ashland Alliance, explained the plan for the Dragonfly Festival which will take place on August 13, 2016 and outlined the detours and the areas that the events will take place.

Steve Mitchell recused himself from the discussion.

Yolanda Greaves made a motion to grant the road closures on Myrtle St. partially from 1:00 pm to 2:00 pm and completely from 2:00 pm to 8:30 pm on August 13, 2016 with the direction that the Arts Alliance works the Police, Fire and DPW to ensure detours are clearly marked. . This motion was seconded by Rob Scherer with a unanimous vote of 4-0-1 (Mitchell).

Proclamation – CNA Week

Joe Magnani read a proclamation that is being presented by the Board of Selectmen in honor of CNA week.

Acceptance of Gift – Ashland Green, LLC

Michael Herbert explained that the Green Company is gifting the town $25,000.00, which is the cost that the developer would have paid to not demolish the building at 22 Eliot St. Michael Herbert explained that the money will be placed into a separate account.

Steve Mitchell made a motion to accept the gift of $250,000 from Ashland Green LLC for the community at large. This was seconded by Yolanda Greaves with a unanimous vote of 5-0-0.

Declaration of Surplus – Ambulance

Michael Herbert explained that the ambulance will be traded in and he is requesting that the Board declare it surplus for this purpose.

Rob Scherer made a motion to declare the ambulance with vehicle identification as stated in the certificate of title as surplus. This was seconded by Steve Mitchell with a unanimous vote of 5-0-0.

Selectman Appointments

Decisions at Every Turn Steering Committee

Michael Herbert explained that Decisions at Every Turning is looking for a member of the Board of Selectmen to serve on the Decisions at Every Turn Steering Committee.

Joe Magnani expressed an interest in serving.

Yolanda Greaves made a motion to appoint Joe Magnani as the Board's appointment to the Decisions at Every Turn Steering Committee. This motion was seconded by Carl Hakansson with a unanimous vote of 5-0-0.

Liaison Committee

Joe Magnani explained that the Board needs to appoint 2 members to serve on the Liaison Committee.

Steve Mitchell made a motion to appoint Yolanda Greaves and Joe Magnani to the Liaison Committee as the Board's appointments. This motion was seconded by Carl Hakansson with a unanimous vote of 5-0-0.

Water Policy Committee

Steve Mitchell made a motion to appointment Wayne Bates, Bill Brown, Rajitha Purimetla to the Water Policy Committee with a term that will expire on August 31, 2016. This motion was seconded by Carl Hakansson with a unanimous vote of 5-0-0.

Town Manager Reports

Rail Transit Update

Jenn Ball explained that the consultant is still working on reviewing the data and the impacts that will result from blasting. Board members have asked if the consultant could come to a future meeting and discuss the results in detail.

West Union Street Sewer Impact

Michael Herbert explained that there was a conference call to discuss the economic impacts, and have had initial discussions with RKG and Campanelli Thorndike and sent draft revision. Michael Herbert reported that the questions posed by the Conservation Committee were discussed and their feeling from an expertise standpoint the DEP or the EPA would be a more appropriate authority to respond.

Nyanza Healing Circle

Dan Borelli will be hosting an event on Saturday at 5:00 pm, which is the Nyanza Healing Circle.

West Union Street Takings Update

Michael reported the hearing will take place at the August 3, 2016 meeting.

DPW Director Hiring

Michael explained the deadline for resumes has closed. Approximately 10 resumes have been received, and HR Director Greg Enos and Michael Herbert will set up interviews over the next few weeks.

Human Services Department

Michael explained the Jenn Ball will be heading up the Human Services Department and he said they are trying to find a better way to collaborate with other non-governmental agencies to provide better services to the community. He explained that the plan is to work closely with Decisions at Every Turn and to coordinate all the services for everyone from children to seniors.

Rt. 126 Project Update

Michael explained that several people attended the MPO to advocate continuing to keep the town on the 2020 TIP.

Michael also mentioned that a meeting was held last night at the Warren School to discuss the Rte. 126 project. Yolanda Greaves mentioned that there were a lot of new faces and she hopes that people continue to stay involved. Steve Mitchell said that there were a few hot buttons that came up last night involving the area of Algonquin and the meeting gave them a chance to voice their concerns.

Board Reports

Rob Scherer

Rob gave a shout out to the Farmer's Market for their opening day, which was a great success.

Rob also said that the Lions Triathlon was a huge success and said Steve Mitchell did a great job coordinating the event.

Rob said that he has received a lot of feedback concerning the electronic signs and he wants to know if the Board has an overall policy for the use of signs. Rob requested that the topic is added to an upcoming agenda.

Rob would like to add to future agendas a discussion of potential agenda items prior to them being added to an agenda.

Steve Mitchell

Steve thanked the Auxiliary Police for their assistance with the Farmer's Market and the Lions event.

Steve also said that all the improvements that have been implemented downtown look great and he has received positive

Steve thanked the ARA for all the improvements that done downtown.

Yolanda Greaves

Yolanda explained that he Board gave out 2 scholarships at this year's High School Graduation to Ina Kagan and Evan Valenti.

Yolanda thanked everyone that came out for the RTD meeting and the Pond St. update.

Yolanda attended the Fireman's Memorial and thought it was a nice event.

Yolanda attended a Metrowest Regional Governance meeting.

Metrofeast will take place on June 25th and Ashland will have dancers who will perform at noon. Ashland will also have a booth and manning the booth is being coordinating by Beth Reynolds.

Yolanda wished her husband Rich a Happy Birthday. She also reminded everyone that Ashland Community Theater is working on another production.

Carl Hakansson

Carl explained that the town closed on 22 Eliot Street last week.

Carl said that the public forum on the RTD was well attended.

Carl thanked the Garden Club, DPW and David Foster for all the improvement's that have been done downtown.

Carl said that the Farmer's Market was great and he really enjoyed himself.

Carl reported that he applied for a DCR grant and the entry has moved into the final round.

Joe Magnani

Joe said that he thought the RTD Public Forum was needed and he thought a lot of good came from in.

Joe said that Hilda Duca recently passed away and hopes to honor her in some way in the future.

Joe announced that the pavilion at Stone Park is now open. Summer Concerts start on Tuesdays starting on June 28th and the Thursday night movies will start the same week.

Joe also said that he attended the Farmer's Market.

Adjournment

Steve Mitchell made a motion to adjourn. This motion was seconded by Yolanda Greaves with a unanimous vote of 5-0-0.

Documents used as backup:

Liquor License application and corresponding documents, WACA proposals for equipment, Joseph D Rubertone Jr. resume, Jacob Guggenheim resignation, Alexis Christopher resignation, Ronald Mortensen resignation, Brittany Iacaponi resignation, Request for Alternate Funding Agreement, Dragon Fly Festival flyer and map, CAN Proclamation, Water Policy Committee appointment change request, and Ambulance document to declare surplus.

Town of Ashland

MASSACHUSETTS

Hearings Before The Board

Hearings before the Board of Selectmen generally shall be conducted in accordance with the following procedures. Variations may be necessary to comply with statutory requirements applicable to particular matters.

- Hearings will be held in open session unless otherwise voted by the Board in compliance with the Open Meeting Law.
- The Chairman will announce the nature and purpose of the hearing, identify the particular matter, and recite the notice given.
- The order of presentation will be:
    1. Announce opening a public hearing.
    2. Read the purpose of the hearing. (ie if Liquor License read the advertisement. If a dog hearing, read the letter informing the owner of the hearing.)
    3. Ask for anyone speaking in favor.
    4. Ask for anyone speaking again or opposed.
    5. Further information from Staff or Applicant
    6. Comments from the Board of Selectmen
    7. Deliberation by the Board of Selectmen
    8. Close the public hearing
    9. Take a vote.

TRANSFER OF LICENSE CHECKLIST

This application will be returned if the following documentation is not submitted:

- ☐ DOR Certificate of Good Standing FROM SELLER
- ☐ Retail Transmittal Form
- ☐ $200.00 Fee made payable to the Commonwealth of Massachusetts or the ABCC
- ☐ Newspaper Notice
- ☐ Petition for Transfer
- ☐ Retail Application with:
  - ☐ Vote of Corporate Board or LLC
  - ☐ Manager's Form
  - ☐ Proof of Citizenship for proposed manager (Passport, US birth certificate, Naturalization papers, Voter Registration)
  - ☐ Personal Information Form for all individuals with beneficial interests in the license and proposed license manager
  - ☐ CORI Release Form
  - ☐ Articles of Organization for Corporation or LLC
  - ☐ Purchase and Sale Agreement
  - ☐ All financial records, loan agreements and/or documents, for source(s) of money who are funding more than $50,000 towards this license transaction
  - ☐ Signed lease or documents proving a legal right to occupy premises

MASSACHUSETTS DEPARTMENT OF REVENUE
PO BOX 7044
BOSTON, MA 02204-7044
CONTACT CENTER
(617) 887-6367

Letter ID: L0307804160
Notice Date: May 17, 2016
Case ID: 0-000-074-371

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

NORTHEASTERN UNIVERSITY
360 HUNTINGTON AVE
BOSTON MA 02115-5000

Why did you receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, NORTHEASTERN UNIVERSITY is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

Where can you find additional information?

Visit our website at mass.gov/dor for one-stop access to taxpayer information. You can learn more about state tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights and the appeals process.

You can file your returns, make payments and manage your account at mass.gov/masstaxconnect. You may also contact us by phone at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 5:00 p.m.

Charlene Hannaford
Acting Deputy Commissioner

Print Form

The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: $200.00

(CHECK MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL)

CHECK NUMBER V0055544

IF USED EPAY, CONFIRMATION NUMBER

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY) 004000034

LICENSEE NAME Framingham State University

ADDRESS 100 State Street

CITY/TOWN Framingham **STATE** MA **ZIP CODE** 01701

TRANSACTION TYPE (Please check all relevant transactions):

- ☐ Alteration of Licensed Premises
- ☐ Change Corporate Name
- ☐ Change of License Type
- ☐ Change of Location
- ☐ Change of Manager
- ☐ Cordials/Liqueurs Permit
- ☐ Issuance of Stock
- ☐ Management/Operating Agreement
- ☐ More than (3) §15
- ☐ New License
- ☐ New Officer/Director
- ☐ New Stockholder
- ☐ Pledge of Stock
- ☐ Pledge of License
- ☐ Seasonal to Annual
- ☒ Transfer of License
- ☐ Transfer of Stock
- ☐ Wine & Malt to All Alcohol
- ☐ 6-Day to 7-Day License
- ☐ Other

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH THE CHECK, COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

ALCOHOLIC BEVERAGES CONTROL COMMISSION
P. O. BOX 3396
BOSTON, MA 02241-3396

S2020

Framingham State University- Accounts Payable

INVOICE NUMBER	INVOICE DATE	DESCRIPTION	GROSS AMOUNT	DISCOUNT	ADDITIONAL CHARGES	NET AMOUNT
004000034	04/25/16	Transfer of License # 004000034 (Warren Ctr)	200.00	0.00	0.00	200.00 USD

CHECK NUMBER	CHECK DATE	VENDOR ID	TOTAL GROSS	TOTAL DISCOUNT	TOTAL ADDL CHARGES	CHECK AMOUNT
V0055544	04/26/16	300509616	200.00	.00	.00	200.00

DETACH AT PERFORATION BEFORE DEPOSITING CHECK

Framingham State University
100 State Street
P. O. Box 9101
Framingham, MA 01701-9101
(508)626-4579 or (508)626-4532

Bank of America
Accounts Payable
5-13/110

Commonwealth of Massachusetts
Name in box should match payee name below.

V0055544

Check Date
04/26/16

Check Amount
$********200.00 USD

This Check Void After 120 Days

PAY**Two Hundred & 00/100**********
TO THE ORDER OF
Commonwealth of Massachusetts
Alcoholic Beverages Control
PO Box 3396
Boston MA 02241-0001

AUTHORIZED SIGNATURE REQUIRED

⑈0000055544⑈ ⑆011000138⑆ 0005537938 19⑈

SEE REVERSE SIDE FOR OPENING INSTRUCTIONS

Framingham State University
100 State Street
P. O. Box 9101
Framingham, MA 01701-9101
(508)626-4579 or (508)626-4532

Commonwealth of Massachusetts
Alcoholic Beverages Control
PO Box 3396
Boston MA 02241-0001

Town of Ashland
MASSACHUSETTS

LEGAL NOTICE
Town of Ashland

Notice is hereby given that the Board of Selectmen will conduct a hearing regarding an application to transfer an All Alcoholic Restaurant License from Northeastern University dba Warren Conference Center and Inn to:

Framingham State University
dba Warren Conference Center and Inn
529 Chestnut Street
Ashland, MA 01721

A public hearing will be held on the matter at the Ashland Town Hall, 101 Main Street Ashland, MA on Wednesday June 15 at 7:10 P.M.

Parties wishing to be heard on this matter should appear at the time and place indicated above. Interested parties who are unable to attend the hearing may submit written comments to the Selectmen's Office, Town Hall 101 Main Street, Ashland, MA 01721 or by e-mailing Susan Robie at srobie@ashlandmass.com.

Joseph J. Magnani Jr., Chairman
Board of Selectmen

Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

PETITION FOR TRANSFER OF OWNERSHIP, TRANSFER OF STOCK, NEW OFFICER(S), DIRECTOR(S), STOCKHOLDER(S) AND LLC MANAGER(S)

004000034
ABCC License Number

Ashland, MA
City/Town

The licensee A. Northeastern University and the proposed transferee B. Framingham State University respectfully petition the Licensing Authorities to approve the following transfer of ownership. Any Corporation, LLC or Association, Partnership, Individual, Sole Proprietor Listed in box (A.) must submit a certificate of good standing from the Massachusetts Department of Revenue (DOR).

Is the PRESENT licensee a Corporation/LLC listed in box (A.), duly registered under the laws of the Commonwealth of Massachusetts?

☒ Yes ☐ No If YES, please list the officers, directors and stockholders, their residences, and shares owned by each.

Name	Title	Address	Stock or % Owned
SEE ATTACHED			NA

Is the PROPOSED transferee a Corporation/LLC listed in box (B.), duly registered under the laws of the Commonwealth of Massachusetts?

☐ Yes ☒ No

TO: (Place an * before the name of each DIRECTOR/LLC Manager.)

Name	Title	Address	Stock or % Owned

The above named proposed transferee hereby joins in this petition for transfer of said license.

SIGNATURE OF LAST-APPROVED LICENSEE: [signature]
(If a Corporation/LLC, by its authorized representative)

Date Signed 5/24/16

SIGNATURE OF PROPOSED TRANSFEREE: [signature]

APPLICATION FOR RETAIL ALCOHOLIC BEVERAGE LICENSE

City/Town: Ashland, MA

1. LICENSEE INFORMATION:

A. Legal Name/Entity of Applicant: (Corporation, LLC or Individual) Framingham State University

B. Business Name (if different): Warren Conference Center and Inn

C. Manager of Record: Kim Sternick

D. ABCC License Number (for existing licenses only): 004000034

E. Address of Licensed Premises: 529 Chestnut Street City/Town: Ashland State: MA Zip: 01721

F. Business Phone: (508) 231-3490

G. Cell Phone: (508) 593-8894

H. Email: ksternick@framingham.edu

I. Website: www.warrencenter.com

J. Mailing address (if different from E.): City/Town: State: Zip:

2. TRANSACTION:

- ☐ New License
- ☐ New Officer/Director
- ☐ Transfer of Stock
- ☐ Issuance of Stock
- ☐ Pledge of Stock
- ☒ Transfer of License
- ☐ New Stockholder
- ☐ Management/Operating Agreement
- ☐ Pledge of License

The following transactions must be processed as new licenses:

- ☐ Seasonal to Annual
- ☐ (6) Day to (7)-Day License
- ☐ Wine & Malt to All Alcohol

IMPORTANT ATTACHMENTS (1): The applicant must attach a vote of the entity authorizing all requested transactions, including the appointment of a Manager of Record or principal representative.

3. TYPE OF LICENSE:

- ☒ §12 Restaurant
- ☒ §12 Hotel
- ☒ §12 Club
- ☐ §12 Veterans Club
- ☐ §12 Continuing Care Retirement Community
- ☒ §12 General On-Premises
- ☐ §12 Tavern (No Sundays)
- ☐ §15 Package Store

4. LICENSE CATEGORY:

- ☒ All Alcoholic Beverages
- ☐ Wines & Malt Beverages
- ☐ Wines
- ☐ Malt
- ☐ Wine & Malt Beverages with Cordials/Liqueurs Permit

5. LICENSE CLASS:

- ☒ Annual
- ☐ Seasonal

6. CONTACT PERSON CONCERNING THIS APPLICATION (ATTORNEY IF APPLICABLE)

NAME: Dale Hamel

ADDRESS: Framingham State University 100 State Street

CITY/TOWN: Framingham STATE: MA ZIP CODE: 01701

CONTACT PHONE NUMBER: (508) 626-4580 FAX NUMBER: (508) 626-4592

EMAIL: dhamel@framingham.edu

7. DESCRIPTION OF PREMISES:

Please provide a complete description of the premises. Please note that this must be identical to the description on the Form 43. **Your description MUST include: number of floors, number of rooms on each floor, any outdoor areas to be included in licensed area, and total square footage**. i.e.: "*Three story building, first floor to be licensed, 3 rooms, 1 entrance 2 exits (3200 sq ft); outdoor patio (1200 sq ft); Basement for storage (1200 sq ft). Total sq ft = 5600.*"

Warren House - two story building, 5 meeting rooms and common areas totaling 4100 square feet, 9 entrances and 11 exits; Hayden Lodge - three story building with 2 meeting rooms, main dining room, loft area and 2 patios totaling 10,200 square feet, 6 entrances and 8 exits; The Inn - three story building with lobby, deck, 2 patios, and 1 meeting room totaling 6000 square feet of space to be licensed (the Inn additionally has 49 guest rooms with 308 square feet each and a fitness room with 308 square feet, 8 entrances and 10 exits; Tent - 3200 square feet. Please see attached floor plans for each facility.

Total Square Footage: 23,500 Number of Entrances: 23 Number of Exits: 29

Occupancy Number: Seating Capacity:

IMPORTANT ATTACHMENTS (2): The applicant must attach a floor plan with dimensions and square footage for each floor & room.

8. OCCUPANCY OF PREMISES:

By what right does the applicant have possession and/or legal occupancy of the premises? Own

IMPORTANT ATTACHMENTS (3): The applicant must submit a copy of the final lease or documents evidencing a legal right to occupy the premises.

Other:

Landlord is a(n): Please Select Other: Body politic and corporate

Name: Massachusetts State College Building Authority Phone:

Address: 233 Summer Street City/Town: Boston State: MA Zip: 02210

Initial Lease Term: Beginning Date April 13, 2016 Ending Date April 12, 2026

Renewal Term: Options/Extensions at: 5 Years Each

Rent: $1.00 Per Year Rent: Per Month

Do the terms of the lease or other arrangement require payments to the Landlord based on a percentage of the alcohol sales?
Yes ☐ No ☒

If Yes, Landlord Entity must be listed in Question # 10 of this application.

If the principals of the applicant corporation or LLC have created a separate corporation or LLC to hold the real estate, the applicant must still provide a lease between the two entities.

9. LICENSE STRUCTURE:

The Applicant is a(n): Please select

Other : State Agency

If the applicant is a Corporation or LLC, complete the following:

Date of Incorporation/Organization:

State of Incorporation/Organization: MA

Is the Corporation publicly traded? Yes ☐ No ☒

10. INTERESTS IN THIS LICENSE:

List all individuals involved in the entity (e.g. corporate stockholders, directors, officers and LLC members and managers) and any person or entity with a direct or indirect, beneficial or financial interest in this license.

IMPORTANT ATTACHMENTS (4):

A. All individuals or entities listed below are required to complete a Personal Information Form.

B. All shareholders, LLC members or other individuals with any ownership in this license must complete a CORI Release Form (unless they are a landlord entity)

Name	All Titles and Positions	Specific % Owned	Other Beneficial Interest
N/A FSU to own 100%			

*If additional space is needed, please use last page.

11. EXISTING INTEREST IN OTHER LICENSES:

Does any individual listed in §10 have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☐ No ☑ **If yes, list said interest below:**

Name	License Type	Licensee Name & Address
	Please Select	
	Please Select	
	Please Select	
	Please Select	
	Please Select	
	Please Select	

*If additional space is needed, please use last page.

12. PREVIOUSLY HELD INTERESTS IN OTHER LICENSES:

Has any individual listed in §10 who has a direct or indirect beneficial interest in this license ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☑ If yes, list said interest below:

Name	Licensee Name & Address	Date	Reason Terminated
			Please Select
			Please Select
			Please Select

13. DISCLOSURE OF LICENSE DISIPLINARY ACTION:

Have any of the disclosed licenses to sell alcoholic beverages listed in §11 and/or §12 ever been suspended, revoked or cancelled?
Yes ☐ No ☑ If yes, list said interest below:

Date	License	Reason of Suspension, Revocation or Cancellation

14. CITIZENSHIP AND RESIDENCY REQUIREMENTS FOR A (§15) PACKAGE STORE LICENSE ONLY :

A.) For Individual(s):

1. Are you a U.S. Citizen? Yes ☐ No ☐
2. Are you a Massachusetts Residents? Yes ☐ No ☐

B.) For Corporation(s) and LLC(s) :

1. Are all Directors/LLC Managers U.S. Citizens? Yes ☐ No ☐
2. Are a majority of Directors/LLC Managers Massachusetts Residents? Yes ☐ No ☐
3. Is the License Manager a U.S. Citizen? Yes ☐ No ☐

C.) For Individual(s), Shareholder(s), Member(s), Director(s) and Officer(s):

1.. Are all Individual(s), Shareholders, Members, Directors, LLC Managers and Officers involved at least twenty-one (21) years old? Yes ☐ No ☐

15. CITIZENSHIP AND RESIDENCY REQUIREMENTS FOR (§12) RESTAURANT, HOTEL, CLUB, GENERAL ON PREMISE, TAVERN, VETERANS CLUB LICENSE ONLY:

A.) For Individual(s):

1. Are you a U.S. Citizen? Yes ☐ No ☐

B.) For Corporation(s) and LLC(s) :

1. Are a majority of Directors/LLC Managers **NOT** U.S. Citizen(s)? Yes ☐ No ☒
2. Is the License Manager or Principal Representative a U.S. Citizen? Yes ☒ No ☐

C.) For Individual(s), Shareholder(s), Member(s), Director(s) and Officer(s):

1.. Are all Individual(s), Shareholders, Members, Directors, LLC Managers and Officers involved at least twenty-one (21) years old? Yes ☒ No ☐

16. COSTS ASSOCIATED WITH LICENSE TRANSACTION:

A. Purchase Price for Real Property:	$8,000,000.00
B. Purchase Price for Business Assets:	
C. Costs of Renovations/Construction:	
D. Initial Start-Up Costs:	
E. Purchase Price for Inventory:	
F. Other: (Specify)	
G: TOTAL COST	$8,000,000.00
H. TOTAL CASH	$6,500,000.00
I. TOTAL AMOUNT FINANCED	$1,500,000.00

IMPORTANT ATTACHMENTS (5): Any individual, LLC, corporate entity, etc. providing funds of $50,000 or greater towards this transaction, must provide proof of the source of said funds. Proof may consist of three consecutive months of bank statements with a minimum balance of the amount described, a letter from your financial institution stating there are sufficient funds to cover the amount described, loan documentation, or other documentation.

The amounts listed in subsections (H) and (I) must total the amount reflected in (G).

17. PROVIDE A DETAILED EXPLANATION OF THE FORM(S) AND SOURCE(S) OF FUNDING FOR THE COSTS IDENTIFIED ABOVE (INCLUDE LOANS, MORTGAGES, LINES OF CREDIT, NOTES, PERSONAL FUNDS, GIFTS):

$4.0M Commonwealth of Massachusetts General Obligation Bonds Funding
$2.5M Commonwealth of Massachusetts Appropriation
$1.5M Framingham State University Financing through Massachusetts State College Building Authority

*If additional space is needed, please use last page.

18. LIST EACH LENDER AND LOAN AMOUNT(S)FROM WHICH "TOTAL AMOUNT FINANCED"NOTED IN SUB-SECTIONS 16(I) WILL DERIVE:

A.

Name	Dollar Amount	Type of Financing
Massachusetts State College Building Auth	$1,500,000.00	Revenue Bond Financing

*If additional space is needed, please use last page.

B. Does any individual or entity listed in §17 or §18 as a source of financing have a direct or indirect, beneficial or financial interest in this license or any other license(s) granted under Chapter 138? Yes ☐ No ☒

If yes, please describe:

19. PLEDGE: (i.e. COLLATERAL FOR A LOAN)

A.) Is the applicant seeking approval to pledge the license? ☐ Yes ☒ No

1. If yes, to whom:

2. Amount of Loan: 3. Interest Rate: 4. Length of Note:

5. Terms of Loan :

B.) If a corporation, is the applicant seeking approval to pledge any of the corporate stock? ☐ Yes ☒ No

1. If yes, to whom:

2. Number of Shares:

C.) Is the applicant pledging the inventory? ☐ Yes ☒ No

If yes, to whom:

IMPORTANT ATTACHMENTS (6): If you are applying for a pledge, submit the pledge agreement, the promissory note and a vote of the Corporation/LLC approving the pledge.

20. CONSTRUCTION OF PREMISES:

Are the premises being remodeled, redecorated or constructed in any way? If YES, please provide a description of the work being performed on the premises: ☐ Yes ☒ No

21. ANTICIPATED OPENING DATE: Ongoing Operation

IF ALL OF THE INFORMATION AND ATTACHMENTS ARE NOT COMPLETE THE APPLICATION WILL BE **RETURNED**

Framingham State University

BOARD OF TRUSTEES

MINUTES ▪ BOARD MEETING ▪ DECEMBER 1, 2015 6:30 P.M.

In Attendance: Trustees' Budwig, Diaz, Foley, Gregory, Grilli, Herr, Logan, Quezada, Richards, Rodriguez

1.0 Chair's Report

Chair Logan opened the meeting by welcoming new Trustees' Diaz, Grilli and Herr. He provided a brief overview of the Department of Higher Education Trustee Conference held on November 4, 2015 where Trustee Emeritus Richards was asked to sit on a panel.

* * *

On a motion duly made and seconded, it was voted to approve the minutes of the September 29, 2015 Board open meeting.

* * *

On a motion duly made and seconded, it was voted to approve the minutes of the September 29, 2015 Board executive session meeting.

* * *

2.0 President's Report

President Cevallos reported on the following matters:

- An open forum with approximately 70 students in attendance was held on Monday, November 30, 2015. Questions ranged from race relations to solar panels on campus. The University will host open forums with students on a regular basis.
- The University entered into a Memorandum of Understanding with Mass Bay Community College to provide a bachelor's degree for under $30,000. The agreement allows students the ability to earn an associate's degree at Mass Bay and then transfer to Framingham to complete a bachelor's degree.
- The University's strategic plan will expire in 2017; discussions regarding a new strategic planning process will begin in the spring.

- Retention numbers were presented (see document in packet under President's tab), with the acknowledgement that the University must move the needle forward on retention.
- An update on the comprehensive campaign update was given by Eric Gustafson. So far, $8.6 million has been raised.
- Student-in-the-Spotlight was Matt Mangano, a criminology major, military reservist and an all-star athlete with an anticipated graduation date of December 2015.

3.0 Student Trustee Report

Trustee Rodriguez informed the Board of the following actions/issues;

- An administrator/student safety walk held on November 17, 2015.
- An administrator's forum held on November 17, 2015, where the main topic of conversation was a bias incident that occurred on campus and the University's response to said incident.
- Trustee Rodriguez is seeking staffing level increases to address issues of sexual assault, health services including mental health, and other student issues.
- Trustee Rodriguez would like to develop interactive kiosk sites on campus where students can get information.

4.0 Academic Affairs

Trustee Budwig presented a synopsis of the Academic Affairs subcommittee meeting held on November 4, 2015, which included the following:

- Robert Donohue, chapter president of faculty union, spoke to the committee about the air conditioning issues in May Hall.
- Provost and Vice President Linda Vaden-Goad presented information on faculty sabbatical leave requests. Trustee Budwig noted the importance of sabbaticals as a recruitment and retention tool, and also commented on the consideration given to the strain on department and University resources, including cost and teaching load.

- A presentation on World of Work was postponed. This is a new program designed to bridge the gap between college and career, and to equip students with soft skills.
- All Academic Affairs' departments presented reports.

5.0 Enrollment and Student Development

Interim Vice President of Enrollment and Student Development Lorretta Holloway presented the following matters to the Board, which were contained in the board packet:

- Financial aid report is included in the packet. Deb Altsher, Director of Financial Aid, will address the Board at the January Board meeting to present additional information.
- Admissions report is included in the packet. Vice President Holloway is working with other departments to determine consistent final numbers for fall enrollment.
- The Enrollment and Student Development (ESD) division is sponsoring a new internship program for World Language students, wherein students would translate information on admissions and financial aid into Spanish and Portuguese.
- The University recently received a $15,000 grant to help students in need with issues like emergency housing, childcare, books, laptops and calculators.
- Other projects of note include creating videos in English and Spanish to provide information on financial aid, and two new task forces charged with examining policy on the number of hours students may work on campus, and student housing and food insecurity issues.

Toby Conn, Coordinator for Veteran Services, gave a brief report on veteran students:

- 190 veterans attend FSU.
- 124 students do not have any out-of-pocket costs.
- Other students may have some out-of-pocket costs, but may also be receiving benefits directly and then using those monies to pay school costs.
- Retention numbers for veteran students will be provided.

- The University is responsive to special needs of veterans, including situations where they may be deployed mid-semester.

6.0 Inclusive Excellence

Chief Diversity and Inclusion Officer Sean Huddleston gave an update on campus actions in light of national student unrest. He noted the following:

- President Cevallos sent a letter to The Gatepost, affirming support for inclusion and deriding acts of bias.
- A Gatepost editorial on race issues on campus contained inaccuracies, which The Gatepost apologized for in a later issue.
- An email was sent to faculty giving advice on how to engage students on issues of racial tension.
- Two open forums were held on November 17 and November 30, where students aired concerns and complaints, including the University's handling of a recent bias incident.
- Going forward, plans are being made for residence hall listening tours, a Towers Hall discussion on free speech and social media, a faculty "teach-in" during the week of February 22, 2016, focused on Black Lives Matter followed by a Town Hall style meeting; and a campus-wide dialogue on free speech.
- A bias incident email that received media attention resulted in hate mail directed at Mr. Huddleston, who appreciated the support of President Cevallos and the University.
- Students are ready and willing to work toward solutions to resolving racial tensions on campus.

7.0 Administration, Finance and Technology

Executive Vice President Dale Hamel remarked on matters that the Board has been apprised on in past meetings, including:

- 2015 financial audit, a copy of which was included in the Board packet materials, and approval of which was delegated to Finance Committee in September. Audit shows the financial position of the University is very good.
- State auditors are currently on campus conducting audit.
- University engaged an outside consultant, Deloitte, to conduct a risk assessment.
- Review of FY2016 budget included notation of additional state funding of $260,000 allocated to financial aid, funding for Choice program, and support for College Planning Center. However, given reduction in revenues of $380,000 from day and graduate and continuing education enrollments, and expenditure reductions of $120,000, the net impact on University budget is $0.

Vice President Hamel sought approval on four motions:

* * * *

On a motion duly made and seconded, it was unanimously voted to approve the borrowing of $1,685,000 in support of the purchase of 860 Worcester Road, Framingham, MA (MSCBA Project No. FRA-0737-14).

* * * *

On a motion duly made and seconded, it was unanimously voted to approve the acquisition of property located at 89 Mount Wayte Avenue, Framingham, MA (MSCBA Project No. FRA-0748-15) and the borrowing of up to $3,590,000 in support of the acquisition of said property, and to delegate to the Board of Trustees Finance Committee the authority to review and approve the purchase and sale agreement for purchase of the property through these bond funds; notice of purchase and sale agreement to be provided to the full Board at its next meeting.

* * * *

On a motion duly made and seconded, it was unanimously voted to approve the acquisition of the Warren Conference Center and Inn, Ashland, MA (MSCBA Project No. FRA-0755-15) and the borrowing of up to $3,590,000 in support of the acquisition, and to delegate to the Board of Trustees Finance Committee the authority to review and approve the purchase and sale agreement for acquisition of the property

through these bond funds, as well as the purchase and sale agreement for sale of a portion of the acquired property; notice of any purchase and sale agreements to be provided to the full Board at its next meeting.

* * * *

On a motion duly made and seconded, it was unanimously voted to accept the personnel actions list.

* * * *

8.0 New Business

There was no new business.

9.0 Public Comment

There was no public comment.

10.0 Adjourn Public Meeting

Chair Logan asked for a motion to adjourn the meeting.

* * * *

On a motion duly made and seconded, it was unanimously voted to adjourn the open meeting.

* * * *

Respectfully Submitted,

Richard C. Logan

Framingham State University

BOARD OF TRUSTEES

MINUTES ▪ BOARD MEETING ▪ DECEMBER 1, 2015 6:30 P.M.

Chair
Framingham State University, Board of Trustees

Dr. F. Javier Cevallos
President
Framingham State University

The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

MANAGER APPLICATION

All proposed managers are required to complete a Personal Information Form, and attach a copy of the corporate vote authorizing this action and appointing a manager.

1. LICENSEE INFORMATION:

Legal Name of Licensee: Framingham State University
Business Name (dba): Warren Conference Center and Inn
Address: 529 Chestnut Street
City/Town: Ashland
State: Ma
Zip Code: 01721
ABCC License Number: 004000034
(If existing licensee)
Phone Number of Premise: 508-231-3000

2. MANAGER INFORMATION:

A. Name: Kimberley Sternick
B. Cell Phone Number: 617-593-8894
C. List the number of hours per week you will spend on the licensed premises: 40+

3. CITIZENSHIP INFORMATION:

A. Are you a U.S. Citizen: Yes ☒ No ☐
B. Date of Naturalization:
C. Court of Naturalization:

(Submit proof of citizenship and/or naturalization such as U.S. Passport, Voter's Certificate, Birth Certificate or Naturalization Papers)

4. BACKGROUND INFORMATION:

A. Do you now, or have you ever, held any direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages? Yes ☐ No ☒

If yes, please describe:

B. Have you ever been the Manager of Record of a license to sell alcoholic beverages that has been suspended, revoked or cancelled? Yes ☐ No ☒

If yes, please describe:

C. Have you ever been the Manager of Record of a license that was issued by this Commission? Yes ☒ No ☐

If yes, please describe: Currently Manager of Record for Warren Conference Center, Several locations for Legal Sea Foods LLC.

D. Please list your employment for the past ten years (Dates, Position, Employer, Address and Telephone):

2011- Present, General Manager - Warren Conference Center and Inn, Flik International Corp., 529 Chestnut Street Ashland, ma 01721 508-231-30

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Signature: [signature]
Date: 4/28/16

The Commonwealth of Massachusetts
JOHN F. X. DAVOREN
SECRETARY OF THE COMMONWEALTH
DIVISION OF VITAL STATISTICS
STANDARD CERTIFICATE OF LIVE BIRTH

Newton
(City or Town making this return)

673
REGISTERED NUMBER

CHILD

1 PLACE OF BIRTH
a Middlesex (County)
b Newton (City or Town)
c Newton-Wellesley Hospital
NAME OF HOSPITAL — IF NOT IN HOSPITAL, NUMBER & STREET

2 NAME: Kimberly (FIRST) Ann (MIDDLE) Fraser (LAST)

3 SEX: Female

4 THIS BIRTH SINGLE, TWIN ETC. SPECIFY: Single

4a IF NOT SINGLE, BORN FIRST, SECOND, ETC. SPECIFY SPECIFY ORDER OF BIRTH:

5 DATE OF BIRTH: August 24, 1969 (MONTH (SPELL OUT) DAY YEAR)

FATHER

6 NAME: Dorsing (FIRST) Frederick (MIDDLE) Fraser (LAST)

7 BIRTHPLACE: Medford, (CITY OR TOWN) Massachusetts (STATE OR COUNTRY)

8 AGE AT TIME OF THIS BIRTH: 25

9 OCCUPATION: Mechanical Engineer

MOTHER

10 FULL NAME: Virginia (FIRST) Leslie (MIDDLE) Keough (MAIDEN) Fraser (LAST)

11 BIRTHPLACE: Newton, (CITY OR TOWN) Massachusetts (STATE OR COUNTRY)

12 AGE AT TIME OF THIS BIRTH: 24

13 RESIDENCE: 20B (NO.) Charlesbank Way (STREET) Waltham, (CITY OR TOWN) Massachusetts (STATE)

CERTIFICATIONS

14 ATTENDANT

I hereby certify that I attended the birth of this child who was born at the hour of 4:54 P.M. on the date above stated.

Ronald E. Parker M.D.
(Signature, Physician or other attendant)

Ronald E. Parker M.D.
(Print or type name. Chapter 48, Acts of 1959)

2000 Washington Street, Newton
(Address)

15 INFORMANT

I certify that the information appearing above is true and correct.

Virginia Fraser
(Signature)

Mother August 29, 1969
(Relationship) (Date)

COPY TO STATE HOUSE 10-8

COPY TO (Attendant making return if attended birth (Item 14))

Robert H. Wilson
REGISTRAR

A True Copy
Attest:
Edward G. Quigley
City Clerk of Newton, Mass.

The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

NA

PERSONAL INFORMATION FORM

Each individual listed in Section 10 of this application must complete this form.

1. LICENSEE INFORMATION:

A. Legal Name of Licensee

B. Business Name (dba)

C. Address

D. ABCC License Number (If existing licensee)

E. City/Town

State

Zip Code

F. Phone Number of Premise

G. EIN of License

2. PERSONAL INFORMATION:

A. Individual Name

B. Home Phone Number

C. Address

D. City/Town

State

Zip Code

E. Social Security Number

F. Date of Birth

G. Place of Employment

3. BACKGROUND INFORMATION:

Have you ever been convicted of a state, federal or military crime? Yes ☐ No ☐

If yes, as part of the application process, the individual must attach an affidavit as to any and all convictions. The affidavit must include the city and state where the charges occurred as well as the disposition of the convictions.

4. FINANCIAL INTEREST:

Provide a detailed description of your direct or indirect, beneficial or financial interest in this license.

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Signature

Date

Title

(If Corporation/LLC Representative)

APPLICANT'S STATEMENT

I, Dale Hamel the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP member
Authorized Signatory

of Framingham State University, hereby submit this application for License Transfer
Name of the Entity/Corporation — Transaction(s) you are applying for

(hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statement and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

(1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;

(2) I state that the location and description of the proposed licensed premises does not violate any requirement of the ABCC or other state law or local ordinances;

(3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;

(4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the Application information as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;

(5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;

(6) I understand that all statements and representations made become conditions of the license;

(7) I understand that any physical alterations to or changes to the size of, the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;

(8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and

(9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

Signature: Dale Hamel Date: 04/28/16

Title: Executive Vice President, Framingham State University

Framingham State University

BOARD OF TRUSTEES

MINUTES ▪ BOARD MEETING ▪ JANUARY 26, 2016 6:30 P.M.

In Attendance: Trustees' Budwig, Diaz, Foley, Grilli, Herr, Logan, Neshe, Quezada, Rodriguez, Richards (Emeritus)

1.0 Chair's Report

Chair Logan began the meeting at 6:31 pm. He remarked on how much he enjoyed eating dinner in the dining commons with the students and requested that this be an annual event.

* * *

On a motion duly made and seconded, it was voted to approve the minutes of the December 1, 2015 Board meeting.

* * *

2.0 President's Report:

President Cevallos reported on the following matters:

- The McAuliffe Challenger Center is hosting an event on Thursday, January 28, to commemorate the 30th anniversary of the Challenger disaster. All are encouraged to attend.
- The Vice President for Enrollment and Student Affairs' search continues; the search committee has narrowed the pool to three finalists who will visit the campus in February.
- Progress on the University's goal of recruitment includes an internship program for translation services so that University materials are available to students and parents in other languages; increased focus on diversifying the pool of students in the honors program; and strengthening international collaborations to increase the number of international students.
- Progress on the University's goal of retention includes the hire of a new retention coordinator and the implementation of the Starfish retention software later in the semester; the University's participation as one of 40 schools in a program sponsored by the American Association of Colleges and Universities on reinventing the first year experience; and the University's pilot of a new student employment policy.
- Progress on the University's goal of responsiveness includes a faculty "teach-in" where 75 faculty teaching 125 courses will focus on the theme of Black Lives

Matter, scheduled for the week of February 22, 2016, followed by a town hall style meeting on March 2 to discuss the issues discussed during the teach-in; a generous donor gift of $5000 to the University which was used to buy book vouchers, laptop loaners, and graphing calculators for departments to loan out to students with need.

- The University, in cooperation with MassBay Community College, will offer a bachelor's degree in Liberal Studies or Business for $28,000, which would cover the cost of tuition but not room and board.
- Student in the Spotlight is Robert Rice, a senior honors student who has traveled to New Mexico three times with Professor Ben Alberti to engage in archaeological field studies. Mr. Rice stated that working closely with faculty, engaging in independent research and networking with experts outside of FSU has been invaluable to his education.

3.0 Student Trustee Report

Trustee Rodriguez informed the Board of the following actions/issues:

- Students are unhappy with the proposed student employment policy, which limits student employment for the University to a 20 hour per week limit. The limit would discourage students from applying for resident assistant positions because they would not be able to work another job as well.

Discussion ensued among board members. Questions about the policy and its impact on students were answered by Dean of Students' Melinda Stoops and Interim Vice President for Enrollment and Student Development Lorretta Holloway.

4.0 Academic Affairs

Provost and Vice President for Academic Affairs' Linda Vaden-Goad reported on the following:

- Academic Affairs' progress on its five (5) year strategic plan as set forth in the board packet materials.

Trustee Quezada requested that the Office of Institutional Research provide additional information about its role within the University, specifically what it is they do, what they've learned and how the office is incorporated into the body of the institution. Trustee Budwig suggesting picking one issue the University was struggling with, and

reporting on how the University has responded to the issue and whether it has led to a change in strategic action steps.

5.0 Enrollment and Student Development

Interim Vice President for Enrollment and Student Development Lorretta Holloway presented her division's midyear update, noting the following:

- Collaboration between departments and offices has increased, specifically among the divisions of Enrollment and Student Development and Academic Affairs through their crosswalk meetings.
- An academic dean and a faculty member have been added to the University's Threat Assessment Team.
- A new program focusing on student food and housing insecurity has been developed. Discussion ensued regarding emergency funds for students in need.
- Director of Financial Aid Deborah Altsher presented a report on financial aid, citing the following facts, culled from data on academic year 2014-15, and stressing that there were many students with financial need:
    - 42% of FAFSA filers received a Pell grant, representing 33% of the total undergraduate population.
    - 33% of all undergraduate students received a Pell grant.
    - Average family contribution was $11,995.
    - Median family contribution was $6553.
    - Average debt for a student leaving FSU, who entered as a first time, full-time student, is $25,000.
    - Default rate on federal Stafford loans for FSU students is 5%.

Discussion ensued on meeting the financial needs of students.

6.0 **Chief of Staff and General Counsel**

Chief of Staff and General Counsel Rita Colucci gave a brief update on the University's marketing efforts:

- University will conduct market research in an effort to update its brand and image.
- New creatives are anticipated for fall 2016 student recruitment campaign.
- University is looking into option for using TV commercials in future.

7.0 Inclusive Excellence

Chief Diversity and Inclusion Officer Sean Huddleston gave the following update:

- Martin Luther King, Jr., Youth Conference, sponsored by the Greater Framingham Community Church, was held at the University on Saturday, January 16, 2016.
- Metrowest College Planning Center received a $5000 grant which it used to purchase a copier.
- University has established a new partnership with Wayside to provide services for college students who have aged out of foster care.
- University is launching an initiative called 100 Males to College in partnership with MassBay Community College, Framingham High School, Keefe Technical High School, Boys and Girls Club and the YMCA.
- University has renamed its diversity fellows program to the Mary Miles Bibb Faculty Fellowship.

Colleen Coffey, Director of the Metrowest College Planning Center (CPC), gave a report on the CPC:

- CPC has reached 3000 people since its opening this fall.
- CPC has hosted over 500 youth who are from underrepresented and underserved populations.
- CPC employs about 30 student interns who have been trained to provide help with FAFSA completion and provide other kinds of direct services.

8.0 Administration, Finance and Technology

Executive Vice President Dale Hamel asked for a motion to approve the personnel actions list:

* * * *

On a motion duly made and seconded, it was unanimously voted to accept the personnel actions list.

* * * *

Dr. Hamel introduced Rachel Trant, Assistant Vice President for Fiscal Affairs, who gave the following update on the University's efforts with risk assessment:

- University engaged the firm of Deloitte, Inc., to assess risk in 6 areas.
- Risks were categorized into three tiers.
- An internal compliance, risk and audit committee is currently working with the tier one risks by identifying which area(s) of the University is responsible for the risk, current status of the risk, and plans to address the risk.
- Jocelyn Chan, Quality Assessment Manager, is taking the lead with the internal committee.
- The report in the packet is the summary report produced by Deloitte.

Dr. Hamel noted that the following property developments:

- The recently purchased Perini property would be turned into a parking lot this summer.
- The sale of the Warren Center by the Massachusetts State College Building Authority was approved; a purchase and sale agreement for the property was anticipated to be signed by the end of the week.

Dr. Hamel also stated that the Governor's budget would come out tomorrow.

8.0 New Business

There was no new business.

9.0 Public Comment

There was no public comment.

10.0 Adjourn Public Meeting

Chair Logan asked for a motion to adjourn the meeting.

* * * *

On a motion duly made and seconded, it was unanimously voted to adjourn the open meeting.

* * * *

The meeting adjourned at 8:17pm.

Respectfully Submitted,

Richard C. Logan
Chair
Framingham State University, Board of Trustees

Dr. F. Javier Cevallos
President
Framingham State University

Northeastern University

Northeastern University

Officers of the University, 2016

Joseph Aoun
President
34 Beacon Street
Boston, MA 02108

Michael Armini
Officer of the University
8 Russell Street
Marblehead, MA 01945

James Bean
Officer of the University
291 St. Botolph Street
Boston, MA 02115

Diane MacGillivray
Officer of the University
32 Traveler Street, #604
Boston, MA 02118

Philomena Mantella
Officer of the University
70 Country Club Road
Dedham, MA 02026

Ralph Martin
Officer of the University
154 Moss Hill Road
Jamaica Plain, MA 02130

Thomas Nedell
Officer of the University
10 Pederzini Drive
Medfield, MA 02052

Massachusetts Department of Higher Education

One Ashburton Place, Room 1401
Boston, MA 02108-1696

TEL (617) 994-6950
FAX (617) 727-0955
WEB www.mass.edu

Richard M. Freeland, *Commissioner*
Charles F. Desmond, *Chairman*
Massachusetts Board of Higher Education

October 31, 2012

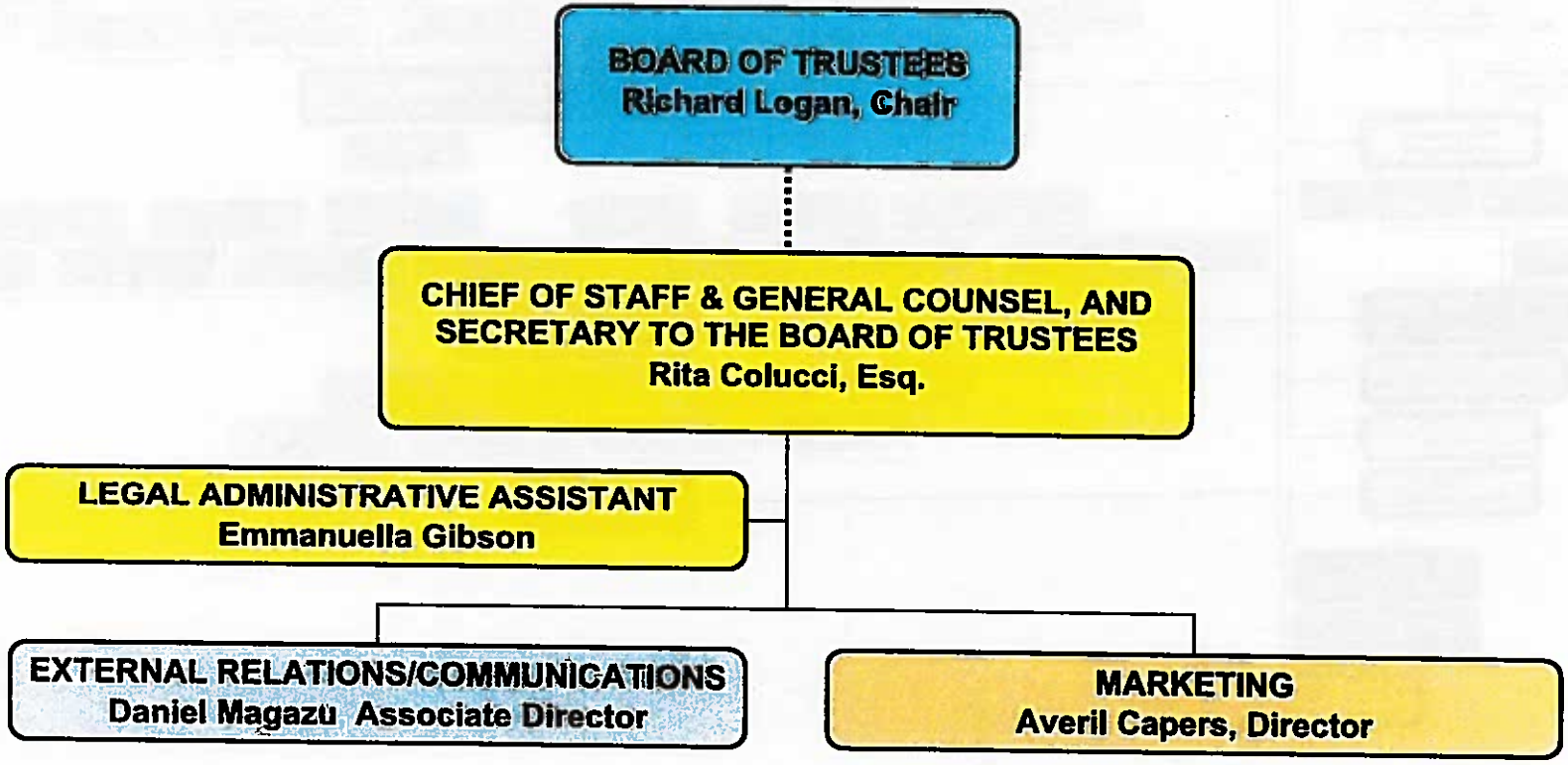
Katie Restuccia
Administrative Assistant
Office of the President
Framingham State University
100 State Street
Framingham, MA 01701

Dear Ms. Restuccia:

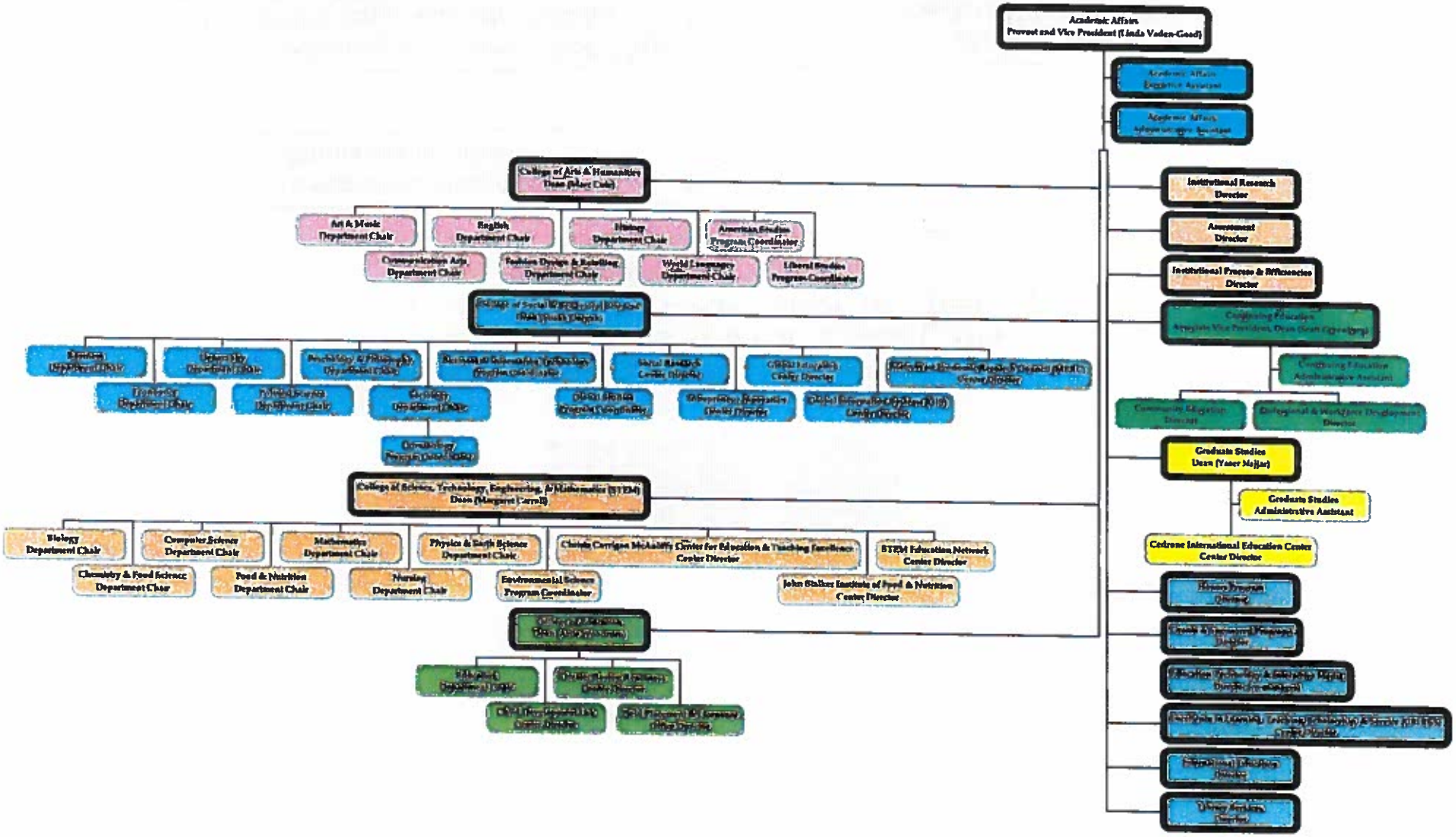
Framingham State University is a state university within the Massachusetts system of public higher education (M.G.L. c. 15A, s. 5). As such, the College is authorized by the Board of Higher Education to offer degrees pursuant to and in accordance with Massachusetts General Laws chapter 15A, section 9(b). This authorization extends to degree programs offered by Framingham State College at off-campus locations.

Sincerely,

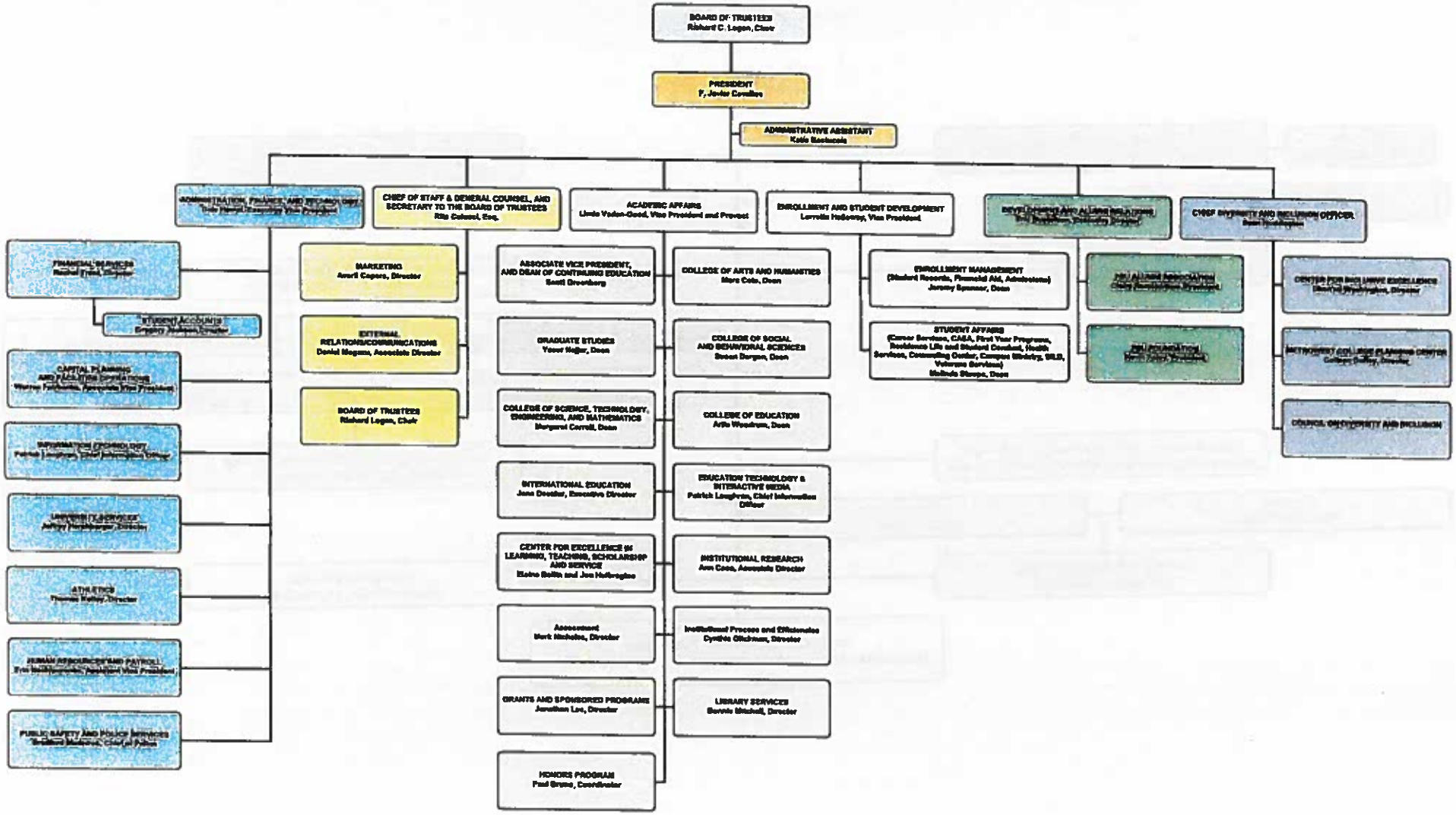
Aundrea E. Kelley
Deputy Commissioner for P-16 Policy and Collaborative Initiatives

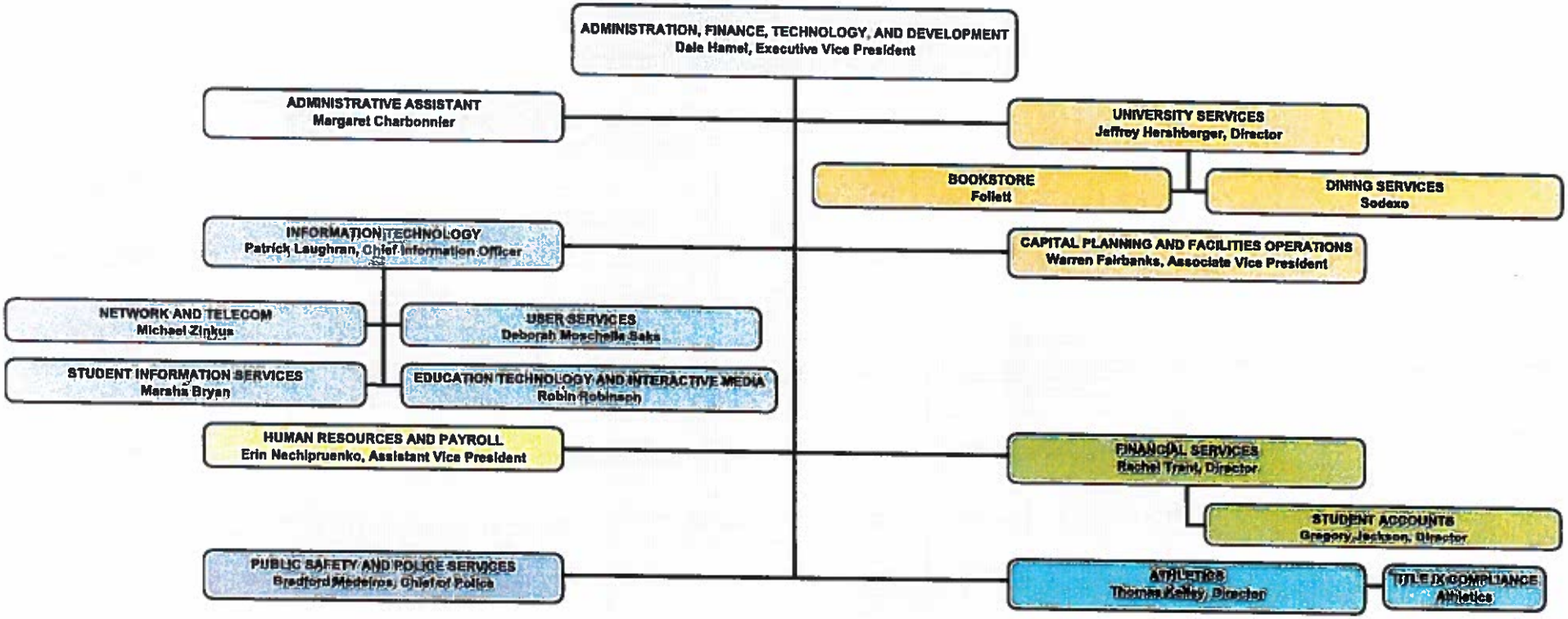

BOARD OF TRUSTEES
Richard Logan, Chair
CHIEF OF STAFF & GENERAL COUNSEL, AND SECRETARY TO THE BOARD OF TRUSTEES
Rita Colucci, Esq.
LEGAL ADMINISTRATIVE ASSISTANT
Emmanuella Gibson
EXTERNAL RELATIONS/COMMUNICATIONS
Daniel Magazu, Associate Director
MARKETING
Averil Capers, Director

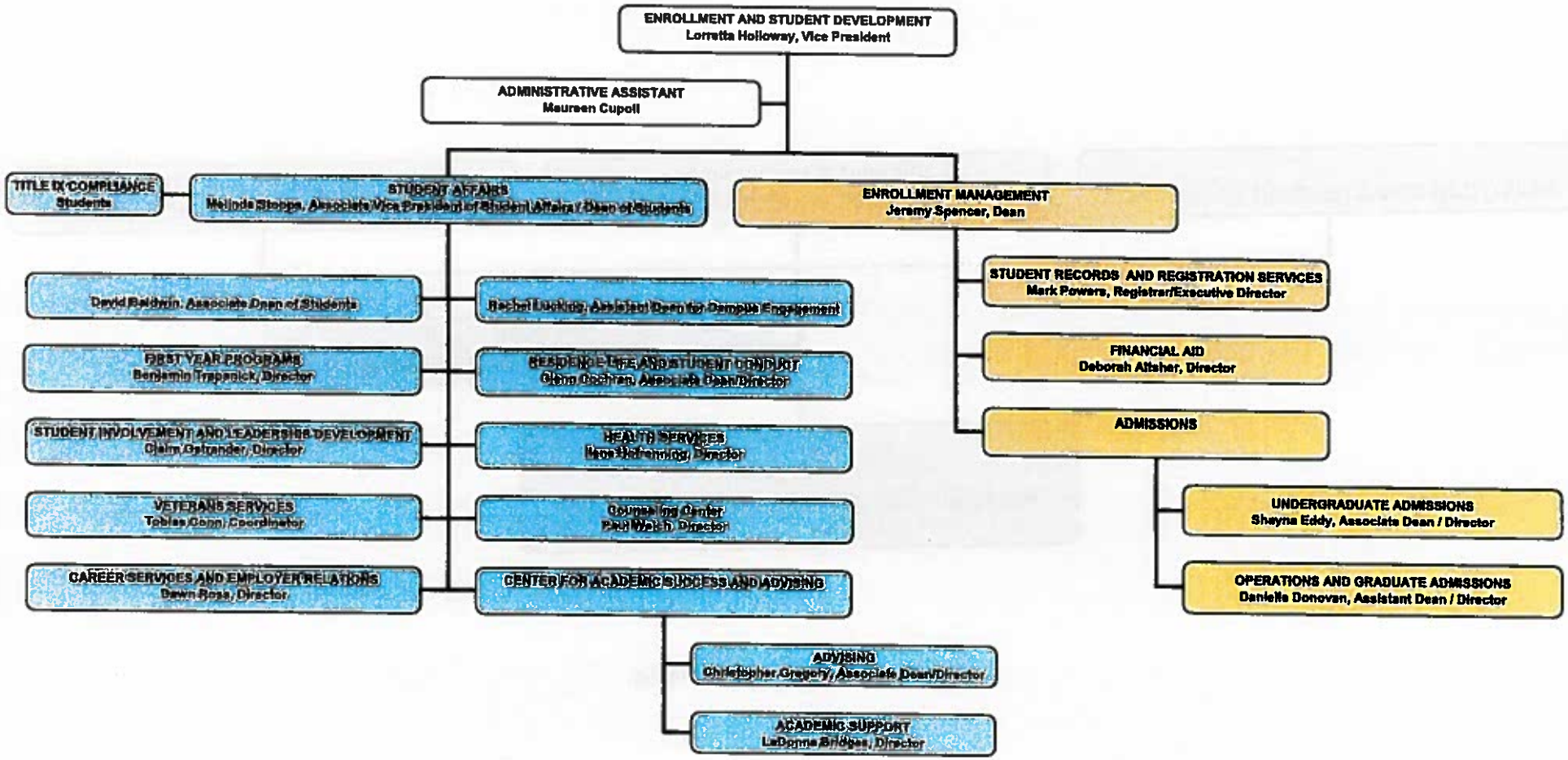
Framingham State University
Division of Academic Affairs



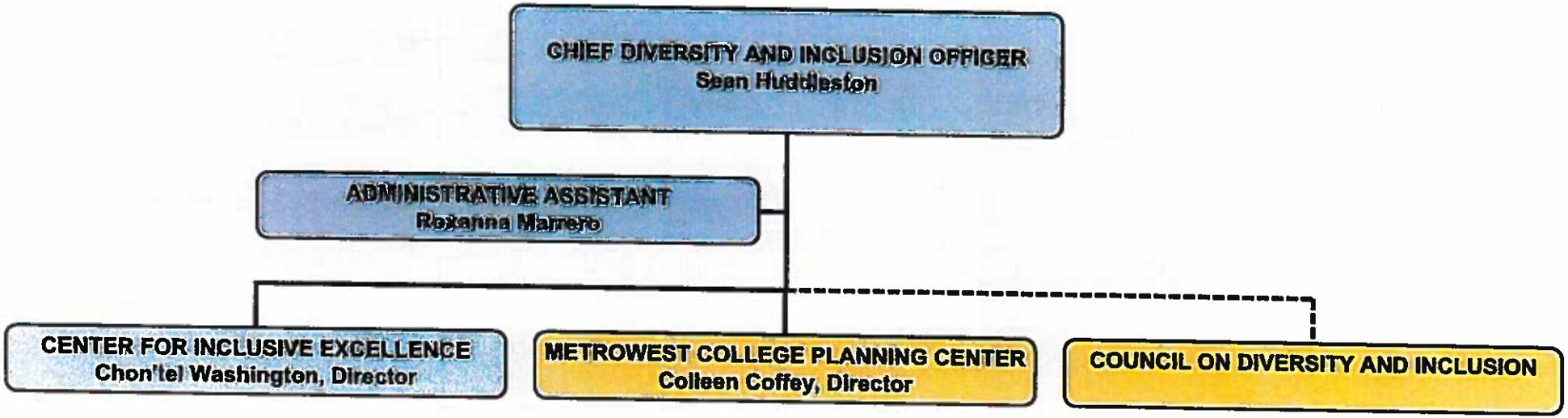
Framingham State University
May 2018




ADMINISTRATION, FINANCE, TECHNOLOGY, AND DEVELOPMENT
Dale Hamel, Executive Vice President
ADMINISTRATIVE ASSISTANT
Margaret Charbonnier
UNIVERSITY SERVICES
Jeffrey Hershberger, Director
BOOKSTORE
Follett
DINING SERVICES
Sodexo
INFORMATION TECHNOLOGY
Patrick Laughran, Chief Information Officer
CAPITAL PLANNING AND FACILITIES OPERATIONS
Warren Fairbanks, Associate Vice President
NETWORK AND TELECOM
Michael Zinkus
USER SERVICES
Deborah Moschella Saks
STUDENT INFORMATION SERVICES
Marsha Bryan
EDUCATION TECHNOLOGY AND INTERACTIVE MEDIA
Robin Robinson
HUMAN RESOURCES AND PAYROLL
Erin Nechipruenko, Assistant Vice President
FINANCIAL SERVICES
Rachel Trant, Director
STUDENT ACCOUNTS
Gregory Jackson, Director
PUBLIC SAFETY AND POLICE SERVICES
Bradford Medeiros, Chief of Police
ATHLETICS
Thomas Kelley, Director
TITLE IX COMPLIANCE
Athletics


ENROLLMENT AND STUDENT DEVELOPMENT
Lorretta Holloway, Vice President
ADMINISTRATIVE ASSISTANT
Maureen Cupoli
TITLE IX COMPLIANCE
Students
STUDENT AFFAIRS
Melinda Stoppa, Associate Vice President of Student Affairs / Dean of Students
ENROLLMENT MANAGEMENT
Jeremy Spencer, Dean
David Baldwin, Associate Dean of Students
Rachel Luckey, Assistant Dean for Campus Engagement
FIRST YEAR PROGRAMS
Benjamin Trapanick, Director
RESIDENCE LIFE AND STUDENT CONDUCT
Glenn Cochran, Associate Dean/Director
STUDENT INVOLVEMENT AND LEADERSHIP DEVELOPMENT
Claire Gelander, Director
HEALTH SERVICES
Rose Rohrenning, Director
VETERANS SERVICES
Tobias Conn, Coordinator
Counseling Center
Paul Walsh, Director
CAREER SERVICES AND EMPLOYER RELATIONS
Dawn Rosa, Director
CENTER FOR ACADEMIC SUCCESS AND ADVISING
ADVISING
Christopher Gregory, Associate Dean/Director
ACADEMIC SUPPORT
LaDonna Bridges, Director
STUDENT RECORDS AND REGISTRATION SERVICES
Mark Powers, Registrar/Executive Director
FINANCIAL AID
Deborah Altsher, Director
ADMISSIONS
UNDERGRADUATE ADMISSIONS
Shayna Eddy, Associate Dean / Director
OPERATIONS AND GRADUATE ADMISSIONS
Danielle Donovan, Assistant Dean / Director

Division of Inclusive Excellence



KROKIDAS & BLUESTEIN
ATTORNEYS AT LAW

Rebecca L. Tyning
rtyning@kb-law.com
(617) 259-3247

March 10, 2016

VIA COURIER AND E-MAIL

Division of Capital Asset Management and Maintenance
Commonwealth of Massachusetts
One Ashburton Place, 15th Floor
Boston, MA 02108
ATT: Martha McMahon, Deputy General Counsel
martha.mcmahon@state.ma.us

Massachusetts State College Building Authority
253 Summer Street, 3rd floor
Boston, MA 02210
ATT: Edward H. Adelman, Executive Director
eadelman@mscba.org

Re: Purchase of the Warren Center in Ashland, MA from Northeastern University

Dear Martha and Ed:

On behalf of Kathy Murphy, enclosed for your records please find the following fully executed originals pertaining to the above-mentioned transaction:

1. Purchase and Sale Agreement; and
2. Exhibit F – Beneficial Interest Disclosure Statement.

Thank you.

Very truly yours,

Rebecca L. Tyning
Paralegal

Enclosure:

cc: Kathryn Cochrane Murphy, Esq. *(via e-mail w/o encl.)*
Michael A. Glover, Asst. General Counsel, Northeastern University *(via courier + e-mail w/partial orig.)*
Dale Hamel, Executive VP, Framingham State University *(via UPS and e-mail w/partial orig.)*

1830\0034\395219.1

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "**Agreement**") is entered into as of February 26, 2016 as follows:

1. **Parties.** Northeastern University, a non-profit private institution of higher education and research with an address of 360 Huntington Avenue, Boston, Massachusetts 02115 ("**Seller**") agrees to sell, upon and subject to the terms hereinafter set forth, and Massachusetts State College Building Authority, a body politic and corporate organized and existing under Chapter 703 of the Acts of 1963, as amended, with an address of 253 Summer Street, 3rd floor, Boston, MA 02210 ("**Buyer**"), agrees to buy, upon and subject to the terms hereinafter set forth, the real property and personal property described in Sections 2 and 3 below.

2. **Real Property.** The premises that are the subject of this Agreement consist of three parcels of land, containing approximately 65.22 acres in the aggregate (the "**Land**"), together with all buildings, structures, and other improvements thereon, located at 529 Chestnut Street in Ashland, Massachusetts and shown as Lot 1, 2 and 3 on a plan entitled "Plan of Land in Ashland Mass Property of Edith B. Warren dated June 10, 1963 prepared by Schofield Brothers, and recorded as Plan Number 1099 at the Middlesex South District Registry of Deeds (the "**Registry**") at the End of Book 10325 (the "**Real Property**"). The Real Property includes all rights appurtenant to the Land. For title reference only, see deed dated July 1, 1963 recorded with the Registry in Book 10305, Page 040 and deed dated December 17, 1964 recorded with the Registry in Book 10720, Page 431.

3. **Buildings, Structures, Improvements, Fixtures; Personal Property.** Included in the sale as a part of the Real Property are the buildings, structures, and improvements now thereon and the fixtures used in connection therewith. Also included in the sale are all of the tangible and intangible personal property owned by Seller and used solely in connection with the operation of a conference center and inn (collectively, the "**Conference Center**") on the Real Property, including without limitation, furnishings, equipment, inventory, contracts, permits, and licenses, the reservation system, computer software, trade name "**Warren Conference Center and Inn**" (together with any warranties still in effect) listed on the "Schedule of Furnishings, Equipment, Inventory, Contracts Permits and Licenses" attached hereto as **Exhibit A** (collectively, the "**Personal Property**"; the Real Property and the Personal Property are hereinafter collectively referred to as the "**Property**").

4. **Title and Deed; Bill of Sale; Assignment and Assumption Agreement.**

   a. The Real Property is to be conveyed by a good and sufficient quitclaim deed in the form attached hereto as **Exhibit C** (the "**Deed**") running to Buyer or its nominee, conveying good and clear record, marketable and insurable (provided that any such nominee is an instrumentality of the Commonwealth of Massachusetts) title thereto, free from encumbrances, except:

      i. Provisions of existing building and zoning laws;

ii. Such taxes for the then current tax fiscal year as are not due and payable on the delivery of the Deed;

iii. Those matters which Buyer has accepted and/or to which it has waived its right to object pursuant to the terms of this Agreement, or which Seller is not otherwise obligated to cure, clear or remove.

b. Seller shall convey the tangible Personal Property to Buyer by a bill of sale in the form attached hereto as **Exhibit D** (the "**Bill of Sale**").

c. Seller shall convey the intangible Personal Property to Buyer by an assignment and assumption agreement in the form attached as **Exhibit E** (the "**Assignment and Assumption Agreement**")

5. **Buyer's Due Diligence Investigations.**

a. Buyer shall have the right to conduct investigations of the Property in accordance with the terms of this Agreement, at its sole cost and expense, which may include examination of all structural and mechanical aspects thereof; examination of title to the Property; testing to determine the presence or absence of Hazardous Materials (as hereinafter defined), asbestos, lead, radon, mold, oil, urea formaldehyde and other similar materials and substances; obtaining a current as-built survey; review of all contracts, permits and licenses, review of reservations and deposits held; inspection of all tangible Personal Property, and determining the compliance of the Property with all applicable laws, rules, codes and regulations. Buyer shall have the right to interview government officials, tenants, personnel of Seller and its Manager (as hereinafter defined), and engineers with respect to the Property. Upon reasonable prior written notice, Seller shall make the Property and its personnel and Manager's personnel available at reasonable times to Buyer, and its agents, consultants and engineers for such inspections and tests as Buyer reasonably deems appropriate.

b. In connection with its right to enter upon the Property as set forth herein, Buyer hereby agrees (i) not to interfere unreasonably with the operation of the Property; (ii) after the performance of any such inspections to restore the Property to its condition prior to such inspections; and (iii) to the extent permitted by law, to indemnify and hold Seller harmless from and against any and all loss, cost or damage to the Property arising out of actions taken by Buyer or its agents, engineers or consultants or its failure to satisfy the condition set forth in clauses (i) and (ii) above, but expressly excluding loss, cost or damage arising merely out of discovery of pre-existing conditions, provided, however, that Buyer's monetary obligation under the foregoing indemnification shall in no event exceed $3,000,000.00. Prior to any entry onto the Property, Buyer shall deliver to Seller evidence reasonably satisfactory to Seller that Buyer and all of Buyer's agents and contractors entering onto the Property have in place commercial general liability insurance naming Seller and its management agent as additional insureds with such limits

and written on such forms as are reasonably acceptable to Seller. The indemnification, repair and restoration obligations of Buyer under this paragraph shall survive delivery of the Deed hereunder or any termination of this Agreement, notwithstanding any other provisions herein to the contrary.

c. Buyer shall have the right, in its sole and absolute discretion, for any reason whatsoever and for no reason to terminate this Agreement by giving written notice of such election to Seller at any time prior to 11:59 p.m. Eastern time on March 25, 2016 (the "**Due Diligence Expiration Date**"). In the event Buyer elects to terminate this Agreement by sending such notice, neither party shall have any further liability or obligation to the other hereunder except as otherwise expressly set forth herein. In the absence of such written notice, (i) Buyer's option to terminate this Agreement in accordance with this paragraph shall no longer be applicable and this Agreement shall continue in full force and effect, and (ii) Buyer will be deemed to have accepted the condition of the Property in all respects as of the Due Diligence Expiration Date and to have waived any objections thereto.

d. Except as to any matters affecting title to the Property objected to by Buyer in a written notice to Seller delivered on or before the Due Diligence Expiration Date (the "**Buyer's Title and Survey Notice**"), Buyer shall be deemed to have accepted the state of title and any matter which would be disclosed by a survey of the Property and to have waived any objections thereto. Seller shall have five (5) business days following its receipt of a Buyer's Title and Survey Notice to notify Buyer by written notice (the "**Seller's Title and Survey Notice**") as to whether or not Seller elects to cure the matter or matters objected to by Buyer. Failure by Seller to give the Seller's Title and Survey Notice shall be deemed an election by Seller not to cure such matters objected to by Buyer. Notwithstanding the foregoing, Seller shall be obligated to cure any encumbrances which can be cleared by the payment of money which Seller or its agents have permitted or caused to be recorded against the Property. If Seller elects, or is deemed to have elected, not to cure a matter objected to in Buyer's Title and Survey Notice, Buyer shall notify Seller, in writing, within five (5) business days following its receipt of Seller's Title and Survey Notice, or fifteen (15) business days after the date of Buyer's Title and Survey Notice in the case where Seller is deemed to have elected not to cure, of its election (i) to waive its objection or objections to the matter or matters not being cured by Seller, without reduction of the Purchase Price; or (ii) to terminate this Agreement, in which case neither party shall have any further liability or obligation to the other hereunder except as otherwise expressly set forth herein. In the absence of such written notice, (i) Buyer's option to terminate this Agreement in accordance with this paragraph shall no longer be applicable and this Agreement shall continue in full force and effect, and (ii) Buyer will be deemed to have accepted the condition of title to the Property in all respects as of the Due Diligence Expiration Date and to have waived any objections thereto. If Seller has elected to cure any matter, such matter, except those which may be cleared after the Closing Date pursuant to Section 15, shall be cured by Seller on or prior to the Closing Date, as the same may be extended pursuant to Section 11.

e. Notwithstanding any provision of this Agreement to the contrary, Buyer may, on or prior to the Closing Date, notify Seller in writing of any objection to title or survey (excluding objections to title and survey which have been accepted or waived by Buyer pursuant to Section 5(d)) first arising after the Due Diligence Expiration Date (each a "**New Encumbrance**"). If Buyer does not object to any New Encumbrance as herein provided, Buyer will be deemed to have accepted such New Encumbrance and to have waived any objections thereto. In the event that Buyer gives written notice of objection to any New Encumbrance (a "**New Encumbrance Notice**"), Seller shall have five (5) business days following its receipt of a Buyer's New Encumbrance Notice to notify Buyer by written notice (a "**New Encumbrance Response**") as to whether or not Seller elects to cure the matter or matters objected to by Buyer in such New Encumbrance Notice. Failure of Seller to give a New Encumbrance Response shall be deemed an election by Seller not to cure such objection(s). Notwithstanding the foregoing, Seller shall be obligated to cure any encumbrances which can be cleared by the payment of money which Seller or its agents have permitted or caused to be recorded against the Property. If Seller elects, or is deemed to have elected, not to cure any matter objected to in such Buyer's New Encumbrance Notice, Buyer shall notify Seller, in writing, within five (5) business days following its receipt of Seller's New Encumbrance Response, or fifteen (15) business days after the date of Buyer's New Encumbrance Notice in the case where Seller is deemed to have elected not to cure, of its election (i) to waive its objection or objections to the matter or matters not being cured by Seller, without reduction of the Purchase Price; or (ii) to terminate this Agreement, in which case neither party shall have any further liability or obligation to the other hereunder except as expressly set forth herein. In the absence of such written notice, (i) Buyer's option to terminate this Agreement in accordance with this paragraph shall no longer be applicable and this Agreement shall continue in full force and effect, and (ii) Buyer will be deemed to have accepted the condition of title to the Property in all respects as of the Due Diligence Expiration Date and to have waived any objections thereto. In the event a New Encumbrance Notice is delivered to Seller less than ten (10) business days prior to the Closing Date, the Closing Date shall be reasonably extended in order to accommodate the procedure described above. If Seller has elected to cure any matter, such matter, except those which may be cleared after the Closing Date pursuant to Section 15 shall be cured by Seller on or prior to the Closing Date, as the same may be extended pursuant to Section 11.

6. **Purchase Price**. The agreed purchase price for the Property is $8,000,000.00 (the "**Purchase Price**"), all of which is to be paid by Buyer to Seller by certified or bank check or wire transfer at the time of the delivery of the Deed, Bill of Sale and Assignment and Assumption Agreement.

7. **Time for Performance; Delivery of Deed, Bill of Sale and Assignment and Assumption Agreement**.

a. The Deed and Bill of Sale are to be delivered at 10:00 a.m. on the 13th day of April, 2016 (the "**Closing Date**"), at the offices of Krokidas & Bluestein LLP, 600 Atlantic Avenue, 19th floor, Boston, MA 02210, unless otherwise agreed upon in writing.

b. It is agreed that time is of the essence of this Agreement.

c. The Purchase Price shall be held in escrow by an escrow agent selected by agreement of the parties until the Deed is recorded at the Registry.

8. **Reporting to the Internal Revenue Service**. If required, Seller's attorney shall be responsible for reporting this transaction to the Internal Revenue Service.

9. **Possession and Condition of Real Property and Personal Property; Occupants**.

a. Full possession of the Real Property free of all tenants and occupants, except for those entitled pursuant to any reservations for events and rooms at, or for the use of all or any part of, the Real Property made on or prior to the Closing Date, or otherwise specifically permitted by express written agreement of Buyer, as provided below, is to be delivered at the time of delivery of the Deed, the Real Property to be then:

i. in substantially the same condition as it was on the Due Diligence Expiration Date, reasonable use and wear thereof excepted and subject to Section 13 below;

ii. free of all personal property and equipment not conveyed to Buyer as set forth in the **Exhibit A**; and

iii. in compliance with the provisions of any recorded instrument encumbering or affecting the Property.

b. All of the Personal Property shall be in place at the Real Property (unless otherwise specifically indicated) on the Closing Date. All such Personal Property shall be in substantially the same condition as it was on the Due Diligence Expiration Date, reasonable use and wear thereof excepted and subject to Section 13 below. Seller shall assign any warranties which may be in effect and shall deliver or cause to be delivered to Buyer all manuals and instructional materials to the extent the same exist and are in the possession of Seller, the Manager or any agent of Seller.

c. Seller represents that the only persons and entities that occupy the Real Property are those entitled to under the Management Agreement and reservations discussed in Section 10 and that the information provided in Section 10 is true and correct.

d. Seller represents and warrants that it holds no deposits or accounts in connection with the operation of the Conference Center, and that all such deposits and accounts are held by the Manager pursuant to the Management Agreement, as defined in Section 10. All such deposits and accounts shall be accounted for on the Closing Date.

e. Buyer shall be entitled to inspect the Property prior to delivery of the Deed, the Bill of Sale and the Assignment and Assumption Agreement in order to determine whether the condition thereof complies with the terms of this Section .

10. **Business Operations at the Property**.

a. Seller represents that the Property constitutes an operational Conference Center which is operated through a Management Agreement ("**Management Agreement**"), dated March 1, 2007, as amended effective January 1, 2008, August 1, 2009, July 1, 2013, and December 12, 2014 between Seller and COMPASS GROUP USA, INC. d/b/a FLIK INTERNATIONAL CORP. ("**Manager**"). Seller represents:

i. That the Management Agreement is in full force and effect and that no default has occurred thereunder;

ii. That the copy of the Management Agreement provided to Buyer is true, correct and complete and has not been further amended as of the date hereof; and

iii. That Seller has the right to assign its interest in the Management Agreement to Buyer.

Seller and Buyer agree that (i) on or prior to the Due Diligence Expiration Date, Seller and Manager shall execute an amendment to the Management Agreement in a form reasonably acceptable to Buyer, Seller and Manager, to be effective on the Closing Date, in order to delete or modify certain provisions relative to the operation of other property of Seller and such other matters as may be acceptable to Buyer and Manager (the "**Management Agreement Amendment**"); (ii) the Management Agreement Amendment shall be held in escrow by Seller's attorney until the Closing Date; and (iii) Buyer shall take an assignment of the Management Agreement, as amended by the Management Agreement Amendment, on the Closing Date pursuant to the Assignment and Assumption Agreement. Manager shall consent to such assignment.

b. Seller represents that in addition to the Management Agreement and a brokerage agreement between Seller and Cushman & Wakefield of Massachusetts, Inc., the only other agreements, permits and licenses relating to the Property and the Conference Center are those listed on **Exhibit A** attached hereto. The parties shall pro-rate payments pursuant to any such agreement, permits or licenses as of the Closing Date and the Purchase Price shall be adjusted accordingly.

c. After the date of this Agreement, (i) Seller shall not record any document or take any action that will result in an encumbrance on title to the Property; (ii) neither Seller nor Manager will accept any new reservations or modify any existing reservations for periods after the Closing Date without Buyer's consent, which will not be unreasonably withheld, conditioned or delayed, and (iii) neither Seller nor Manager will enter into any contracts,

or terminate or modify any existing contract with respect to the operation of the Property or the Conference Center for periods after the Closing Date without Buyer's consent, which will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, in the event that Buyer fails to provide its consent, or notice that Buyer is reasonably withholding, conditioning or delaying its consent, to any request made by Seller pursuant to clause (ii) of the immediately preceding sentence within twenty-four (24) hours of Buyer's receipt thereof, Buyer will be deemed to have consented to such new reservation or reservation modification and to have waived any objections thereto. Notwithstanding any provision of this Agreement to the contrary, any request made by Seller pursuant to said clause (ii) above may be delivered by electronic mail to Dale Hamel at dhamel@framingham.edu, and any response by Buyer to any request so delivered shall be made by electronic mail delivered to the address from which such request was sent. Seller agrees that any contracts or reservations entered into after the date of this Agreement will be on customary, market terms.

d. On or prior to the Closing Date, Buyer, Seller and Manager shall enter into an agreement, in a form reasonably acceptable to Buyer, Seller and Manager, in which (i) Buyer and Manager covenant and agree that Buyer and Manager will honor any and all reservations for events and rooms at, or uses of all or any part of, the Conference Center made on or prior to the Closing Date provided the same comply with the provisions of this Section 10 hereof, and (ii) Buyer covenants and agrees that, notwithstanding any provision of the Management Agreement to the contrary, it will not terminate the Management Agreement, other than for a default of the Manager that continues beyond any notice or cure period provided for in the Management Agreement, until the date that is two (2) years after the Closing Date (the "**Existing Reservation Agreement**")

e. The provisions of this Paragraph 10 shall survive delivery of the Deed.

11. **Extension to Perfect Title, Make Property Conform, etc.** If, on the Closing Date, Seller shall be unable to give title or to make conveyance, or to deliver possession of the Property, or if the Property does not conform with the provisions hereof, or if Seller has not materially fulfilled any agreement of Seller herein, or if any warranty or representation of Seller herein is not true in any material respect, then Seller shall use reasonable efforts to remove any defects in title that Seller is obligated to remove pursuant to the provisions of this Agreement, or to make conveyance, or to deliver possession as provided herein, or to make the Property conform to the provisions hereof, or to fulfill and satisfy all of Seller's agreements, representations and warranties herein, as the case may be, in which event the time for performance hereof shall be automatically extended for a period of thirty (30) days.

12. **Failure to Perfect Title or Make Property Conform, etc.** If, at the expiration of the extended time set forth above in Section 11, after having used reasonable efforts as provided in Section 11 above, Seller shall be unable to convey title, to deliver possession, to make the Property conform, or to fulfill and satisfy all of Seller's agreements, representations and warranties herein, as the case may be, all as herein agreed, then, at the option of Buyer, any payments made under this Agreement shall be forthwith refunded and all other obligations of

the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto; provided, however, that if Seller shall have failed to use reasonable efforts as provided in Section 11 above, then Buyer shall have all rights and remedies available to Buyer under applicable law (both in law and in equity) for Seller's such failure to fulfill Seller's agreement to use reasonable efforts as aforesaid.

13. **Buyer's Election to Accept Title; Casualty; Eminent Domain.**

a. Notwithstanding any provision above to the contrary, Buyer shall have the election, at either the original or any extended time for performance, to accept such title as Seller can deliver to the Property in its then condition and to pay therefore the Purchase Price without deduction, in which case Seller shall convey such title.

b. In the event of partial damage or destruction of the Property of a type which can, under the circumstances, reasonably be expected (based on the estimate of a licensed architect or engineer selected by Seller) to be restored or repaired at a cost of $50,000.00 or less, then Buyer shall (unless such damage has been repaired by Seller in a good and workmanlike manner prior to the Closing Date), accept title to the Property in its destroyed or damaged condition. Buyer shall pay the full Purchase Price on the Closing Date without reduction, and Seller shall pay over or assign to Buyer all rights to any proceeds of insurance payable with respect to such destruction or damage (less amounts reasonably expended by Seller in repairing the damage or collecting proceeds prior to the Closing Date) and Buyer shall have a credit against the Purchase Price in the amount of any deductible. Seller agrees to use reasonable efforts to recover all available insurance proceeds.

c. In the event that the Property shall have been damaged or destroyed, the cost of repair or restoration of which either (i) would reasonably be expected (based on the estimate of a licensed architect or engineer selected by Seller) to exceed the sum of $50,000.00 or (ii) is not fully covered by insurance subject to commercially reasonable insurance deductibles, then, unless Seller has previously repaired or restored the Property to its former condition, at Buyer's election, (x) Buyer shall terminate this Agreement by delivering written notice to Seller, in which case any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto except as otherwise expressly set forth herein, or (y) Buyer shall purchase the Property and Seller shall pay over or assign to Buyer all rights to any proceeds of insurance payable with respect to such destruction or damage (less amounts reasonably expended by Seller in repairing the damage or collecting proceeds prior to the Closing Date) and Buyer shall have a credit against the Purchase Price in the amount of any deductible, in which event Seller agrees to use reasonable efforts to recover all available insurance proceeds.

d. If prior the Closing Date, all or a material portion of the Property is taken by condemnation, eminent domain or by agreement in lieu thereof, or any proceeding to acquire, take or condemn all or a material portion of the Property is threatened or

commenced (other than by Buyer), Buyer may either (i) terminate this Agreement (in which event any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto except as otherwise expressly set forth herein, or (ii) purchase the Property in accordance with the terms hereof, without reduction in the Purchase Price, together with an assignment of Seller's rights to any award paid or payable by or on behalf of the condemning authority. If Seller has received payments from the condemning authority and if Buyer elects to purchase the Property, Seller shall credit the amount of said payments against the Purchase Price (less amounts reasonably expended by Seller in repairing the damage or collecting the proceeds prior to the Closing Date). If Buyer elects to purchase the Property, Seller agrees to cooperate fully with Buyer to collect all available proceeds.

14. **Acceptance of Deed, Bill of Sale and Assignment and Assumption Agreement**. The acceptance of the Deed, Bill of Sale and Assignment and Assumption Agreement by Buyer and the receipt of the Purchase Price by Seller shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, or by the provisions of the Deed, Bill of Sale or Assignment and Assumption Agreement, to be performed after delivery of the Deed, or to survive delivery of the Deed hereunder.

15. **Use Of Purchase Money To Clear Title**. To enable Seller to make conveyance as herein provided, Seller may, at the time of delivery of the Deed, Bill of Sale and the Assignment and Assumption Agreement, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests that Seller is obligated to clear hereunder, provided that all instruments so procured are recorded simultaneously with the delivery of the Deed, Bill of Sale and Assignment and Assumption Agreement, except that the discharge of a mortgage may be delivered after delivery of the Deed in accordance with customary conveyancing procedures if arrangements satisfactory to Buyer's attorney to obtain said discharge (including, without limitation, receipt by Buyer's attorney of a so-called payoff letter from the lender) are completed prior to delivery of the Deed.

16. **As Is, Where Is**. Except for the representations and warranties contained herein or in any documents delivered by Seller to Buyer on the Closing Date, the Property is being acquired by Buyer in an "AS IS", "WHERE IS" condition, "WITH ALL DEFECTS" and "WITH ALL FAULTS". Buyer acknowledges that it will be acquiring the Property on the basis of its own investigations. Except as expressly set forth in this Agreement or in any documents delivered by Seller to Buyer on the Closing Date, no representations or warranties, whether express, implied or statutory, have been made or are made and no responsibility has been or is assumed by Seller or by any officer, person, firm, agent or representative acting or purporting to act on behalf of the Seller as to condition or repair of the Property or the value, expense of operation, or income potential thereof, the reliability of any information furnished to Buyer or as to any other fact or condition which has or might affect the Property or the condition, repair, value, expense of operation or income potential of the Property or any portion thereof. Buyer hereby waives, releases and forever discharges Seller, any affiliate of

Seller and any officer, director, employee, agent or person acting on behalf of Seller or any affiliate of Seller (the "**Seller Group**") of and from any and all claims, actions, causes of action, demands, rights, damages, liabilities and costs whatsoever, direct or indirect, known or unknown, which Buyer now has or which may arise in the future, against the Seller Group related in any way to the Property, including, without limitation, all liabilities or obligations relating to environmental matters and Hazardous Materials (as defined in Section 23) located at, on, in, or under the Property or migrating from the Property, regardless of whether such Hazardous Materials are located on, under or in the Property prior to or after the date hereof except for (x) claims resulting from the breach of any representation or warranty or indemnification obligation made by Seller in this Agreement or in any documents delivered by Seller to Buyer on the Closing Date, in each case subject to the limitations of time and money set forth in Section 23 hereof, and (y) fraud.

The parties agree that all understandings and agreements heretofore made between them or their respective agents or representatives are merged in this Agreement and the exhibits hereto annexed, which alone fully and completely express their agreement, and that this Agreement has been entered into after full investigation, or with the parties satisfied with the opportunity afforded for investigation, neither party relying upon any statement or representation by the other unless such statement or representation is expressly set forth in this Agreement or the exhibits annexed hereto or in any documents delivered by Seller to Buyer on the Closing Date. Buyer acknowledges that Seller has given Buyer the opportunity to inspect fully the Property and investigate all matters relevant thereto, and, to rely solely upon the results of Buyer's own inspections or other information obtained or otherwise available to Buyer, provided that the foregoing shall not diminish Buyer's rights with respect to any representations or warranties expressly made by Seller in this Agreement. The provisions of this Section 16 shall survive delivery of the Deed hereunder.

17. **Insurance**. Until delivery of the Deed, Seller shall maintain all risk property insurance with respect to the Property in the amount of full replacement value of the Property. Seller shall not be entitled to any credit on the Closing Date for the prepaid amount of any insurance on the Property.

18. **Adjustments**. Rents, real estate taxes, if any, and water and sewer charges for the then current fiscal year, and any payments in lieu of room, meals and other taxes attributable to periods prior to the Closing Date, shall be apportioned as of the Closing Date, and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price payable by Buyer at the time of delivery of the Deed. Adjustments, if any, of payments due under contracts shall be made as set forth on **Exhibit A**. All deposits and prepaid amounts for reservations for conferences, events and rooms occurring after the Closing Date shall be accounted for as of the Closing Date. The provisions of this Section shall survive delivery of the Deed hereunder for a period of nine (9) months.

19. **Adjustment Of Unassessed And Abated Taxes**. If the amount of said real estate taxes is not known at the time of delivery of the Deed, they shall be apportioned on the basis of the taxes assessed for the preceding tax fiscal year, with a reapportionment as soon as the new tax rate

and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed. The provisions of this Section 19 shall survive delivery of the Deed hereunder.

20. **Buyer's Default; Damages**. If Buyer shall fail to fulfill Buyer's agreements to purchase the Property as provided herein, Seller shall be entitled to recover $400,000.00 from Buyer, which shall be the Seller's sole and exclusive remedy, at law or in equity, for any failure by Buyer to fulfill Buyer's agreement to purchase the Property; provided, however, that this Section 20 shall not apply in the event that Buyer fails to purchase the Property as provided herein due to (i) Buyer's exercise of its rights to terminate pursuant to Section 5 hereof, or (ii) Seller's failure to materially fulfill any of its agreements hereunder.

21. **Warranties and Representations**. Buyer acknowledges that Buyer has not been influenced to enter into this transaction nor has Buyer relied upon any warranties or representations not expressly set forth or incorporated in this Agreement or the Deed, Bill of Sale or the Assignment and Assumption Agreement or in documents delivered by Seller to Buyer on the Closing Date. Buyer warrants and represents to Seller that (a) Buyer has full right and power and all approvals to enter into, execute and deliver this Agreement and to consummate the transaction contemplated hereby, and (b) the individual or individuals executing this Agreement on behalf of Buyer has/have the legal authority to bind Buyer to its performance hereunder.

22. **Brokers**. Buyer and Seller warrant and represent to each other that they have not employed any brokers in connection with this transaction, except for Cushman & Wakefield of Massachusetts, Inc., whose commission shall be paid by Seller. To the extent allowed by law, each party hereby agrees to indemnify the other from the claims of any broker claiming through such party. The provisions of this Section 22 shall survive delivery of the Deed hereunder.

23. **Certain Warranties and Representations by Seller**. Seller warrants and represents as follows, all of which warranties and representations shall be deemed to be repeated and made again at and as of the Closing Date and shall survive delivery of the Deed, Bill of Sale and Assignment and Assumption Agreement hereunder, subject to the limitations set forth below:

    a. To Seller's knowledge, Seller is not in violation of any order, judgment, injunction, award or decree, or any federal, state or local law, ordinance or regulation or any other requirement of a governmental body related to the operation of the Property or Conference Center. Seller is not aware of, and has not received any notice of, any violation of zoning, building, health, environmental or other applicable laws relating to the Property. To Seller's knowledge, Seller has all licenses necessary for the operation of the Conference Center, including without limitation, liquor licenses and victuallers' licenses, except for permits for two (2) elevators from the Commonwealth of Massachusetts Department of Safety pursuant to Chapter 143 of the Massachusetts

General Laws (collectively, the "Elevator Permits"), and all such licenses are in full force and effect as of the date hereof and will be in full force and effect on the Closing Date. Seller shall use commercially reasonable efforts to obtain the Elevator Permits prior to the Closing.

b. To Seller's knowledge, Seller owns good clear and marketable title to the electrical systems, heating system(s), the hot water tank(s) and the security system located on the Real Property and to all of the Personal Property, free and clear of all encumbrances.

c. To Seller's knowledge, there is no insulation containing urea formaldehyde within the Real Property, and there is no underground storage tank at the Real Property.

d. Except as set forth in **Exhibit J** attached hereto, there is no suit, action (legal or administrative), arbitration or other proceeding of any nature pending or, to the knowledge of Seller, threatened against the Property, or against Seller and relating to the Property, and there is not any factual basis known to Seller for any such suit, action, or proceeding.

e. To Seller's knowledge, there is no Hazardous Material in, on or under the Real Property. For the purposes of this agreement, "**Hazardous Material**" shall mean (i) Hazardous Waste, Hazardous Materials and Oil, as such terms are defined in Chapters 21C, 21D and 21E of the General Laws of Massachusetts, and the regulations promulgated there under, as amended from time to time, (ii) radioactive material, including, without limitation, radon, (iii) asbestos, and (iv) any other chemical, material or other matter that is hazardous to health and that is regulated by any applicable law.

f. To Seller's knowledge, no building on the Real Property has been declared a historic building by any governmental agency or authority (nor, to Seller's knowledge, has any person proposed to declare any such building as an historic building), nor is the Real Property located in a historic district as designated by any governmental agency or authority (or as proposed to be so designated) and the Real Property are not a historical or archeological landmark certified under the provisions of M.G.L. Chapter 9, Section 27 and are not owned, preserved or maintained by any historical organization or society as an ancient landmark or as a property of historical or antiquarian interest.

g. No lease, license, or agreement, other than the contracts, licenses and reservations listed in **Exhibit A, Exhibit K** or at the Middlesex County (Southern District) Registry of Deeds, and those reservations permitted pursuant to Section 10 above, is in effect with respect to the Property or any portion thereof. To Seller's knowledge, no person or entity has any interest in the Property or any portion thereof other than Seller.

h. To Seller's knowledge, other than taxes, if any, and the contractual payments and license fees due and deposits held as set forth on **Exhibit A**, or in connection with the reservations permitted pursuant to Section 10 above, there are no liabilities outstanding

with respect to the Property or the operation of the Conference Center, including, without limitation, employee compensation or benefits accrued to the Closing Date.

i. Seller is not the subject of any voluntary or, to its knowledge, involuntary petition in bankruptcy or any other proceeding under any law for relief of debtors, is not under any legal disability, and is otherwise capable of satisfying Seller's obligations hereunder; and Seller will satisfy Seller's obligations hereunder.

j. There are no workers at the Property covered by union contracts. Seller does not employ any workers at the Property.

k. Seller has full right and power and all approvals required to enter into, execute and deliver this Agreement and to consummate the transaction contemplated hereby. The individual or individuals executing this Agreement on behalf of Seller has/have the legal authority to enter into this Agreement and to bind Seller to its performance hereunder.

The representations and warranties of the Seller contained herein shall survive the delivery of the Deed for a period of nine (9) months, and with respect to any written claim made within such period, until final unappealable adjudication or settlement thereof. Any claim relative to such representations and warranties must be delivered to Seller on or before that date which is nine (9) months after the Closing Date, time being of the essence. No such notice of claim shall be effective unless such notice identifies such claim with reasonable specificity or sets forth the primary facts, circumstances, conditions or events then known to Buyer which gave rise to such claim. Notwithstanding anything herein to the contrary, Seller shall in no event have any liability for any claim (i) unless and until the aggregate amount of all such claims exceeds $100,000.00 and then only to the extent such aggregate amount exceeds $100,000.00, or (ii) for any amounts in excess of $3,000,000.00 in the aggregate.

24. <u>Deliveries</u>.

a. Simultaneously with its execution and delivery of this Agreement, Seller shall deliver to Buyer:

   i. An executed Disclosure Statement in the form attached hereto as **Exhibit F** signed under the penalties of perjury, giving the true names and addresses of all persons who have a direct or indirect beneficial interest in the Property, in accordance with the requirements of M.G.L. Chapter 7C, Section 38;

   ii. Copies of all contracts, licenses and permits, including without limitation, the Management Contract, in effect with respect to the operation of the Property to the extent the same are in the possession of Seller, Manager or any agent of Seller.

b. At the time of the delivery of the Deed, Bill of Sale and Assignment and Assumption Agreement hereunder, Seller shall deliver to Buyer the following documents, duly executed by Seller, and Manager, as applicable:

i. The Deed; Seller shall be responsible for the payment of excise taxes/documentary stamps required pursuant to M.G.L. c. 64D, Section 1 in connection with the recording of the Deed, if any;

ii. An affidavit in the form attached hereto as **Exhibit G** that includes Seller's statement, under penalty of perjury, setting forth Seller's taxpayer identification number and certifying that Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended;

iii. All documents necessary to remove or clear any encumbrances on title to the Real Property which Seller has agreed to or is obligated to remove or clear pursuant to the provisions of this Agreement and those documents reasonably necessary in order for Buyer to obtain title insurance with respect to the Real Property without the standard exceptions for mechanic's liens and parties in possession, in a form reasonably acceptable to Buyer's attorney, including, without limitation, an Affidavit in the form attached hereto as **Exhibit H**, and any other documents, in a form reasonably acceptable to Buyer's attorney, that are reasonably necessary in order for Buyer to obtain title insurance with respect to the Real Property subject only to the encumbrances that Buyer has accepted, or is deemed to have accepted, or to which it has waived its right to object, or is deemed to have waived its right to object, pursuant to the provisions of this Agreement, whether or not the Buyer actually purchases title insurance;

iv. A copy of the Articles of Organization of Seller, and any amendments thereto, certified by the Massachusetts Secretary of State;

v. Certificates of Good Standing and Legal Existence issued by the Massachusetts Secretary of State pursuant to M.G.L. Chapter 156B, Section 116;

vi. Bylaws of Seller and any amendments thereto, certified by the Clerk of Seller;

vii. A certificate of the Clerk of Seller certifying the names, signatures and incumbency of the person or persons signing the Deed, Bill of Sale and Assignment and Assumption Agreement on behalf of Seller;

viii. A certificate of the Clerk of Seller attesting that the person or persons signing the Deed, Bill of Sale and Assignment and Assumption Agreement on behalf of Seller has been duly authorized to do so by the Board of Trustees of Seller and that such vote remains in full force and effect as of the Closing Date;

ix. An OFAC Representation in the form attached hereto as **Exhibit I**;

x. All building plans and specifications, warranties, and operating manuals in Seller's possession relating to the construction or operation of the Property or any fixtures or equipment therein;

xi. Possession of all Personal Property listed on **Exhibit A** and all keys, combinations, security codes, garage door openers, and the like providing access to the Property;

xii. The Bill of Sale;

xiii. Directions to release the Management Agreement Amendment from escrow;

xiv. The Existing Reservation Agreement;

xv. The Assignment and Assumption Agreement;

xvi. Copies of all the contracts, permits and licenses listed on **Exhibit A** if not previously delivered to Buyer;

xvii. An opinion of Seller's counsel (which may be provided by Seller's General Counsel) with respect to (a) the authority of Seller to enter into the transactions contemplated by this Agreement and to deliver the Deed; and (b) the enforceability of this Agreement and the documents to be executed by Seller and delivered pursuant hereto; and

xviii. A closing statement setting forth the Purchase Price and the closing adjustments and prorations in form and substance reasonably satisfactory to Buyer and Seller (the "**Closing Statement**").

c. At the time of the delivery of the Deed, Bill of Sale and Assignment and Assumption Agreement hereunder, Buyer shall deliver to Seller the following documents duly executed by Buyer, as applicable:

i. The Purchase Price;

ii. The Existing Reservation Agreement;

iii. The Assignment and Assumption Agreement;

iv. Evidence that all necessary approvals and/or consents by Buyer have been obtained and such other evidence reasonably satisfactory to Seller of the authority of Buyer to complete the transactions contemplated by this Agreement;

v. The Closing Statement; and

vi. All other documents reasonably required to effectuate this Agreement and the transactions contemplated hereby.

25. **Covenants of Seller**. Subject to the provisions of Section 10 above, during the period between the date of this Agreement and the Closing Date, Seller shall continue to conduct the operation of the Conference Center as presently conducted.

26. **Notices**. Any notice, demand, or request required or provided under or in connection with this Agreement shall be in writing and shall be deemed to have been duly given or made if sent by recognized overnight delivery service with confirmation of delivery by the sender, or by certified mail, postage prepaid, return receipt requested, addressed to the party to be bound thereby at such address as shall be furnished from time to time for that purpose by written notice given by that party to the other, such addresses being until such further notice is given, as follows:

If to Seller, to:
Northeastern University
360 Huntington Avenue
Boston, MA 02115
ATT: Senior Vice President and General Counsel

with a copy to:
Northeastern University
360 Huntington Avenue, 140 CN
Boston, MA 02115
ATT: Kathy Spiegelman

with a copy to:
Northeastern University
360 Huntington Avenue, 378 CP
Boston, MA 02115
ATT: Michael A. Glover

If to Buyer, to:
Massachusetts State College Building Authority
253 Summer Street, 3rd Floor
Boston, MA 02210
ATT: Executive Director

with a copy to:
Commonwealth of Massachusetts
Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor
Boston, MA 02108
ATT: General Counsel

with a copy to:
Framingham State University
Office of Administration, Finance and Information Technology
100 State Street

Framingham, MA 01702
ATT: Dale Hamel

with a copy to: Krokidas & Bluestein LLP
600 Atlantic Avenue, 19th floor
Boston, MA 02210
ATT: Kathryn Murphy

27. **No Liability of Employees**. No official, employee, agent or consultant of Buyer or Seller shall be personally liable to the other party or to any successor in interest or person claiming by or through such other party for any default or breach of this Agreement, or for any amount which may become due or on any claim, cause or obligation whatsoever under the terms of this Agreement.

28. **Construction of Agreement**. This Agreement may be executed in multiple counterparts and is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by the Seller and Buyer. If two or more persons or entities are named herein as Buyer or as Seller, their obligations hereunder shall be joint and several. The captions are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it. If any party to this Agreement executes this Agreement and delivers (either directly or through such party's attorney) an executed copy of the signature page thereof by facsimile or electronic transmission to another party (or to such other party's attorney), receipt of such transmission by the party to whom it is addressed (or by such party's attorney) shall constitute legally binding execution and delivery of this Agreement by the party who transmitted the same, and no further execution or delivery shall be required to bind such party to this Agreement, whether or not the parties elect to circulate thereafter a so-called hard copy of this Agreement for signature by such party.

29. **Waiver.** Seller hereby waives for itself and any occupants of the Real Property any right to claim benefits under any applicable relocation assistance, it being understood that the Purchase Price is intended to be net of any such claims and that Buyer would have reduced the Purchase Price by the amount of such claims had Seller not waived them.

[This space intentionally blank. Signatures on following page.]

EXECUTED under seal as of the date set forth above.

SELLER: NORTHEASTERN UNIVERSITY

Greg Cindell

Greg Cindell, AVP Finance

BUYER: MASSACHUSETTS STATE COLLEGE BUILDING AUTHORITY

By: _____
Edward H. Adelman, Executive Director

AGREED TO AND ACCEPTED BY: COMMONWEALTH OF MASSACHUSETTS, Acting by and through its Division of Capital Management and Maintenance by and on behalf of Framingham State University

By: _____
Carol W. Gladstone, Commissioner

FRAMINGHAM STATE UNIVERSITY

By: _____
Dale Hamel, Executive Vice President

APPROVED
as to form
M.G. 2/23/16

EXECUTED under seal as of the date set forth above.

SELLER: NORTHEASTERN UNIVERSITY

_____

_____

BUYER: MASSACHUSETTS STATE COLLEGE BUILDING AUTHORITY

By: _____
Edward H. Adelman, Executive Director

AGREED TO AND ACCEPTED BY: COMMONWEALTH OF MASSACHUSETTS, Acting by and through its Division of Capital Management and Maintenance by and on behalf of Framingham State University

By: _____
Carol W. Gladstone, Commissioner

FRAMINGHAM STATE UNIVERSITY

By: _____
Dale Hamel, Executive Vice President

EXECUTED under seal as of the date set forth above.

SELLER: NORTHEASTERN UNIVERSITY

_____

_____

BUYER: MASSACHUSETTS STATE COLLEGE BUILDING AUTHORITY

By: _____
Edward H. Adelman, Executive Director

AGREED TO AND ACCEPTED BY: COMMONWEALTH OF MASSACHUSETTS, Acting by and through its Division of Capital Management and Maintenance by and on behalf of Framingham State University

By: _____
Carol W. Gladstone, Commissioner

FRAMINGHAM STATE UNIVERSITY

By: _____
Dale Hamel, Executive Vice President

EXECUTED under seal as of the date set forth above.

SELLER: NORTHEASTERN UNIVERSITY

_____

_____

BUYER: MASSACHUSETTS STATE COLLEGE BUILDING AUTHORITY

By: _____
Edward H. Adelman, Executive Director

AGREED TO AND ACCEPTED BY: COMMONWEALTH OF MASSACHUSETTS, Acting by and through its Division of Capital Management and Maintenance by and on behalf of Framingham State University

By: _____
Carol W. Gladstone, Commissioner

FRAMINGHAM STATE UNIVERSITY

By: _____
Dale Hamel, Executive Vice President

EXHIBIT A

SCHEDULE OF FURNISHINGS, EQUIPMENT, INVENTORY, CONTRACTS, PERMITS AND LICENSES

Furnishings, Equipment and Inventory

See Schedule A-1 attached

Contracts

1. Management Contract

Reservations

See Schedule A-2 attached. Notwithstanding any provision of the Agreement to the contrary, Schedule A-2 shall be appropriately updated on the Closing Date.

Permits and Licenses

1. Permit # 16-053 issued by the Town of Ashland Board of Health for the operation of a food establishment.
2. Permit # 16-008 issued by the Town of Ashland Board of Health for catering
3. License # 00400034 issued by the Town of Ashland Licensing Board for the sale of alcoholic beverages.
4. License # 16-010 issued by the Town of Ashland Licensing Board re: entertainment.
5. License # 16-010 issued by the Town of Ashland Licensing Board re: entertainment on Sunday.
6. License # 16-028 issued by the Town of Ashland Licensing Board re: common victuals.
7. Certificate #15-47 issued by the Building Inspector and the Fire Chief of the Town of Ashland relative to the so-called "Warren House."
8. Certificate #15-41 issued by the Building Inspector and the Fire Chief of the Town of Ashland relative to the so-called "Cottage #1."
9. Certificate #15-42 issued by the Building Inspector and the Fire Chief of the Town of Ashland relative to the so-called "Cottage #2."
10. Certificate #15-43 issued by the Building Inspector and the Fire Chief of the Town of Ashland relative to the so-called "Cottage #3."
11. Certificate #15-44 issued by the Building Inspector and the Fire Chief of the Town of Ashland relative to the so-called "Cottage #4."
12. Certificate #15-45 issued by the Building Inspector and the Fire Chief of the

Town of Ashland relative to the so-called "Cottage #5."

13. Certificate #15-85 issued by the Building Inspector and the Fire Chief of the Town of Ashland relative to the so-called "Inn at Warren."
14. Certificate #15-46 issued by the Building Inspector and the Fire Chief of the Town of Ashland relative to the so-called "Northern Lodge."
15. Certificate #15-40 issued by the Building Inspector and the Fire Chief of the Town of Ashland relative to the so-called "Hayden Lodge."

SCHEDULE A-1

[see attached]

Warren Conference Center and Inn
Furniture, Fixture and Equipment Inverntory June 2015

Values calculated using a combination of replacement cost and estimated value based on market value (vehicles and machinery). All kitchen equipment is based on replacement cost.

Building	Total
Warren House	$ 166,209
Inn	$ 647,118
Northern Lodge	$ 32,549
Cabin 1	$ 9,478
Cabin 2	$ 9,478
Cabin 3	$ 9,478
Cabin 4	$ 9,478
Cabin 5	$ 9,478
Hayden Lodge	$ 477,700
Hall House	$ 20,847
Hall House Barn	$ 89,996
Carriage House	$ 74,638
The Barn	$ 34,440
Sheds	$ 23,183
Total	$ 1,614,070

Warren Conference Center and Inn
Furniture, Fixture and Equipment Inverntory June 2015

WARREN HOUSE

Item Description	Location	Quantity	Cost (each)	Total
Office Chair	Office	5	$ 500	$ 2,500
Office Chair	Office	3	$ 177	$ 531
Office Desk	Office	2	$ 254	$ 508
Office Desk - Corner	Office	8	$ 610	$ 4,880
File Cabinet - 5 Drawer	Office	1	$ 1,296	$ 1,296
File Cabinet	Office	1	$ 170	$ 170
Guest Chairs - Wood	Office	11	$ 160	$ 1,760
Book Case - Metal	Office	2	$ 134	$ 268
Computer	Office	9	$ 455	$ 4,095
Monitor	Office	11	$ 80	$ 880
Mouse	Office	10	$ 10	$ 100
Keyboard	Office	10	$ 20	$ 200
Phone	Office	9	$ 260	$ 2,340
Clock Radio	Office	1	$ 23	$ 23
Air Conditioner	Office	9	$ 240	$ 2,160
Waste Basket	Office	8	$ 8	$ 64
Speakers	Office	6	$ 13	$ 78
Lamp	Office	16	$ 50	$ 800
Chair Mat	Office	8	$ 45	$ 360
Office Desk	Clock Lounge	1	$ 254	$ 254
Guest Chairs - Wood	Clock Lounge	1	$ 160	$ 160
Art	Office	24	$ 70	$ 1,680
Credenza - Lateral 4 Drawer	Office	1	$ 2,490	$ 2,490
Rocking Chair	Office	4	$ 180	$ 720
Lamp - Floor	Office	3	$ 72	$ 216
Table - Round Guest	Office	2	$ 220	$ 440
Printer - Laser	Office	3	$ 130	$ 390
Power Strip	Office	8	$ 15	$ 120
End Table	Office	4	$ 90	$ 360
Radio w/Charger	Office	3	$ 438	$ 1,314
Love Seat	Office	2	$ 430	$ 860
File Cabinet - Lateral 2 Drawer	Office	1	$ 230	$ 230
Book Case - Wood	Office	2	$ 97	$ 194
Laptop - Computer	Office	1	$ 399	$ 399
Radio - Bose	Office	1	$ 500	$ 500
Espresso Machine	Office	1	$ 179	$ 179
File Cabinet - Lateral 4 Drawer	Office	2	$ 530	$ 1,060
Directors Chair	Office	2	$ 70	$ 140
Fire Place Screen	Office	1	$ 55	$ 55
Fire Place Tools	Office	1	$ 73	$ 73
Fan	Office	1	$ 21	$ 21
Refrigerator - Small	Office	1	$ 190	$ 190
File Cabinet - 2 Drawer	Office	3	$ 180	$ 540

Warren Conference Center and Inn
Furniture, Fixture and Equipment Inverntory June 2015

WARREN HOUSE CONTINUED

Item Description	Location	Quantity	Cost (each)	Total
Heater - Portable	Office	1	$ 39	$ 39
Art	Bathrooms/Common Areas	5	$ 70	$ 350
Bench	Bathrooms/Common Areas	1	$ 50	$ 50
Waste Basket	Bathrooms/Common Areas	1	$ 8	$ 8
Waste Basket	Mail Room	1	$ 8	$ 8
File Cabinet - Lateral 4 Drawer	Mail Room	2	$ 530	$ 1,060
File Cabinet - Lateral High	Mail Room	1	$ 926	$ 926
Credenza - Lateral 4 Drawer	Mail Room	1	$ 103	$ 103
Microwave	Mail Room	1	$ 103	$ 103
Refrigerator - Small	Mail Room	1	$ 190	$ 190
Shredder	Mail Room	1	$ 45	$ 45
Binder	Mail Room	1	$ 215	$ 215
Laminator	Mail Room	2	$ 250	$ 500
Office/Banquet Chair (New)	Spruce Room	8	$ 500	$ 4,000
Phone	Spruce Room	1	$ 260	$ 260
Waste Basket	Spruce Room	1	$ 8	$ 8
Conference Table	Spruce Room	1	$ 899	$ 899
Art	Spruce Room	2	$ 70	$ 140
Fire Place Tools	Spruce Room	1	$ 73	$ 73
Computer	Clock Lounge	1	$ 455	$ 455
Monitor	Clock Lounge	1	$ 80	$ 80
Mouse	Clock Lounge	1	$ 10	$ 10
Keyboard	Clock Lounge	1	$ 20	$ 20
Phone	Clock Lounge	1	$ 260	$ 260
Waste Basket	Clock Lounge	2	$ 8	$ 16
Lamp	Clock Lounge	3	$ 50	$ 150
Wing Back Chair	Clock Lounge	2	$ 399	$ 798
Lamp - Floor	Clock Lounge	1	$ 72	$ 72
End Table	Clock Lounge	1	$ 90	$ 90
Entry Table	Clock Lounge	1	$ 40	$ 40
Grand Father Clock	Clock Lounge	2	$ 1,500	$ 3,000
Art	Clock Lounge	7	$ 70	$ 490
Waste Basket	Telechron Room	3	$ 8	$ 24
Office/Banquet Chair (New)	Telechron Room	9	$ 500	$ 4,500
Banquet Table - 6 Ft	Telechron Room	23	$ 147	$ 3,381
Fire Place Screen	Telechron Room	1	$ 55	$ 55
Fire Place Tools	Telechron Room	1	$ 73	$ 73
Wood Holder	Telechron Room	1	$ 135	$ 135
Clock	Telechron Room	1	$ 22	$ 22
Entrance Mat	Telechron Room	1	$ 50	$ 50
LCD Projector	Telechron Room	1	$ 7,000	$ 7,000
Microphone	Telechron Room	1	$ 320	$ 320
Microphone Stand	Telechron Room	1	$ 24	$ 24
Office/Banquet Chair (New)	Ash Room	9	$ 500	$ 4,500
Phone	Ash Room	1	$ 260	$ 260

Warren Conference Center and Inn
Furniture, Fixture and Equipment Inverntory June 2015

WARREN HOUSE CONTINUED

Item Description	Location	Quantity	Cost (each)	Total
Waste Basket	Ash Room	1	$ 8	$ 8
Conference Table	Ash Room	1	$ 899	$ 899
Clock	Ash Room	1	$ 22	$ 22
Art	Ash Room	2	$ 70	$ 140
Office Chair	Birch Room	33	$ 500	$ 16,500
Phone	Birch Room	1	$ 260	$ 260
Waste Basket	Birch Room	2	$ 8	$ 16
Banquet Table - 6 Ft	Birch Room	10	$ 147	$ 1,470
Easle	Birch Room	1	$ 85	$ 85
Easle Pad	Birch Room	1	$ 25	$ 25
Art	Birch Room	4	$ 70	$ 280
Banquet Table - Round	Birch Room	8	$ 195	$ 1,560
Waste Basket	Telechron Break Area & Storage	3	$ 8	$ 24
Lamp	Telechron Break Area & Storage	1	$ 50	$ 50
Entry Table	Telechron Break Area & Storage	2	$ 40	$ 80
Coffee Machine - Dual	Telechron Break Area & Storage	1	$ 2,215	$ 2,215
Coffee Grinder	Telechron Break Area & Storage	1	$ 920	$ 920
Toaster	Telechron Break Area & Storage	1	$ 400	$ 400
Beverage Air Refrigerator	Telechron Break Area & Storage	1	$ 1,500	$ 1,500
Art	Telechron Break Area & Storage	5	$ 70	$ 350
Clock	Telechron Break Area & Storage	1	$ 22	$ 22
Glasses - Water	Telechron Break Area & Storage	45	$ 3	$ 135
Mugs - Coffee	Telechron Break Area & Storage	59	$ 6	$ 354
Cream Holders - Small	Telechron Break Area & Storage	8	$ 6	$ 48
B&B	Telechron Break Area & Storage	73	$ 3	$ 219
Forks	Telechron Break Area & Storage	36	$ 3	$ 108
Spoons	Telechron Break Area & Storage	12	$ 2	$ 24
Knives - Butter	Telechron Break Area & Storage	22	$ 3	$ 66
Guest Chairs - Wood	Common Areas & Bathrooms	1	$ 160	$ 160
Phone	Common Areas & Bathrooms	1	$ 260	$ 260
Waste Basket	Common Areas & Bathrooms	7	$ 8	$ 56
Lamp	Common Areas & Bathrooms	1	$ 50	$ 50
Wing Back Chair	Common Areas & Bathrooms	6	$ 399	$ 2,394
End Table	Common Areas & Bathrooms	1	$ 90	$ 90
Art	Common Areas & Bathrooms	17	$ 70	$ 1,190
Power Strip	Common Areas & Bathrooms	4	$ 15	$ 60
Coat Rack w/Hangers	Common Areas & Bathrooms	1	$ 200	$ 200
Fire Place Screen	Common Areas & Bathrooms	1	$ 55	$ 55
Umbrellas	Common Areas & Bathrooms	8	$ 11	$ 88
Vacuum	Common Areas & Bathrooms	2	$ 219	$ 438
Sign Holder - Stand	Common Areas & Bathrooms	1	$ 119	$ 119
Easel	Common Areas & Bathrooms	8	$ 85	$ 680
Podium	Common Areas & Bathrooms	1	$ 589	$ 589
Fan	Common Areas & Bathrooms	1	$ 21	$ 21
Easel Pad	Common Areas & Bathrooms	3	$ 25	$ 75

Warren Conference Center and Inn
Furniture, Fixture and Equipment Inverntory June 2015

WARREN HOUSE CONTINUED

Item Description	Location	Quantity	Cost (each)	Total
80" Flatpanel LED Monitor	Maple Room	1	$ 5,500	$ 5,500
Office/Banquet Chair (New)	Maple Room	22	$ 500	$ 11,000
Waste Basket	Maple Room	2	$ 8	$ 16
Banquet Table - Round	Maple Room	3	$ 195	$ 585
Banquet Table - 6 Ft	Maple Room	1	$ 147	$ 147
Power Strip	Maple Room	3	$ 15	$ 45
Clock	Maple Room	1	$ 22	$ 22
Art	Maple Room	4	$ 70	$ 280
Fire Place Screen	Maple Room	1	$ 55	$ 55
Fire Place Tools	Maple Room	1	$ 73	$ 73
Wood Holder	Maple Room	1	$ 135	$ 135
Chair - Dining	Maple Room	1	$ 170	$ 170
Umbrellas	Maple Room	9	$ 11	$ 99
Phone	Maple Break Area & Bathrooms	2	$ 260	$ 520
Waste Basket	Maple Break Area & Bathrooms	2	$ 8	$ 16
Glasses - Water	Maple Break Area & Bathrooms	20	$ 3	$ 60
B&B	Maple Break Area & Bathrooms	15	$ 3	$ 45
Toaster	Maple Break Area & Bathrooms	1	$ 400	$ 400
Coffee Grinder	Maple Break Area & Bathrooms	1	$ 920	$ 920
Coffee Machine - Dual	Maple Break Area & Bathrooms	1	$ 2,215	$ 2,215
Mugs - Coffee	Maple Break Area & Bathrooms	26	$ 6	$ 156
Spoons	Maple Break Area & Bathrooms	10	$ 2	$ 20
Ice Bucket	Maple Break Area & Bathrooms	3	$ 22	$ 66
Ice Bucket Scoop	Maple Break Area & Bathrooms	2	$ 2	$ 4
Office/Banquet Chair (New)	Maple Storage	22	$ 500	$ 11,000
Banquet Table - Round	Maple Storage	4	$ 195	$ 780
Banquet Table - 6 Ft	Maple Storage	12	$ 147	$ 1,764
Fan	Maple Storage	4	$ 21	$ 84
Coat Rack	Maple Storage	1	$ 180	$ 180
Chafer	Maple Storage	6	$ 628	$ 3,768
Dehumidifier	Maple Storage	1	$ 210	$ 210
Refrigerator - Medium	Maple Storage	1	$ 440	$ 440
Carpet Extractor	Maple Storage	1	$ 1,318	$ 1,318
Fan	Attic	1	$ 21	$ 21
File Cabinet - 2 Drawer	Attic	2	$ 180	$ 360
Art	Attic	43	$ 70	$ 3,010
Chair - Tent	Shed	184	$ 30	$ 5,520
Golf Cart	Shed	1	$ 8,900	$ 8,900
Juniper Sitch	WH Telephone Rm	1	$ 1,600	$ 1,600
				$ 166,209

THE INN

Item Description	Location	Quantity	Cost (each)	Total
Eliptical Machine	Fitness Center	1	$ 1,499	$ 1,499
Exercise Ball	Fitness Center	1	$ 30	$ 30
Floor Mats	Fitness Center	2	$ 30	$ 60

Warren Conference Center and Inn
Furniture, Fixture and Equipment Inverntory June 2015

THE INN CONTINUED

Item Description	Location	Quantity	Cost (each)	Total
Free Weight Set	Fitness Center	1	$ 600	$ 600
Free Weight Stand	Fitness Center	1	$ 100	$ 100
Kettle Ball Rack	Fitness Center	1	$ 120	$ 120
Kettle Balls	Fitness Center	3	$ 50	$ 150
Machine Floor Mats	Fitness Center	5	$ 40	$ 200
Multi Use Fitness Machine	Fitness Center	1	$ 1,499	$ 1,499
Phone	Fitness Center	1	$ 48	$ 48
Refrigerators	Fitness Center	1	$ 193	$ 193
Stair Master	Fitness Center	1	$ 1,500	$ 1,500
Stationary Bikes	Fitness Center	2	$ 800	$ 1,600
Storage Rack	Fitness Center	1	$ 150	$ 150
Treadmill	Fitness Center	1	$ 500	$ 500
Weight Machine	Fitness Center	4	$ 800	$ 3,200
Work Out Bench	Fitness Center	1	$ 270	$ 270
Amenity Tray	Guest Room Bathroom	49	$ 13	$ 637
Bath Mat	Guest Room Bathroom	49	$ 3	$ 147
Bath Towels	Guest Room Bathroom	147	$ 6	$ 882
Coffee Maker	Guest Room Bathroom	49	$ 33	$ 1,617
Coffee Tray	Guest Room Bathroom	49	$ 4	$ 196
Face Towels	Guest Room Bathroom	147	$ 1	$ 147
Hand Towels	Guest Room Bathroom	147	$ 2	$ 294
Kleenex Cover	Guest Room Bathroom	49	$ 10	$ 490
Shower Curtain	Guest Room Bathroom	49	$ 8	$ 392
Shower Hooks	Guest Room Bathroom	588	$ 1	$ 588
Shower Liner	Guest Room Bathroom	49	$ 5	$ 245
Soap Dishes	Guest Room Bathroom	49	$ 4	$ 196
Art	Guest Rooms	120	$ 69	$ 8,280
Beds	Guest Rooms	64	$ 660	$ 42,240
Bed Skirt	Guest Rooms	49	$ 105	$ 5,145
Bistro Tables	Guest Rooms	49	$ 1,105	$ 54,145
Bose Radios	Guest Rooms	49	$ 350	$ 17,150
Comforters	Guest Rooms	49	$ 47	$ 2,303
Desk	Guest Rooms	49	$ 299	$ 14,651
Dresser	Guest Rooms	49	$ 1,755	$ 85,995
Duvet Cover	Guest Rooms	64	$ 173	$ 11,072
Euro Pillows	Guest Rooms	128	$ 16	$ 2,048
Euro Shams	Guest Rooms	128	$ 93	$ 11,904
Fitted Sheet	Guest Rooms	64	$ 10	$ 640
Flat Sheet	Guest Rooms	64	$ 11	$ 704
Framed Mirror	Guest Rooms	49	$ 200	$ 9,800
Glassware	Guest Rooms	98	$ 1	$ 98
Guest Room Directory	Guest Rooms	100	$ 26	$ 2,600
Hangers	Guest Rooms	548	$ 1	$ 548
Ice Bucket	Guest Rooms	49	$ 24	$ 1,176
Ice Bucket Tray	Guest Rooms	49	$ 3	$ 147

Warren Conference Center and Inn
Furniture, Fixture and Equipment Inverntory June 2015

THE INN CONTINUED

Item Description	Location	Quantity	Cost (each)	Total
Iron	Guest Rooms	49	$ 25	$ 1,225
Iron Holder	Guest Rooms	49	$ 11	$ 539
Ironing Board	Guest Rooms	49	$ 24	$ 1,176
Lamps	Guest Rooms	181	$ 50	$ 9,050
Leather Desk Pad	Guest Rooms	49	$ 156	$ 7,644
Luggage Stand	Guest Rooms	69	$ 22	$ 1,518
Mattress/ Boxspring	Guest Rooms	49	$ 365	$ 17,885
Microwaves	Guest Rooms	2	$ 30	$ 60
Night Stands	Guest Rooms	64	$ 429	$ 27,456
Phones	Guest Rooms	98	$ 48	$ 4,704
Pillow Cases	Guest Rooms	128	$ 3	$ 384
Pillows	Guest Rooms	181	$ 5	$ 905
Refrigerators	Guest Rooms	14	$ 193	$ 2,702
Stand Up Mirror	Guest Rooms	49	$ 55	$ 2,695
Television	Guest Rooms	49	$ 400	$ 19,600
Throw	Guest Rooms	49	$ 119	$ 5,831
Trash Cans	Guest Rooms	98	$ 6	$ 588
Window Curtain	Guest Rooms	49	$ 164	$ 8,036
Windows Sheer	Guest Rooms	49	$ 119	$ 5,831
Wing Back Chairs	Guest Rooms	34	$ 399	$ 13,566
Wooden Chairs	Guest Rooms	147	$ 159	$ 23,373
Hallway Art	Inn Hallways	40	$ 70	$ 2,800
Art	Inn Lobby	95	$ 70	$ 6,650
Baby Grand Piano	Inn Lobby	1	$ 4,500	$ 4,500
Book Shelf	Inn Lobby	1	$ 81	$ 81
China Cabinet	Inn Lobby	1	$ 500	$ 500
Clocks	Inn Lobby	2	$ 60	$ 120
Coffee Table	Inn Lobby	3	$ 455	$ 1,365
Computer	Inn Lobby	4	$ 455	$ 1,820
Computer Chairs	Inn Lobby	4	$ 120	$ 480
Couch	Inn Lobby	2	$ 800	$ 1,600
Desk	Inn Lobby	2	$ 299	$ 598
Dining Table	Inn Lobby	1	$ 905	$ 905
File Cabinet	Inn Lobby	2	$ 180	$ 360
Fire Place Screen	Inn Lobby	1	$ 55	$ 55
Fire Place Tool Set	Inn Lobby	1	$ 73	$ 73
Key Machine	Inn Lobby	1	$ 600	$ 600
Keyboards	Inn Lobby	4	$ 20	$ 80
Lamps	Inn Lobby	6	$ 50	$ 300
Leather Chairs	Inn Lobby	4	$ 499	$ 1,996
Long Wooden Tables	Inn Lobby	6	$ 455	$ 2,730
Luggage Cart	Inn Lobby	1	$ 691	$ 691
Mouse	Inn Lobby	4	$ 20	$ 80
Printer	Inn Lobby	2	$ 130	$ 260
Radios w. charger	Inn Lobby	2	$ 438	$ 876

Warren Conference Center and Inn
Furniture, Fixture and Equipment Inverntory June 2015

THE INN CONTINUED

Item Description	Location	Quantity	Cost (each)	Total
Rocking Chairs	Inn Lobby	4	$ 180	$ 720
Computer Monitor	Inn Lobby	4	$ 149	$ 596
Side Tables	Inn Lobby	8	$ 90	$ 720
Switch Board Phone	Inn Lobby	1	$ 1,000	$ 1,000
Telephones	Inn Lobby	4	$ 48	$ 192
Trash Cans	Inn Lobby	3	$ 6	$ 18
Wing Back Chairs	Inn Lobby	8	$ 399	$ 3,192
Wooden Bowls	Inn Lobby	2	$ 100	$ 200
Wooden Chairs	Inn Lobby	2	$ 159	$ 318
Amenity Tray	Laundry Room	18	$ 13	$ 234
Bath Mat	Laundry Room	133	$ 3	$ 399
Bath Towels	Laundry Room	444	$ 6	$ 2,664
Coffee Maker	Laundry Room	2	$ 33	$ 66
Comforters	Laundry Room	25	$ 47	$ 1,175
Duvet Cover	Laundry Room	80	$ 173	$ 13,840
Euro Shams	Laundry Room	26	$ 93	$ 2,418
Face Towels	Laundry Room	179	$ 1	$ 179
Glassware	Laundry Room	50	$ 1	$ 50
Hair Dryer	Laundry Room	2	$ 26	$ 52
Hand Towels	Laundry Room	248	$ 2	$ 496
Hangers	Laundry Room	31	$ 1	$ 31
Housekeepng Carts	Laundry Room	3	$ 570	$ 1,710
Ice Buckets	Laundry Room	2	$ 24	$ 48
Iron	Laundry Room	1	$ 25	$ 25
Ironing Board	Laundry Room	1	$ 24	$ 24
Luggage Stand	Laundry Room	9	$ 22	$ 198
Pack N Plays	Laundry Room	3	$ 76	$ 228
Pillow Cases	Laundry Room	242	$ 3	$ 726
Pillows	Laundry Room	4	$ 5	$ 20
Queen Blanket	Laundry Room	15	$ 20	$ 300
Queen Fitted Sheets	Laundry Room	138	$ 10	$ 1,380
Queen Flat Sheets	Laundry Room	549	$ 11	$ 6,039
Queen Mattress Pads	Laundry Room	15	$ 16	$ 240
Rollaway Beds	Laundry Room	6	$ 495	$ 2,970
Shelving Units	Laundry Room	12	$ 500	$ 6,000
Shower Curtains	Laundry Room	4	$ 8	$ 32
Soap Dishes	Laundry Room	12	$ 4	$ 48
Twin Fitted Sheets	Laundry Room	63	$ 7	$ 441
Twin Flat Sheets	Laundry Room	111	$ 9	$ 999
Twin Mattress Pads	Laundry Room	16	$ 7	$ 112
Vaccuums	Laundry Room	3	$ 244	$ 732
Juniper Sitch (NU)	Inn Basement	3	$ 1,600	$ 4,800
APC Backups (NU)	Inn Basement	2	$ 365	$ 730
Nortel Telephone Sytm	Inn Basement	1	$ 60,000	$ 60,000
Telepnone Modem	Inn Basement	1	$ 250	$ 250

Warren Conference Center and Inn
Furniture, Fixture and Equipment Inverntory June 2015

THE INN CONTINUED

Item Description	Location	Quantity	Cost (each)	Total
Console (wakeup calls)	Frontdesk	1	$ 499	$ 499
DMX Sound Box	Inn Basement	1	$ 129	$ 129
Analog Phone	Inn Basement	5	$ 154	$ 770
New Analog Phones	Inn Basement	2	$ 154	$ 308
Server	Inn Basement	1	$ 7,500	$ 7,500
Desktop Computers	Inn Basement	3	$ 563	$ 1,689
New Keyboards	Inn Basement	3	$ 15	$ 45
New Mice	Inn Basement	4	$ 10	$ 40
2 Port USB Switch	Inn Basement	2	$ 40	$ 80
Table	Inn Basement	1	$ 20	$ 20
Fan	Inn Basement	1	$ 20	$ 20
Computer Desktops	Office	4	$ 563	$ 2,252
Lg Flat Monitor	Office	1	$ 34	$ 34
Printer	Office	1	$ 385	$ 385
Book shelf	Office	1	$ 20	$ 20
Digital Phone	Office	1	$ 154	$ 154
Large File Cabinet	Office	1	$ 35	$ 35
Mugs	Kitchenette	68	$ 6	$ 408
B&B	Kitchenette	122	$ 3	$ 366
Soup Bowls	Kitchenette	11	$ 7	$ 77
Salad Plate	Kitchenette	20	$ 3	$ 60
Dinner plate	Kitchenette	16	$ 15	$ 240
Water Glasses	Kitchenette	9	$ 3	$ 27
Sm Rocks Glasses	Kitchenette	2	$ 3	$ 6
Footed Rocks Glass	Kitchenette	7	$ 3	$ 21
Misc. Wine Glass	Kitchenette	14	$ 6	$ 84
Sm Beer Glass	Kitchenette	39	$ 2	$ 78
Footed Highball	Kitchenette	18	$ 2	$ 36
Sm Wine Glass	Kitchenette	31	$ 3	$ 93
Martini Glass	Kitchenette	8	$ 3	$ 24
Snifter Glass	Kitchenette	2	$ 2	$ 4
Sm Highball	Kitchenette	4	$ 2	$ 8
Lg Highball	Kitchenette	3	$ 3	$ 9
Water Glasses	Res Break Area	9	$ 3	$ 27
Mugs	Res Break Area	10	$ 6	$ 60
B&B	Res Break Area	14	$ 3	$ 42
Cherry Side Phone table	Reservoir Room	1	$ 90	$ 90
Wall Clock	Reservoir Room	2	$ 30	$ 60
Coverlet	Reservoir Room	2	$ 40	$ 80
Trash Cans	Reservoir Room	4	$ 8	$ 32
Phone	Reservoir Room	1	$ 259	$ 259
Candy dish	Reservoir Room	4	$ 1	$ 4
LCD Projector	Reservoir Room	2	$ 7,000	$ 14,000
Trash Cans	Reservoir Storage	18	$ 8	$ 144
Long Chafing Dish	Reservoir Storage	3	$ 872	$ 2,616

Warren Conference Center and Inn
Furniture, Fixture and Equipment Inverntory June 2015

THE INN CONTINUED

Item Description	Location	Quantity	Cost (each)	Total
Overhead Projector	Reservoir Storage	1	$ 100	$ 100
Soup Chafer	Reservoir Storage	1	$ 628	$ 628
Candy Dishes	Reservoir Storage	12	$ 1	$ 12
Coverlet	Reservoir Storage	7	$ 40	$ 280
Skirting	Reservoir Storage	6	$ 11	$ 66
White Board	Reservoir Storage	1	$ 330	$ 330
Shelving Unit	Reservoir Storage	2	$ 165	$ 330
Floor Hokey	Reservoir Storage	1	$ 54	$ 54
Extension Cords	Reservoir Storage	12	$ 13	$ 156
black metal cocktail tables	Outdoor Furniture	14	$ 329	$ 4,606
black metal cocktail chairs	Outdoor Furniture	40	$ 250	$ 10,000
wooden green bench	Outdoor Furniture	2	$ 50	$ 100
wooden green rockers	Outdoor Furniture	2	$ 115	$ 230
new plastic deck tables	Outdoor Furniture	2	$ 40	$ 80
new plastic deck chairs	Outdoor Furniture	20	$ 32	$ 640
umbrellas	Outdoor Furniture	2	$ 11	$ 22
metal office desk	Inn Basement	1	$ 260	$ 260
maintenance service cart	Inn Basement	1	$ 130	$ 130
portable air conditiner	Inn Basement	2	$ 240	$ 480
humidifer	Inn Basement	3	$ 70	$ 210
toilet	Inn Basement	1	$ 130	$ 130
shop vacuum	Inn Basement	1	$ 200	$ 200
up right vacuum	Inn Basement	1	$ 244	$ 244
circular fans	Inn Basement	6	$ 21	$ 126
ceiling tiles cases	Inn Basement	8	$ 47	$ 376
gallons of paint 60 gal.	Inn Basement	1	$ 550	$ 550
plumbing supplies	Inn Basement	1	$ 80	$ 80
extra door locks	Inn Basement	4	$ 349	$ 1,396
extra hvac supplies	Inn Basement	1	$ 200	$ 200
desk lamps	Inn Basement	30	$ 40	$ 1,200
floor lamps	Inn Basement	9	$ 50	$ 450
lamp shades	Inn Basement	30	$ 9	$ 270
extra dresser glass	Inn Basement	2	$ 50	$ 100
6' ladders	Inn Basement	2	$ 77	$ 154
mini refridge.	Inn Basement	1	$ 190	$ 190
fiberglass ladder 12'	Inn Basement	1	$ 149	$ 149
aluminunm extension ladders	Inn Basement	2	$ 279	$ 558
Extension Cords	Reservoir Storage	12	$ 5	$ 60
60" Round Tables	Reservoir	9	$ 195	$ 1,755
6' Classroom tables	Reservoir	29	$ 147	$ 4,263
6' banquet Tables	Reservoir	2	$ 147	$ 294
Black Meeting Chairs	Reservoir	61	$ 50	$ 3,050
				$ 647,118

Warren Conference Center and Inn
Furniture, Fixture and Equipment Inverntory June 2015

NORHERN LODGE

Item Description	Location	Quantity	Cost (each)	Total
Amenity Tray	Guest Room Bathroom	4	$ 13	$ 52
Coffee Maker	Guest Room Bathroom	4	$ 33	$ 132
Coffee Tray	Guest Room Bathroom	4	$ 4	$ 16
Shower Curtain	Guest Room Bathroom	4	$ 8	$ 32
Shower Liner	Guest Room Bathroom	4	$ 5	$ 20
Shower Hooks	Guest Room Bathroom	48	$ 1	$ 48
Bath Towels	Guest Room Bathroom	12	$ 6	$ 72
Hand Towels	Guest Room Bathroom	12	$ 2	$ 24
Face Towels	Guest Room Bathroom	12	$ 1	$ 12
Bath Mat	Guest Room Bathroom	4	$ 3	$ 12
Kleenex Cover	Guest Room Bathroom	8	$ 10	$ 80
Television	Guest Room Bathroom	4	$ 400	$ 1,600
Beds	Guest Rooms	6	$ 660	$ 3,960
Bed Skirt	Guest Rooms	6	$ 105	$ 630
Queen Fitted Sheet	Guest Rooms	6	$ 10	$ 60
Queen Flat Sheet	Guest Rooms	6	$ 11	$ 66
Duvet Cover	Guest Rooms	6	$ 173	$ 1,038
Comforters	Guest Rooms	6	$ 47	$ 282
Euro Shams	Guest Rooms	12	$ 93	$ 1,116
Euro Pillows	Guest Rooms	12	$ 16	$ 192
Pillow Cases	Guest Rooms	12	$ 3	$ 36
Pillows	Guest Rooms	12	$ 5	$ 60
Throw	Guest Rooms	6	$ 119	$ 714
Window Curtain	Guest Rooms	4	$ 164	$ 656
Mattress/ Boxspring	Guest Rooms	6	$ 365	$ 2,190
Night Stands	Guest Rooms	8	$ 90	$ 720
Armoire	Guest Rooms	4	$ 1,800	$ 7,200
Dresser	Guest Rooms	1	$ 1,755	$ 1,755
Wing Back Chairs	Guest Rooms	2	$ 399	$ 798
Ottoman	Guest Rooms	2	$ 299	$ -
Wooden Chairs	Guest Rooms	4	$ 159	$ 636
Trash Cans	Guest Rooms	8	$ 8	$ 64
Lamps	Guest Rooms	14	$ 50	$ 700
Art	Guest Rooms	19	$ 70	$ 1,330
Desk	Guest Rooms	4	$ 299	$ 1,196
Micro - Refrigerators	Guest Rooms	4	$ 375	$ 1,500
Bose Radios	Guest Rooms	4	$ 350	$ 1,400
Phones	Guest Rooms	8	$ 48	$ 384
Ice Bucket Tray	Guest Rooms	4	$ 3	$ 12
Ice Bucket	Guest Rooms	4	$ 24	$ 96
Iron	Guest Rooms	4	$ 25	$ 100
Ironing Board	Guest Rooms	4	$ 24	$ 96
Iron Holder	Guest Rooms	4	$ 11	$ 44
Stand Up Mirror	Guest Rooms	4	$ 55	$ 220
Framed Mirror	Guest Rooms	1	$ 200	$ 200

Warren Conference Center and Inn
Furniture, Fixture and Equipment Inverntory June 2015

NORHERN LODGE CONTINUED

Item Description	Location	Quantity	Cost (each)	Total
Glassware	Guest Rooms	8	$ 1	$ 8
Guest Room Directory	Guest Rooms	4	$ 40	$ 160
Long Table	Hallway	2	$ 40	$ 80
Juniper Switch (sm)	NL Closet	1	$ 750	$ 750
				$ 32,549

CABIN 1

Item Description	Location	Quantity	Cost (each)	Total
Shower Liner	bathroom	1	$ 5	$ 5
Shower Hooks	bathroom	24	$ 1	$ 24
Bed Frame	bedrooms	12	$ 89	$ 1,068
Matress/Box	bedrooms	12	$ 149	$ 1,788
Pillows	bedrooms	24	$ 5	$ 120
Fitted Sheet	bedrooms	12	$ 7	$ 84
Flat Sheet	bedrooms	12	$ 9	$ 108
Comforter	bedrooms	12	$ 47	$ 564
Matress Pad	bedrooms	12	$ 7	$ 84
Air Conditioner	bedrooms	2	$ 200	$ 400
Dresser	bedrooms	4	$ 200	$ 800
Coffee Table	living room	1	$ 90	$ 90
Refrigerator	living room	1	$ 193	$ 193
Microwave	living room	1	$ 92	$ 92
Dining Table	living room	1	$ 100	$ 100
Dining Chairs	living room	2	$ 99	$ 198
Television	living room	1	$ 400	$ 400
Storage Hutch	living room	1	$ 299	$ 299
Couch	living room	1	$ 549	$ 549
Iron	living room	1	$ 25	$ 25
Ironing Board	living room	1	$ 24	$ 24
Fireplace Screen	living room	1	$ 55	$ 55
Curtains	living room	4	$ 50	$ 200
Curtain Rods	living room	4	$ 10	$ 40
Side Table	living/bed room	10	$ 90	$ 900
Lamps	living/bed room	10	$ 50	$ 500
Art	throughout	5	$ 70	$ 350
Trash Can	throughout	3	$ 6	$ 18
				$ 9,078

CABIN 2

Item Description	Location	Quantity	Cost (each)	Total
Shower Liner	bathroom	1	$ 5	$ 5
Shower Hooks	bathroom	24	$ 1	$ 24
Bed Frame	bedrooms	12	$ 89	$ 1,068
Matress/Box	bedrooms	12	$ 149	$ 1,788
Pillows	bedrooms	24	$ 5	$ 120

Warren Conference Center and Inn
Furniture, Fixture and Equipment Inverntory June 2015

CABIN 2 CONTINUED

Item Description	Location	Quantity	Cost (each)	Total
Fitted Sheet	bedrooms	12	$ 7	$ 84
Flat Sheet	bedrooms	12	$ 9	$ 108
Comforter	bedrooms	12	$ 47	$ 564
Matress Pad	bedrooms	12	$ 7	$ 84
Air Conditioner	bedrooms	4	$ 200	$ 800
Dresser	bedrooms	4	$ 200	$ 800
Coffee Table	living room	1	$ 90	$ 90
Refrigerator	living room	1	$ 193	$ 193
Microwave	living room	1	$ 92	$ 92
Dining Table	living room	1	$ 100	$ 100
Dining Chairs	living room	2	$ 99	$ 198
Television	living room	1	$ 400	$ 400
Storage Hutch	living room	1	$ 299	$ 299
Couch	living room	1	$ 549	$ 549
Iron	living room	1	$ 25	$ 25
Ironing Board	living room	1	$ 24	$ 24
Fireplace Screen	living room	1	$ 55	$ 55
Curtains	living room	4	$ 50	$ 200
Curtain Rods	living room	4	$ 10	$ 40
Side Table	living/bed room	10	$ 90	$ 900
Lamps	living/bed room	10	$ 50	$ 500
Art	throughout	5	$ 70	$ 350
Trash Can	throughout	3	$ 6	$ 18
				$ 9,478

CABIN 3

Item Description	Location	Quantity	Cost (each)	Total
Shower Liner	bathroom	1	$ 5	$ 5
Shower Hooks	bathroom	24	$ 1	$ 24
Bed Frame	bedrooms	12	$ 89	$ 1,068
Matress/Box	bedrooms	12	$ 149	$ 1,788
Pillows	bedrooms	24	$ 5	$ 120
Fitted Sheet	bedrooms	12	$ 7	$ 84
Flat Sheet	bedrooms	12	$ 9	$ 108
Comforter	bedrooms	12	$ 47	$ 564
Matress Pad	bedrooms	12	$ 7	$ 84
Air Conditioner	bedrooms	4	$ 200	$ 800
Dresser	bedrooms	4	$ 200	$ 800
Coffee Table	living room	1	$ 90	$ 90
Refrigerator	living room	1	$ 193	$ 193
Microwave	living room	1	$ 92	$ 92
Dining Table	living room	1	$ 100	$ 100
Dining Chairs	living room	2	$ 99	$ 198
Television	living room	1	$ 400	$ 400

Warren Conference Center and Inn
Furniture, Fixture and Equipment Inverntory June 2015

CABIN 3 CONTINUED

Item Description	Location	Quantity	Cost (each)	Total
Storage Hutch	living room	1	$ 299	$ 299
Couch	living room	1	$ 549	$ 549
Iron	living room	1	$ 25	$ 25
Ironing Board	living room	1	$ 24	$ 24
Fireplace Screen	living room	1	$ 55	$ 55
Curtains	living room	4	$ 50	$ 200
Curtain Rods	living room	4	$ 10	$ 40
Side Table	living/bed room	10	$ 90	$ 900
Lamps	living/bed room	10	$ 50	$ 500
Art	throughout	5	$ 70	$ 350
Trash Can	throughout	3	$ 6	$ 18
				$ 9,478

CABIN 4

Item Description	Location	Quantity	Cost (each)	Total
Shower Liner	bathroom	1	$ 5	$ 5
Shower Hooks	bathroom	24	$ 1	$ 24
Bed Frame	bedrooms	12	$ 89	$ 1,068
Matress/Box	bedrooms	12	$ 149	$ 1,788
Pillows	bedrooms	24	$ 5	$ 120
Fitted Sheet	bedrooms	12	$ 7	$ 84
Flat Sheet	bedrooms	12	$ 9	$ 108
Comforter	bedrooms	12	$ 47	$ 564
Matress Pad	bedrooms	12	$ 7	$ 84
Air Conditioner	bedrooms	4	$ 200	$ 800
Dresser	bedrooms	4	$ 200	$ 800
Coffee Table	living room	1	$ 90	$ 90
Refrigerator	living room	1	$ 193	$ 193
Microwave	living room	1	$ 92	$ 92
Dining Table	living room	1	$ 100	$ 100
Dining Chairs	living room	2	$ 99	$ 198
Television	living room	1	$ 400	$ 400
Storage Hutch	living room	1	$ 299	$ 299
Couch	living room	1	$ 549	$ 549
Iron	living room	1	$ 25	$ 25
Ironing Board	living room	1	$ 24	$ 24
Fireplace Screen	living room	1	$ 55	$ 55
Curtains	living room	4	$ 50	$ 200
Curtain Rods	living room	4	$ 10	$ 40
Side Table	living/bed room	10	$ 90	$ 900
Lamps	living/bed room	10	$ 50	$ 500
Art	throughout	5	$ 70	$ 350
Trash Can	throughout	3	$ 6	$ 18
				$ 9,478

Warren Conference Center and Inn
Furniture, Fixture and Equipment Inverntory June 2015

CABIN 5

Item Description	Location	Quantity	Cost (each)	Total
Shower Liner	bathroom	1	$ 5	$ 5
Shower Hooks	bathroom	24	$ 1	$ 24
Bed Frame	bedrooms	12	$ 89	$ 1,068
Matress/Box	bedrooms	12	$ 149	$ 1,788
Pillows	bedrooms	24	$ 5	$ 120
Fitted Sheet	bedrooms	12	$ 7	$ 84
Flat Sheet	bedrooms	12	$ 9	$ 108
Comforter	bedrooms	12	$ 47	$ 564
Matress Pad	bedrooms	12	$ 7	$ 84
Air Conditioner	bedrooms	4	$ 200	$ 800
Dresser	bedrooms	4	$ 200	$ 800
Coffee Table	living room	1	$ 90	$ 90
Refrigerator	living room	1	$ 193	$ 193
Microwave	living room	1	$ 92	$ 92
Dining Table	living room	1	$ 100	$ 100
Dining Chairs	living room	2	$ 99	$ 198
Television	living room	1	$ 400	$ 400
Storage Hutch	living room	1	$ 299	$ 299
Couch	living room	1	$ 549	$ 549
Iron	living room	1	$ 25	$ 25
Ironing Board	living room	1	$ 24	$ 24
Fireplace Screen	living room	1	$ 55	$ 55
Curtains	living room	4	$ 50	$ 200
Curtain Rods	living room	4	$ 10	$ 40
Side Table	living/bed room	10	$ 90	$ 900
Lamps	living/bed room	10	$ 50	$ 500
Art	throughout	5	$ 70	$ 350
Trash Can	throughout	3	$ 6	$ 18
				$ 9,478

HAYDEN LODGE

Item Description	Location	Quantity	Cost (each)	Total
Desk	chef's office	1	$ 130	$ 130
Chairs	chef's office	2	$ 75	$ 150
computer	chef's office	1	$ 90	$ 90
Monitor	chef's office	1	$ 50	$ 50
Key Board	chef's office	1	$ 30	$ 30
mouse	chef's office	1	$ 20	$ 20
Printer	chef's office	1	$ 50	$ 50
Phone	chef's office	1	$ 60	$ 60
Radios w/charger	chef's office	2	$ 50	$ 100
File Cabinet	chef's office	1	$ 31	$ 31
First Aid Kit	chef's office	1	$ 45	$ 45
Book Shelf's	chef's office	1	$ 50	$ 50

Warren Conference Center and Inn
Furniture, Fixture and Equipment Inverntory June 2015

HAYDEN LODGE CONTINUED

Item Description	Location	Quantity	Cost (each)	Total
Chalk Board	chef's office	1	$ 19	$ 19
White Board	chef's office	1	$ 19	$ 19
HACCP manager	chef's office	1	$ 200	$ 200
Immersion Blender	chef's office	1	$ 524	$ 524
wire shelving	Kitchen	11	$ 179	$ 1,969
Dunnage Rack cooler	Kitchen	1	$ 45	$ 45
2-door Traulsen cooler	Kitchen	2	$ 2,920	$ 5,840
3-door True prep cooler	Kitchen	1	$ 2,350	$ 2,350
Vulcan 4-burner w/oven	Kitchen	1	$ 1,426	$ 1,426
Vulcan 6-burner w/oven	Kitchen	2	$ 2,355	$ 4,710
Blodgett convection double oven	Kitchen	3	$ 14,820	$ 44,460
Vulcan 40gl steam Kettle	Kitchen	1	$ 15,444	$ 15,444
Vulcan 30gl tilt skillet	Kitchen	1	$ 21,536	$ 21,536
Vulcan 14 shelf 2-door steamer	Kitchen	1	$ 9,351	$ 9,351
Hobart Dish Machine	Kitchen	1	$ 34,271	$ 34,271
Magi kitchen 5-burner Grill	Kitchen	1	$ 6,229	$ 6,229
Vulcan Salamander	Kitchen	1	$ 2,156	$ 2,156
Pito double friolater	Kitchen	1	$ 5,846	$ 5,846
R2 Robot coupe	Kitchen	1	$ 523	$ 523
Hoshizaki Ice Maker	Kitchen	1	$ 3,919	$ 3,919
Groen 10gl Steam Kettle	Kitchen	1	$ 4,839	$ 4,839
Hobart H-600t mixer	Kitchen	1	$ 11,396	$ 11,396
Hobart A-200D mixer	Kitchen	1	$ 3,651	$ 3,651
Hobart Mixer D-300	Kitchen	1	$ 5,224	$ 5,224
Kitchen Aid Mixer	Kitchen	1	$ 350	$ 350
Hobart Slicer	Kitchen	1	$ 2,067	$ 2,067
Warring Panini Press	Kitchen	1	$ 790	$ 790
Hamilton Comm. Blender	Kitchen	1	$ 358	$ 358
SS work tables	Kitchen	6	$ 294	$ 1,764
SS work table w/shelf	Kitchen	1	$ 1,144	$ 1,144
Steam Table	Kitchen	1	$ 1,560	$ 1,560
Can Opener	Kitchen	1	$ 203	$ 203
SS wall shelf's	Kitchen	5	$ 540	$ 2,700
Hand towel dispenser	Kitchen	4	$ 30	$ 120
soap dispensers	Kitchen	4	$ 11	$ 44
Traulsen 4-door cooler	Kitchen	1	$ 3,745	$ 3,745
True 2-door cooler	Kitchen	1	$ 2,562	$ 2,562
Fetco coffee maker	Kitchen	1	$ 2,236	$ 2,236
Coffee bean grinder	Kitchen	1	$ 720	$ 720
SS dish table	Kitchen	3	$ 294	$ 882
Dish storage shelf	Kitchen	2	$ 540	$ 1,080
Push Brooms	Kitchen	2	$ 14	$ 28
Angle Broom	Kitchen	2	$ 10	$ 20
dust pan w/broom	Kitchen	1	$ 20	$ 20
Mop Bucket	Kitchen	1	$ 54	$ 54

Warren Conference Center and Inn
Furniture, Fixture and Equipment Inverntory June 2015

Mop	kitchen	1	$ 10	$ 10

HAYDEN LODGE CONTINUED

Item Description	Location	Quantity	Cost (each)	Total
Slim Jim garbage can	Kitchen	6	$ 42	$ 252
60 gallon Garbage can	Kitchen	2	$ 46	$ 92
floor squeegee	Kitchen	2	$ 20	$ 40
Step Ladder	Kitchen	1	$ 149	$ 149
Wire sorage racks	Kitchen	7	$ 179	$ 1,253
Pebble mixing bowl	Kitchen	5	$ 13	$ 65
assorted mixing bowls	Kitchen	10	$ 12	$ 120
2" Round hotel pan	Kitchen	11	$ 19	$ 209
1" hotel pans	Kitchen	27	$ 9	$ 243
2" hotel pans	Kitchen	50	$ 15	$ 750
4" hotel pans	Kitchen	9	$ 20	$ 180
1/2 sheet pans	Kitchen	14	$ 7	$ 98
1/3 pans	Kitchen	8	$ 7	$ 56
1/2 hotel pan	Kitchen	10	$ 10	$ 100
2" steamer pan	Kitchen	16	$ 19	$ 304
4" steamer pan	Kitchen	2	$ 25	$ 50
assorted Banmarine	Kitchen	25	$ 13	$ 325
assorted pots	Kitchen	20	$ 25	$ 500
Rondo's	Kitchen	2	$ 139	$ 278
mixing bowl w/handle	Kitchen	2	$ 84	$ 168
mixing bowl cart	Kitchen	1	$ 839	$ 839
Salad spinner	Kitchen	2	$ 122	$ 244
1/2 cutting boards	Kitchen	12	$ 13	$ 156
cutting boards	Kitchen	6	$ 20	$ 120
cutting board rack	Kitchen	3	$ 23	$ 69
Sheet pans	Kitchen	120	$ 13	$ 1,560
Misc Utensils	kitchen	40	$ 13	$ 520
China Caps	Kitchen	4	$ 24	$ 96
Waffle maker	Kitchen	1	$ 115	$ 115
Pancacke Dispenser	Kitchen	1	$ 75	$ 75
Buffalo Chopper	Kitchen	1	$ 8,746	$ 8,746
Rolling racks	Kitchen	5	$ 121	$ 605
Cabinet Rack	Kitchen	3	$ 482	$ 1,446
Saute Pan	Kitchen	32	$ 13	$ 416
Receiving scale	Kitchen	1	$ 78	$ 78
Salad Rack	Kitchen	2	$ 800	$ 1,600
Tomato slicer	Kitchen	1	$ 346	$ 346
assorted cambro containers	Kitchen	60	$ 12	$ 720
Lexan container	Kitchen	7	$ 29	$ 203
ingrendient bins	Kitchen	6	$ 209	$ 1,254
Assorted Platters	Kitchen	40	$ 25	$ 1,000
Assorted bowls	Kitchen	45	$ 28	$ 1,260
Floor Mats	Kitchen	6	$ 60	$ 360
2" hotel pans	Basement	46	$ 15	$ 690

Warren Conference Center and Inn
Furniture, Fixture and Equipment Inverntory June 2015

4" hotel pans	Basement	28	$	20	$	560

HAYDEN LODGE CONTINUED

Item Description	Location	Quantity	Cost (each)		Total
Sheet pans	Basement	36	$	13	$ 468
1/2 sheet pans	Basement	9	$	7	$ 63
1/2 hotel pans	Basement	7	$	10	$ 70
cutting boards	Basement	9	$	20	$ 180
Dunnage Rack	Basement	6	$	45	$ 270
wire shelving	Basement	13	$	179	$ 2,327
#10 Can rack	Basement	1	$	576	$ 576
Hot Box	Basement	2	$	7,254	$ 14,508
Portable Burners	Basement	7	$	36	$ 252
Flammable locker	Basement	1	$	700	$ 700
uniform Locker	Basement	3	$	290	$ 870
portable IC frezzer	Basement	2	$	1,482	$ 2,964
Tomato slicer	Basement	1	$	346	$ 346
Keystone Dispensers	Basement	12	$	79	$ 948
2" Round hotel pan	Basement	4	$	19	$ 76
Assorted Platters	Basement	20	$	25	$ 500
Assorted bowls	Basement	60	$	28	$ 1,680
Pop Corn Machaine	Basement	1	$	248	$ 248
Pretzel warmer	Basement	1	$	180	$ 180
Meat grinder	Basement	2	$	218	$ 436
Portable grill	Outside	3	$	4,239	$ 12,717
SS work table	Outside	1	$	294	$ 294
2-door Traulsen cooler	Outside	1	$	2,920	$ 2,920
cambro food warmer	Outside	2	$	229	$ 458
Juniper Sitch	WH Telephone Rm	1	$	1,600	$ 1,600
Sm Wine Glasses	Bar	139	$	3	$ 417
Lg Beer Glasses	Bar	41	$	2	$ 82
Lg Rocks / Old Fashion	Bar	35	$	3	$ 105
Sm Rocks / old Fashion	Bar	23	$	3	$ 69
Lg Highball	Bar	71	$	2	$ 142
Sm Highball	Bar	28	$	1	$ 28
Water Glasses	Bar	168	$	3	$ 504
Martini Glasses	Bar	9	$	3	$ 27
Sm Wine Glasses	Loft	234	$	3	$ 702
Lg Wine Glasses	Loft	90	$	6	$ 540
Champagne Flute	Loft	324	$	3	$ 972
Champagne Coupe	Loft	175	$	2	$ 350
Lg Rocks / Old Fashion	Loft	128	$	3	$ 384
Lg Highball	Loft	251	$	2	$ 502
Martini Glasses	Loft	138	$	3	$ 414
Stemmed Goblet	Loft	190	$	3	$ 570
Margarita Glasses	Loft	40	$	3	$ 120
Stemmed Shooter	Loft	137	$	2	$ 274
Mugs	Pines Break Area	45	$	6	$ 270

Warren Conference Center and Inn
Furniture, Fixture and Equipment Inverntory June 2015

Water Glasses	Pines Break Area	24	$ 3	$ 72

HAYDEN LODGE CONTINUED

Item Description	Location	Quantity	Cost (each)	Total
B&B	Pines Break Area	29	$ 3	$ 87
Computer Monitor	F&B Office	2	$ 89	$ 178
Computer	F&B Office	2	$ 450	$ 900
Motorola radio w/ charger	F&B Office	5	$ 438	$ 2,190
Floor Safe	F&B Office	2	$ 250	$ 500
Portable 6" bars	F&B Office	2	$ 1,189	$ 2,378
Glass racks	F&B Office	88	$ 49	$ 4,312
Projector table	F&B Office	3	$ 75	$ 225
Fetco Coffee Urn	f&B Office	6	$ 305	$ 1,830
Ancher speaker system	F&B Office	2	$ 1,500	$ 3,000
High Chair	F&B Office	5	$ 7	$ 35
Booster seat	F&B Office	2	$ 30	$ 60
Poly Com Phone	AV cabinet	3	$ 294	$ 882
Mac Adapter	AV cabinet	7	$ 19	$ 133
Phone Cords	AV cabinet	6	$ 3	$ 18
Slide advancer	AV cabinet	7	$ 45	$ 315
Audio Cables - laptop	AV cabinet	7	$ 5	$ 35
Mic Stand - tabletop	AV cabinet	4	$ 15	$ 60
Mic Stand - floor	AV cabinet	2	$ 24	$ 48
Ethernet cords	AV cabinet	30	$ 6	$ 180
Hand held Microphone	AV cabinet	7	$ 320	$ 2,240
Lavalier Mic	AV cabinet	7	$ 240	$ 1,680
LCD Projector	AV cabinet	5	$ 549	$ 2,745
Laptop Computer	AV cabinet	1	$ 399	$ 399
Wireless Mouse	AV cabinet	2	$ 25	$ 50
Laser Pointer	AV cabinet	4	$ 22	$ 88
Microphone Mixer	AV cabinet	2	$ 279	$ 558
Wireless Mic Receiver	AV cabinet	2	$ 480	$ 960
Cash Register	Storage Shelf	2	$ 250	$ 500
DVD Player	AV cabinet	2	$ 50	$ 100
Dinner Plate	Kitchen	199	$ 15	$ 2,985
Dinner Plate	Dining Room	113	$ 15	$ 1,695
Dessert Plate	Dining Room	90	$ 3	$ 270
Knife	Dining Room	100	$ 3	$ 300
Fork	Dining Room	100	$ 3	$ 300
Tea Spoon	Kitchen	34	$ 2	$ 68
Salad fork	Dining Room	100	$ 3	$ 300
Dessert Plate	Kitchen	230	$ 3	$ 690
Knife	Kitchen	150	$ 3	$ 450
Fork	Kitchen	138	$ 3	$ 414
Salad fork	Kitchen	255	$ 3	$ 765
B&B plates	Kitchen	213	$ 3	$ 639
Saucer	Kitchen	237	$ 2	$ 474
Rimmed Soup Bowl	Kitchen	53	$ 7	$ 371

Warren Conference Center and Inn
Furniture, Fixture and Equipment Inverntory June 2015

Soup Spoon	Kitchen	80	$	2	$	160

HAYDEN LODGE CONTINUED

Item Description	Location	Quantity	Cost (each)		Total
Knife	Kitchen	200	$	3	$ 600
Fork	Kitchen	165	$	3	$ 495
Salad fork	Kitchen	175	$	3	$ 525
Tea Spoon	Kitchen	125	$	2	$ 250
Soup Spoon	Kitchen	35	$	2	$ 70
Butter Knife	Kitchen	235	$	2	$ 470
Plate Cover	Kitchen	300	$	5	$ 1,500
Plastic water pitcher	Kitchen	32	$	10	$ 320
Soup Cup	Kitchen	206	$	2	$ 412
Creamer Pitcher	Kitchen	22	$	5	$ 110
Coffee Mugs	Kitchen	131	$	6	$ 786
coffee cups	Kitchen	78	$	2	$ 156
Toaster	Kitchen	1	$	513	$ 513
Heat Lamp	Kitchen	1	$	529	$ 529
Tea Box	Kitchen	3	$	19	$ 57
Metal Basket	Kitchen	15	$	25	$ 375
square metal basket	Kitchen	18	$	25	$ 450
long metal basket	Kitchen	12	$	30	$ 360
Serving spoons - lg	Kitchen	35	$	15	$ 525
Serving spoons - med	Kitchen	33	$	13	$ 429
large Tongs	Kitchen	49	$	15	$ 735
Small Tongs	Kitchen	35	$	11	$ 385
Pie Server	Kitchen	9	$	13	$ 117
Spatula	Kitchen	20	$	13	$ 260
Soup Ladle	Kitchen	10	$	12	$ 120
Pump Pots	Kitchen	5	$	40	$ 200
Coffee Carafe	Kitchen	24	$	9	$ 216
Stainless coffee server	Kitchen	9	$	25	$ 225
Soup Chafing dish	Dining Room	2	$	529	$ 1,058
Round Chafing Dish	Dining Room	1	$	628	$ 628
Long Chafing dish	Dining Room	10	$	872	$ 8,720
S&P Shaker	Dining Room	85	$	1	$ 85
Sugar Caddies	Dining Room	30	$	3	$ 90
Podium	Pines Break Area	2	$	589	$ 1,178
Sugar Caddies	Storage	15	$	3	$ 45
Creamers	Storage	50	$	8	$ 400
Saucers	Storage	206	$	2	$ 412
9" Salad Plate	Storage	80	$	5	$ 400
Tea Cups	Storage	140	$	2	$ 280
Espresso Cups	Storage	50	$	8	$ 400
Rimmed Soup Bowl	Storage	28	$	7	$ 196
S&P Shaker	Storage	86	$	30	$ 2,580
Boulon Cups	Storage	36	$	12	$ 432
Coffee Mugs	Storage	36	$	6	$ 216

Warren Conference Center and Inn
Furniture, Fixture and Equipment Inverntory June 2015

Large Creamers	Storage	34	$ 8	$ 272

HAYDEN LODGE CONTINUED

Item Description	Location	Quantity	Cost (each)	Total
Crystal Punch Bowl	Storage	1	$ 89	$ 89
Long Chafer	Storage	4	$ 872	$ 3,488
Round Chafing Dish	Storage	3	$ 628	$ 1,884
Wall Clock	Pines	1	$ 15	$ 15
Trash Can	Pines	1	$ 8	$ 8
Table Skirting	Pines	8	$ 123	$ 984
Coverlet	Pines	2	$ 186	$ 372
Ice Bucket	Pines	2	$ 22	$ 44
Extension Cords	Pines	13	$ 15	$ 195
Shelving Units	Pines	3	$ 165	$ 495
Lecturn	Pines	1	$ 190	$ 190
Glass White Boards	Pines	2	$ 360	$ 720
Phone	Pines	1	$ 259	$ 259
B& B plates	Pines Break Area	57	$ 3	$ 171
Salad Fork	Pines Break Area	19	$ 3	$ 57
Dinner Fork	Pines Break Area	12	$ 3	$ 36
Tea Spoon	Pines Break Area	26	$ 2	$ 52
Metal Risers	Pines Break Area	6	$ 13	$ 78
Tea Box	Pines Break Area	1	$ 19	$ 19
Cube Riser	Kitchen	7	$ 148	$ 1,036
Buffet Risers	Dining Room	25	$ 1,416	$ 35,400
Banquet Chair	Dining Room	242	$ 65	$ 15,730
Swivel Chairs - Black	Pines Room	95	$ 120	$ 11,400
Stacking Chairs - Black	Pines Room	45	$ 40	$ 1,800
Banquet Tables 6 ft	Pines Room	16	$ 147	$ 2,352
Classroom Table 6 ft	Pines Room	40	$ 147	$ 5,880
60" Round Tables	Pines Room	38	$ 195	$ 7,410
72" Round Tables	Pines Room	6	$ 485	$ 2,910
Extension Cords	Pines Room	25	$ 5	$ 125
Flip Chart Stands	Pines Room	25	$ 200	$ 5,000
LCD Projector	Pines Room	1	$ 7,000	$ 7,000
6 ' table	HVAC Room	1	$ 265	$ 265
hvac filters	HVAC Room	4	$ 25	$ 100
golf cart	HVAC Room	1	$ 8,900	$ 8,900
6' ladder	HVAC Room	1	$ 77	$ 77
8' ladder	HVAC Room	1	$ 107	$ 107
10' ladder	HVAC Room	1	$ 130	$ 130
ridige power snake	HVAC Room	1	$ 500	$ 500
traulsen upright freezer	HVAC Room	1	$ 3,000	$ 3,000
beverage cooler	HVAC Room	1	$ 1,500	$ 1,500
wegner power steamer	HVAC Room	1	$ 60	$ 60
flourscent bulbs	HVAC Room	48	$ 20	$ 960
extra hvac belts	HVAC Room	50	$ 10	$ 500
new plastic deck tables	HVAC Room	8	$ 40	$ 320

Warren Conference Center and Inn
Furniture, Fixture and Equipment Inverntory June 2015

new plastic deck chairs	HVAC Room	36	$ 32	$ 1,152

HAYDEN LODGE CONTINUED

Item Description	Location	Quantity	Cost (each)	Total
umbrellas	HVAC Room	6	$ 11	$ 66
				$ 477,700

HALL HOUSE

Item Description	Location	Quantity	Cost (each)	Total
fetco coffe machine	Hall House	1	$ 2,215	$ 2,215
groen steamer	Hall House	1	$ 5,300	$ 5,300
window air conditioner	Hall House	2	$ 240	$ 480
reliant band saw	Hall House	1	$ 1,579	$ 1,579
crescor ladder rack	Hall House	2	$ 90	$ 180
aluminun sheet pans	Hall House	8	$ 13	$ 104
plastic dishcart	Hall House	2	$ 529	$ 1,058
hobart meat slicer	Hall House	1	$ 2,067	$ 2,067
laundry carts	Hall House	4	$ 194	$ 776
high boy 6 top tables	Hall House	4	$ 70	$ 280
hot point refridegerator	Hall House	1	$ 1,500	$ 1,500
washing machine	Hall House	3	$ 379	$ 1,137
dryers	Hall House	2	$ 379	$ 758
aluminum ladders	Hall House	5	$ 279	$ 1,395
snow fences	Hall House	18	$ 32	$ 576
brass lamps	Hall House	12	$ 60	$ 720
fire proof cabinet	Hall House	1	$ 722	$ 722
				$ 20,847

HALL BARN

Item Description	Location	Quantity	Cost (each)	Total
folding outing chairs	Hall House Barn	294	$ 30	$ 8,820
white adirondack chairs	Hall House Barn	33	$ 400	$ 13,200
outing tables 5'	Hall House Barn	3	$ 147	$ 441
outing tables 6'	Hall House Barn	40	$ 147	$ 5,880
round tables 60"	Hall House Barn	81	$ 195	$ 15,795
round tables 72"	Hall House Barn	3	$ 485	$ 1,455
round tables 48"	Hall House Barn	2	$ 160	$ 320
adjustable cocktail tables	Hall House Barn	5	$ 89	$ 445
wooden wedding chairs	Hall House Barn	194	$ 20	$ 3,880
propane heaters	Hall House Barn	3	$ 140	$ 420
boat boston whaler 12'	Hall House Barn	1	$ 4,000	$ 4,000
aluminum row boat 12'	Hall House Barn	1	$ 300	$ 300
ryan slice seeder	Hall House Barn	1	$ 500	$ 500
hasqvarna stump grinder	Hall House Barn	1	$ 1,900	$ 1,900
brouwer pull mower	Hall House Barn	1	$ 900	$ 900
farmall tractor cub cadett	Hall House Barn	1	$ 1,000	$ 1,000
ford tractor	Hall House Barn	1	$ 500	$ 500
kabota cart sidewalk plow 1100	Hall House Barn	1	$ 500	$ 500

Warren Conference Center and Inn
Furniture, Fixture and Equipment Inverntory June 2015

kabota tractor	Hall House Barn	1	$ 12,000	$ 12,000

HALL BARN CONTINUED

Item Description	Location	Quantity	Cost (each)	Total
little wonder blower	Hall House Barn	1	$ 850	$ 850
snow blower attachment tractor reskin	Hall House Barn	1	$ 800	$ 800
plow for kabota	Hall House Barn	1	$ 1,100	$ 1,100
snowblower troy built	Hall House Barn	1	$ 696	$ 696
log splitter	Hall House Barn	1	$ 1,099	$ 1,099
gravely sweeper	Hall House Barn	1	$ 600	$ 600
gravely cutter attchment	Hall House Barn	1	$ 600	$ 600
fisher plow	Hall House Barn	1	$ 1,200	$ 1,200
bucket for tractor 12"	Hall House Barn	1	$ 700	$ 700
skidoo skimobile 1972	Hall House Barn	1	$ 100	$ 100
brush hog woods 60"	Hall House Barn	1	$ 600	$ 600
salt spredders	Hall House Barn	2	$ 136	$ 272
grass sweeper	Hall House Barn	2	$ 143	$ 286
parking lot sander hi-way model-p	Hall House Barn	1	$ 400	$ 400
pull trailer orange	Hall House Barn	1	$ 280	$ 280
walk behind blower	Hall House Barn	1	$ 750	$ 750
barrels for rafting	Hall House Barn	77	$ 65	$ 5,005
rafting wood 2x4x10	Hall House Barn	300	$ 4	$ 1,200
stainless steel outing tables	Hall House Barn	3	$ 160	$ 480
yellow fire proof cabinet	Hall House Barn	1	$ 722	$ 722
				$ 89,996

CARRIAGE HOUSE

Item Description	Location	Quantity	Cost (each)	Total
whiffle ball bats	Carriage House	13	$ 2	$ 26
whiffle balls	Carriage House	18	$ 1	$ 18
ladder ball sets	Carriage House	2	$ 27	$ 54
bocce sets	Carriage House	2	$ 20	$ 40
tennis racquets	Carriage House	5	$ 20	$ 100
tennis balls	Carriage House	51	$ 2	$ 102
orange play cones	Carriage House	115	$ 4	$ 460
frisbees	Carriage House	8	$ 8	$ 64
badminton racquets	Carriage House	14	$ 6	$ 84
badminton shuttlecocks	Carriage House	45	$ 1	$ 45
badminton nets	Carriage House	3	$ 14	$ 42
horseshoes	Carriage House	24	$ 5	$ 120
footballs	Carriage House	2	$ 10	$ 20
ping pong sets	Carriage House	4	$ 13	$ 52
ping pong balls	Carriage House	42	$ 1	$ 42
extra bocce balls	Carriage House	20	$ 3	$ 60
extra croquetballs	Carriage House	10	$ 3	$ 30
croquet sets	Carriage House	3	$ 19	$ 57
volley balls	Carriage House	8	$ 6	$ 48
soccer balls	Carriage House	5	$ 7	$ 35

Warren Conference Center and Inn
Furniture, Fixture and Equipment Inverntory June 2015

softball bats	Carriage House	10	$ 30	$ 300

CARRIAGE HOUSE CONTINUED

Item Description	Location	Quantity	Cost (each)	Total
softball balls	Carriage House	22	$ 4	$ 88
softball helmet	Carriage House	1	$ 22	$ 22
bases sets	Carriage House	3	$ 10	$ 30
volley ball nets	Carriage House	4	$ 19	$ 76
cricket set	Carriage House	1	$ 54	$ 54
pop tents	Carriage House	3	$ 38	$ 114
orange parking cones	Carriage House	10	$ 4	$ 40
canoes red river	Carriage House	4	$ 429	$ 1,716
canoes green	Carriage House	1	$ 429	$ 429
canoe white	Carriage House	1	$ 429	$ 429
kayaks green	Carriage House	2	$ 400	$ 800
kayaks ocean orange	Carriage House	2	$ 400	$ 800
green event signs	Carriage House	11	$ 20	$ 220
white event signs	Carriage House	22	$ 20	$ 440
f & b golf cart	Carriage House	3	$ 7,500	$ 22,500
wedding cart	Carriage House	1	$ 7,500	$ 7,500
kitchen cart	Carriage House	1	$ 7,500	$ 7,500
maintenance cart	Carriage House	2	$ 7,500	$ 15,000
toro 12' mower 455d	Carriage House	1	$ 12,000	$ 12,000
air compressor	Carriage House	1	$ 299	$ 299
aluiminum ladders	Carriage House	7	$ 279	$ 1,953
wooden ladders	Carriage House	2	$ 130	$ 260
extension cords	Carriage House	10	$ 15	$ 150
saw horses	Carriage House	5	$ 35	$ 175
floor jack	Carriage House	1	$ 170	$ 170
jack stands	Carriage House	2	$ 37	$ 74
				$ 74,638

BARN

Item Description	Location	Quantity	Cost (each)	Total
trash barrels	The Barn	35	$ 30	$ 1,050
recycleing blue barrels	The Barn	20	$ 50	$ 1,000
green mower bobcat ransom	The Barn	1	$ 3,599	$ 3,599
propane tanks 20lbs.	The Barn	6	$ 50	$ 300
propane tanks 80 lbs.	The Barn	6	$ 80	$ 480
fire proof cabinet	The Barn	1	$ 722	$ 722
storage cabinet	The Barn	1	$ 150	$ 150
gas cans	The Barn	10	$ 33	$ 330
floor dolly	The Barn	1	$ 38	$ 38
fire pit	The Barn	2	$ 99	$ 198
wood rings	The Barn	3	$ 135	$ 405
garden hoses	The Barn	6	$ 28	$ 168
pickup truck	The Barn	1	$ 25,500	$ 25,500
flatbed golf cart	The Barn	1	$ 500	$ 500

Warren Conference Center and Inn
Furniture, Fixture and Equipment Inverntory June 2015

$ 34,440

SHEDS

Item Description	Location	Quantity	Cost (each)	Total
lincon welder	Tool Shed	1	$ 500	$ 500
level	Tool Shed	4	$ 30	$ 120
mechanics tools, 1000pct.	Tool Shed	1	$ 1,200	$ 1,200
belt sander	Tool Shed	1	$ 249	$ 249
hand grinder dewalt	Tool Shed	1	$ 145	$ 145
hearing protection	Tool Shed	1	$ 15	$ 15
saftey halmets	Tool Shed	1	$ 27	$ 27
shop vacume craftsman	Tool Shed	1	$ 200	$ 200
work bench	Tool Shed	1	$ 250	$ 250
bench grinder 6" dayton	Tool Shed	1	$ 509	$ 509
vice	Tool Shed	1	$ 119	$ 119
electric staple gun	Tool Shed	1	$ 40	$ 40
welding mask	Tool Shed	1	$ 38	$ 38
metal shelving	Tool Shed	2	$ 60	$ 120
first aid kit	Tool Shed	1	$ 64	$ 64
shovels	Tool Shed	8	$ 45	$ 360
sledge hammers	Tool Shed	2	$ 35	$ 70
pitch fork	Tool Shed	2	$ 30	$ 60
bolt cutters/ crimpers	Tool Shed	4	$ 99	$ 396
redmax back pack blower	Tool Shed	1	$ 600	$ 600
hand blower	Tool Shed	1	$ 70	$ 70
digging bars	Tool Shed	2	$ 40	$ 80
plastic rakes	Tool Shed	2	$ 13	$ 26
steel rakes	Tool Shed	2	$ 20	$ 40
iron rakes	Tool Shed	4	$ 20	$ 80
hand saws	Tool Shed	3	$ 22	$ 66
nut driver set	Tool Shed	1	$ 47	$ 47
wrench set	Tool Shed	1	$ 40	$ 40
pipe wrench	Tool Shed	2	$ 25	$ 50
vice grips	Tool Shed	2	$ 20	$ 40
genrator craftsman	Tool Shed	1	$ 650	$ 650
push mower craftsman	Tool Shed	1	$ 280	$ 280
push mower toro	Tool Shed	1	$ 500	$ 500
weedwacker red max	Tool Shed	1	$ 133	$ 133
weedwacker echo	Tool Shed	1	$ 219	$ 219
power broom shindawa	Tool Shed	1	$ 100	$ 100
pole prunertechnic tool	Tool Shed	1	$ 100	$ 100
hand pole pruner	Tool Shed	2	$ 77	$ 154
die grinder	Tool Shed	1	$ 538	$ 538
hedge trimmer craftsman	Tool Shed	1	$ 180	$ 180
chain saw craftsman	Tool Shed	1	$ 200	$ 200
chain saw stihl	Tool Shed	1	$ 200	$ 200

Warren Conference Center and Inn
Furniture, Fixture and Equipment Inverntory June 2015

chain saw hvsquahna	Tool Shed	1	$	200	$	200

SHEDS CONTINUED

Item Description	Location	Quantity	Cost (each)		Total
work bench	Brick House	1	$	180	$ 180
red lockers	Brick House	1	$	100	$ 100
yellow fire proof cabinet	Brick House	1	$	722	$ 722
supply cabinets	Brick House	2	$	130	$ 260
metal shelving	Brick House	1	$	60	$ 60
mini refridgerator	Brick House	1	$	193	$ 193
microwave	Brick House	1	$	30	$ 30
toaster	Brick House	1	$	50	$ 50
box fan	Brick House	1	$	21	$ 21
flourscent bulbs	Brick House	200	$	20	$ 4,000
40 gallons of paint	Brick House	1	$	500	$ 500
spray paint	Brick House	20	$	10	$ 200
shop vacume	Brick House	1	$	200	$ 200
10 gallons'water seal'	Brick House	1	$	260	$ 260
fire extingushers	Brick House	8	$	60	$ 480
back pack vacuum	Brick House	1	$	273	$ 273
kayak paddles	Beach Shed	9	$	35	$ 315
wood paddles	Beach Shed	20	$	25	$ 500
aluminum paddles	Beach Shed	18	$	31	$ 558
6' table	Beach Shed	1	$	147	$ 147
outing chairs	Beach Shed	5	$	30	$ 150
kiefer water saftey floats	Beach Shed	2	$	57	$ 114
mcmillian saftey float	Beach Shed	1	$	70	$ 70
kiefer saftey board	Beach Shed	1	$	45	$ 45
youth pfd	Beach Shed	10	$	40	$ 400
adult pfd	Beach Shed	45	$	50	$ 2,250
trash barrel	Beach Shed	1	$	30	$ 30
16 x 5 aluminun docks	Beach Shed	4	$	500	$ 2,000
					$ 23,183

SCHEDULE A-2

[see attached]

Future Bookings with Deposits - Warren Conference Center and Inn

Group Name	Arrival Date	Deposit Amount
IBM Corporation, Group Master	03/02/2016	$ 1,344.50
Web Industries, Group Master	03/04/2016	$ 336.13
Goldfarb Bar Mitzvah, Group Master	03/05/2016	$ 2,664.00
Goldfarb Bar Mitzvah, Group Master	03/05/2016	$ 2,664.00
Vision New England, Group Master	03/06/2016	$ 3,087.50
Converge Northeast, Group Master	03/11/2016	$ 3,772.25
Cooper Bar Mitzvah, Group Master	03/11/2016	$ 1,072.50
Cooper Bar Mitzvah, Group Master	03/11/2016	$ 1,125.00
HBS Forum, Group Master	03/11/2016	$ 1,016.13
Web Industries, Group Master	03/11/2016	$ 336.13
SOL - Foundations for Leadersh, Group Master	03/14/2016	$ 3,742.50
New England Cricket Club, Group Master	03/19/2016	$ 500.00
ACCEPT Leadership Seminars, Group Master	03/22/2016	$ 2,306.25
Rally for the Y Community Brea, Group Master	03/22/2016	$ 337.50
Philips Healthcare, Group Master	03/28/2016	$ 10,738.20
Philips Healthcare, Group Master	03/28/2016	$ 4,312.80
Newton Parks and Recreation, Group Master	04/02/2016	$ 1,100.50
MLS Master Program, Group Master	04/03/2016	$ 12,512.50
Great American Charitable Even, Group Master	04/07/2016	$ 2,000.00
Great American Charitable Even, Group Master	04/07/2016	$ 2,332.00
Davis Bar Mitzvah, Group Master	04/09/2016	$ 825.00
Davis Bar Mitzvah, Group Master	04/09/2016	$ 825.00
Kaufman Bat Mitzvah, Group Master	04/14/2016	$ 1,710.00
Kaufman Bat Mitzvah, Group Master	04/14/2016	$ 1,710.00
Massachusetts 4 - H, Group Master	04/21/2016	$ 1,830.00
Sullivan/Levy Wedding, Group Master	04/22/2016	$ 972.00
Sullivan/Levy Wedding, Group Master	04/22/2016	$ 972.00
Sullivan/Levy Wedding, Group Master	04/22/2016	$ 972.00
Schoenbrunn/Levine Wedding, Group Master	04/28/2016	$ 3,186.25
Schoenbrunn/Levine Wedding, Group Master	04/28/2016	$ 3,186.25
Charkoudian-Simmons Wedding, Group Master	04/29/2016	$ 3,550.00
Charkoudian-Simmons Wedding, Group Master	04/29/2016	$ 3,550.00
Charkoudian-Simmons Wedding, Group Master	04/29/2016	$ 3,550.00
Schoenbrunn/Levine Rehearsal D, Group Master	04/29/2016	$ 425.00
Temple Beth Avodah 6th Grade R, Group Master	04/29/2016	$ 1,296.00
New England Chapel, Group Master	04/30/2016	$ 1,639.50
MAPFRE U.S.A. Corp., Group Master	05/01/2016	$ 15,336.25
McKinsey & Company, Group Master	05/02/2016	$ 6,131.50
Wentworth Institute of Technol, Group Master	05/05/2016	$ 1,029.51
O'Brien Bar Mitzvah, Group Master	05/06/2016	$ 1,422.50
O'Brien Bar Mitzvah, Group Master	05/06/2016	$ 1,422.50
KeepSmilin4Abbie, Group Master	05/07/2016	$ 1,677.00
Web Industries, Group Master	05/09/2016	$ 2,731.69
Chunn/Sinha Wedding, Group Master	05/12/2016	$ 3,437.50
Chunn/Sinha Wedding, Group Master	05/12/2016	$ 3,437.50
Lipsy Bar Mitzvah, Group Master	05/14/2016	$ 1,372.50
Lipsy Bar Mitzvah, Group Master	05/14/2016	$ 1,372.50
Serrano Wedding Reception, Group Master	05/15/2016	$ 657.50
Serrano Wedding Reception, Group Master	05/15/2016	$ 657.50
Fletcher School LL.M. Capstone, Group Master	05/16/2016	$ 3,327.03
Framingham State University -, Group Master	05/16/2016	$ 488.25
Adreani-Doane Wedding, Group Master	05/19/2016	$ 2,200.00
Adreani-Doane Wedding, Group Master	05/19/2016	$ 2,200.00

Coburn-Latimer Wedding, Group Master	05/21/2016	$ 2,500.00
Coburn-Latimer Wedding, Group Master	05/21/2016	$ 2,500.00
Sandford/Burns Rehearsal Dinne, Group Master	05/21/2016	$ 279.00
Sandford/Burns Wedding, Group Master	05/21/2016	$ 1,550.00
Sandford/Burns Wedding, Group Master	05/21/2016	$ 1,790.00
Brandeis University, Group Master	05/25/2016	$ 1,373.68
Barron/Lampert Wedding, Group Master	05/27/2016	$ 1,950.00
Barron/Lampert Wedding, Group Master	05/27/2016	$ 1,950.00
Hyers-Arey Wedding, Group Master	05/27/2016	$ 3,437.50
Hyers-Arey Wedding, Group Master	05/27/2016	$ 3,437.50
Carey-Ingram Rehearsal Dinner, Group Master	05/28/2016	$ 625.00
Cumberland Farms, Inc, Group Master	05/31/2016	$ 4,778.00
ERS 2016 Company Retreat, Group Master	06/01/2016	$ 7,870.50
Osborne/Stackpole Wedding, Group Master	06/03/2016	$ 3,437.50
Osborne/Stackpole Wedding, Group Master	06/03/2016	$ 3,437.50
Wallenstein Bat Mitzvah, Group Master	06/04/2016	$ 1,800.00
Wallenstein Bat Mitzvah, Group Master	06/04/2016	$ 1,800.00
Mobius Executive Leadership, Group Master	06/05/2016	$ 43,437.50
Seymour Bar Mitzvah, Group Master	06/10/2016	$ 3,000.00
Seymour Bar Mitzvah, Group Master	06/10/2016	$ 3,000.00
Egon Zehnder/ CHRO Program & M, Group Master	06/12/2016	$ 12,780.00
Megan's Graduation Party, Group Master	06/12/2016	$ 600.00
The Nature Conservancy, Group Master	06/12/2016	$ 6,977.25
Grayson's Bat Mitzvah, Group Master	06/18/2016	$ 1,537.50
Grayson's Bat Mitzvah, Group Master	06/18/2016	$ 1,537.50
Guild/Hanna Wedding, Group Master	06/18/2016	$ 2,200.00
Guild/Hanna Wedding, Group Master	06/18/2016	$ 2,200.00
Klay Bar Mitzvah, Group Master	06/18/2016	$ 3,187.50
Klay Bar Mitzvah, Group Master	06/18/2016	$ 3,187.50
MIT External Relations 2016, Group Master	06/23/2016	$ 5,216.00
Niven/Oldfield Wedding, Group Master	06/23/2016	$ 2,745.00
Niven/Oldfield Wedding, Group Master	06/23/2016	$ 2,745.00
McManus/Grilli Wedding, Group Master	06/25/2016	$ 3,187.50
McManus/Grilli Wedding, Group Master	06/25/2016	$ 3,187.50
Judd/Gahan Wedding, Group Master	07/01/2016	$ 3,187.50
Olson/Quirk Wedding, Group Master	07/01/2016	$ 2,713.75
Olson/Quirk Wedding, Group Master	07/01/2016	$ 2,713.75
Olson/Quirk Rehearsal Dinner, Group Master	07/02/2016	$ 376.10
MIT Mfin Orientation 2016, Group Master	07/05/2016	$ 3,795.00
Sheble-Hall/LaMontagne Wedding, Group Master	07/08/2016	$ 3,737.50
Sheble-Hall/LaMontagne Wedding, Group Master	07/08/2016	$ 3,737.50
Benchmark Assisted Living, Group Master	07/13/2016	$ 1,714.00
Giannetto, Mike & Rachel	07/16/2016	$ 172.32
Trainor, Margo	07/16/2016	$ 150.78
Varley/Kraeutler Wedding, Group Master	07/16/2016	$ 3,187.50
Varley/Kraeutler Wedding, Group Master	07/16/2016	$ 4,000.00
Varley, Katie	07/16/2016	$ 172.32
Helinek-Van Alsten Wedding, Group Master	07/23/2016	$ 3,437.50
Helinek-Van Alsten Wedding, Group Master	07/23/2016	$ 3,437.50
Newton Parks and Recreation, Group Master	07/23/2016	$ 1,199.25
Huang/Thompson Wedding, Group Master	07/30/2016	$ 3,118.75
Huang/Thompson Wedding, Group Master	07/30/2016	$ 3,118.75
Biron-Bencivenga Wedding, Group Master	08/12/2016	$ 3,437.50
Biron-Bencivenga Wedding, Group Master	08/12/2016	$ 3,437.50
Connecticut College, Group Master	08/15/2016	$ 1,751.64
Clark/Karsok Wedding, Group Master	08/20/2016	$ 3,437.50
Covel/Bernoth Wedding, Group Master	08/26/2016	$ 3,437.50
Lamoureux/Carroll Wedding, Group Master	08/26/2016	$ 2,200.00

Lamoureux/Carroll Wedding, Group Master	08/26/2016	$	2,200.00
Deromedi-Van der schijff Weddi, Group Master	09/02/2016	$	1,950.00
Silverman-Dolan Wedding, Group Master	09/02/2016	$	4,587.50
Troutman Bar Mitzvah, Group Master	09/05/2016	$	875.00
Greeley-Riley Wedding, Group Master	09/09/2016	$	4,367.50
Sherman/Bradshaw Wedding, Group Master	09/09/2016	$	3,187.50
Ribeiro Bat Mitzvah, Group Master	09/10/2016	$	1,695.00
Adoptions with Love, Group Master	09/11/2016	$	2,449.00
DNV GL, Group Master	09/11/2016	$	11,338.78
DNV GL, Group Master	09/11/2016	$	8,996.25
Baker-Sleasman Wedding, Group Master	09/14/2016	$	4,580.00
Asian American Center, Group Master	09/16/2016	$	3,010.00
Goldman/Guo Wedding, Group Master	09/16/2016	$	3,437.50
Jacob & Josh`s Bar Mitzvah, Group Master	09/16/2016	$	1,350.00
International Transplant Skin, Group Master	09/22/2016	$	6,473.75
Carhart-Cunningham Wedding, Group Master	09/23/2016	$	2,200.00
Colliton/Donnelly Wedding, Group Master	09/23/2016	$	3,587.50
Casey Bar Mitzvah, Group Master	09/24/2016	$	2,460.00
DaCosta-Hanson Wedding, Group Master	09/24/2016	$	1,755.00
Society for Organizational Lea, Group Master	09/27/2016	$	3,805.00
Genetti/Nagengast Wedding, Group Master	09/29/2016	$	2,800.00
Sullivan/Nutton Wedding, Group Master	09/30/2016	$	3,437.50
Genetti/Nagengast Rehearsal Di, Group Master	10/01/2016	$	812.50
Mobius Executive Leadership, Group Master	10/06/2016	$	18,444.50
LaForce/Spriggs Wedding, Group Master	10/07/2016	$	2,200.00
Ehramjian/Davenport Wedding, Group Master	10/08/2016	$	3,437.50
Noonan-Wasnewsky Wedding, Group Master	10/09/2016	$	3,187.50
Massachusetts Municipal Associ, Group Master	10/11/2016	$	626.70
Eggleston/Charbonneau Wedding, Group Master	10/13/2016	$	2,610.00
Hossifield/Lambias Wedding, Group Master	10/15/2016	$	3,187.50
Summer Institute, Group Master	10/15/2016	$	5,000.00
DeLucia/Spearin Wedding, Group Master	10/16/2016	$	1,942.50
DeLucia/Spearin Wedding, Group Master	10/16/2016	$	7,546.13
Curtis-Asselin Wedding, Group Master	10/21/2016	$	2,800.00
Racicot-Hackathorn Wedding, Group Master	10/22/2016	$	3,437.50
Rayah`s Bat Mitzvah, Group Master	10/22/2016	$	1,417.50
MLD Master Program, Group Master	10/24/2016	$	7,357.00
United Church of Christ, Group Master	10/24/2016	$	6,245.90
Fetterolf/Burmeister Wedding, Group Master	10/28/2016	$	3,118.75
Abbey/Joyce Wedding, Group Master	11/05/2016	$	3,412.50
Colman Bar Mitzvah, Group Master	11/11/2016	$	1,287.50
Hancock Wedding Reception, Group Master	11/11/2016	$	1,200.00
Hancock Wedding Reception, Group Master	11/11/2016	$	225.00
Hancock Wedding Reception, Group Master	11/11/2016	$	225.00
Temple Beth Elohim Adult Fall, Group Master	11/18/2016	$	2,668.50
Costello/Brooks Wedding, Group Master	11/19/2016	$	2,737.50
Haviland/Landers Wedding, Group Master	11/25/2016	$	1,900.00
Grusmark-Ramirez Wedding, Group Master	12/10/2016	$	2,875.00
Moran/Ginden Wedding, Group Master	02/25/2017	$	2,812.50
Levinson Bat Mitzvah, Group Master	04/08/2017	$	2,602.50
Leahy-Van Duyn Wedding, Group Master	05/13/2017	$	3,437.50
Hutt/McCrossan Wedding, Group Master	05/20/2017	$	3,437.50
Devine-Kessler Wedding, Group Master	05/26/2017	$	3,437.50
Minogue-Murphy Wedding, Group Master	06/03/2017	$	3,187.50
Oster/Macaulay Wedding, Group Master	06/09/2017	$	3,437.50
Ramirez/Miranda Wedding, Group Master	07/07/2017	$	1,950.00
Torres/Devanna Wedding, Group Master	09/23/2017	$	3,118.75
Bentley-Grosse Wedding, Group Master	09/30/2017	$	3,650.00

Hall/Dalmolin Wedding, Group Master	10/06/2017	$	3,187.50
LaCarubba/Glennon Wedding, Group Master	10/06/2017	$	3,187.50
Marchand-Menapace Wedding, Group Master	10/07/2017	$	3,437.50
Braun-Horman Wedding, Group Master	10/13/2017	$	2,527.50
Braun-Horman Wedding, Group Master	10/13/2017	$	1,685.00
	$		558,855.47

EXHIBIT B

Intentionally Deleted

EXHIBIT C

FORM OF QUITCLAIM DEED

QUITCLAIM DEED

Address: 529 Chestnut Street, Ashland, MA

NORTHEASTERN UNIVERSITY, a non-profit private institution of higher education and research, with an address of 360 Huntington Avenue, Boston, Massachusetts 02115 ("Grantor"), for consideration paid and full consideration of EIGHT MILLION and NO/100 DOLLARS ($8,000,000.00) hereby grants to the MASSACHUSETTS STATE COLLEGE BUILDING AUTHORITY, a body politic and corporate organized and existing under Chapter 703 of the Acts of 1963, as amended, with an address of 253 Summer Street, 3rd floor, Boston, MA, 02210 with QUITCLAIM COVENANTS, the land, together with any improvements thereon, located in Ashland, Middlesex County, Massachusetts, as more particularly described in Exhibit A attached hereto and made a part hereof.

The conveyance is made together with and subject to all recorded easements, conditions, restrictions and agreements and all other matters of record that lawfully apply to the property hereby conveyed.

The premises do not constitute all or substantially all of the Grantor's property in the Commonwealth of Massachusetts.

For Grantor's title, see deed dated July 1, 1963 recorded with the Middlesex South District Registry of Deeds in Book 10305, Page 040 and deed dated December 17, 1964 recorded with the Middlesex South District Registry of Deeds in Book 10720, Page 431.

Pursuant to the provisions of Section One of Chapter 64D of the Massachusetts General Laws, as amended by Chapter 198 of the Acts of 1978, and Chapter 133 of the Acts of 1992, no excise tax is due and no excise stamps are affixed.

[Balance of page intentionally left blank]

Executed under seal as of the _____ day of _____, 2016.

NORTHEASTERN UNIVERSITY

By: _____
Name: _____
Title: _____

THE COMMONWEALTH OF MASSACHUSETTS

_____, ss _____, 2016

On this____ day of _____ , 2016, before me, the undersigned Notary Public, personally appeared _____, in his/her capacity as _____ of Northeastern University, who proved to me through satisfactory evidence of identification which was his/her personal identity known to me to be the person whose name is signed on the herein document and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of Northeastern University.

_____
Print Name
Notary Public
My Commission Expires:

SEAL

Execution Version 2/19/16

EXHIBIT A to DEED

Legal Description

EXHIBIT D

BILL OF SALE

BE IT KNOWN, for good consideration, and in payment of the sum of EIGHT MILLION and 00/100 Dollars ($8,000,000.00), the receipt and sufficiency of which is acknowledged, the undersigned NORTHEASTERN UNIVERSITY, a Massachusetts nonprofit institution of higher education and research, with an address of 360 Huntington Avenue, Boston, Massachusetts 02115 (hereinafter, "**Seller**") hereby sells, transfers, assigns, conveys and delivers to MASSACHUSETTS STATE COLLEGE BUILDING AUTHORITY, a body politic and corporate organized and existing under Chapter 703 of the Acts of 1963, as amended, with an address of 253 Summer Street, 3rd Floor, Boston, MA 02210 (hereinafter, "**Buyer**"), and the Buyer's successors and assigns forever, all of the Seller's rights, title and interest in and to the furnishings, equipment, inventory, computer software, reservation system, and all tangible personal property used solely in connection with that certain business known as The Warren Conference Center and Inn presently located on the Real Property at 529 Chestnut Street, Ashland, Massachusetts, including those assets described in **Exhibit A** attached hereto and made a part hereof (the "**Tangible Personal Property**").

Seller warrants to Buyer that it has good and marketable title to the Tangible Personal Property described in **Exhibit A** attached hereto, full authority to sell and transfer such Tangible Personal Property, and that such Tangible Personal Property is sold and transferred free of all liens, encumbrances, liabilities and adverse claims of every nature and description whatsoever.

Seller further warrants to Buyer that it will fully defend, protect, indemnify and hold harmless the Buyer and its lawful successors and assigns from any adverse claim relative to the title to the Tangible Personal Property, described in **Exhibit A** attached hereto, made by all persons whomsoever.

The warranties of Seller contained herein shall survive for a period of nine (9) months from the date hereof, and with respect to any written claim made within such period, until final unappealable adjudication or settlement thereof. Any claim relative to such warranties must be delivered to Seller on or before that date which is nine (9) months after the date hereof, time being of the essence. No such notice of claim shall be effective unless such notice identifies such claim with reasonable specificity or sets forth the primary facts, circumstances, conditions or events then known to Buyer which gave rise to such claim. Notwithstanding anything herein to the contrary, Seller shall in no event have any liability for any claim (i) unless and until the aggregate amount of all such claims exceeds $25,000.00 and then only to the extent such aggregate amount exceeds $25,000.00, or (ii) for any amounts in excess of $3,000,000.00 in the aggregate.

Said property is otherwise sold in "as is" condition and where presently located, without any other representation or warranty of any kind, either express or implied except as otherwise

expressly set forth herein and in that certain Purchase and Sale Agreement, dated as of _____, 2016 between Seller and Buyer.

Executed under seal this _____ day of _____, 2016

SELLER:

NORTHEASTERN UNIVERSITY

Signed in the presence of:

By: _____

_____

Execution Version 2/19/16

EXHIBIT A to BILL OF SALE

TANGIBLE PERSONAL PROPERTY

EXHIBIT E

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made as of this _____ day of _____, 2016, by and between Northeastern University, a nonprofit private institution of higher education and research with an address of 360 Huntington Avenue, Boston, Massachusetts 02115 ("**Assignor**") and Massachusetts State College Building Authority, a body politic and corporate organized and existing under Chapter 703 of the Acts of 1963, as amended, with an address of 253 Summer Street, 3rd floor, Boston, MA 02210 ("**Assignee**").

WITNESSETH:

WHEREAS, Assignee has this date purchased from Assignor certain real property (the "**Premises**"), known as the Warren Conference Center and Inn, located at 529 Chestnut Street, Ashland, Massachusetts, as more particularly described in that certain Quitclaim Deed from Assignor to Assignee of even date herewith; and

WHEREAS, under the terms and conditions of the Purchase and Sale Agreement pursuant to which the Premises were purchased (the "**Agreement**"), it was contemplated that Assignor and Assignee would enter into this Assignment;

NOW, THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

1. Assignor hereby transfers and assigns to Assignee all right, title and interest of Assignor, if any, in and to the following described property:

(a) all those certain management, service, supply and maintenance agreements, equipment leases and other contracts with respect to or affecting the Premises which Assignee has elected to assume per the Agreement for the Premises, all as specifically listed on **Exhibit A** attached hereto and made a part hereof (collectively, the "**Contracts**");

(b) any other intangible property owned by Assignor and currently used solely in the ownership or operation of the Premises including, without limitation, the trade name "Warren Conference Center and Inn," and any and all assignable permits, licenses, governmental approvals, certificates of occupancy, guaranties, warranties or other rights and approvals relating to the ownership, use or operation of the Premises as a conference center and inn, including without limitation, those listed on **Exhibit B** attached hereto and made a part hereof (collectively, the "**Intangibles**");

TO HAVE AND TO HOLD all of the foregoing unto the Assignee, its successors and assigns, from and after the date hereof, subject to the terms, covenants, conditions and provisions contained herein.

2. Assignee hereby accepts the foregoing assignment of the Contracts and the Intangibles and does hereby covenant that with respect thereto:

(a) Assignee hereby assumes all the duties and obligations of Assignor accruing with respect to the period from and after the date hereof under the Contracts and the Intangibles.

(b) To the extent permitted by law, Assignee shall indemnify and defend Assignor against, and hold Assignor harmless from, any and all claims, liabilities and costs arising out of or relating to Assignee's failure to perform any duty or obligation of Assignee under the Contracts and the Intangibles attributable to the acts or omissions of Assignee and arising with respect to the period after the date hereof provided, however, that Assignee's monetary obligation under the foregoing indemnification shall, in no event, exceed $3,000,000.00.

3. Assignor shall indemnify and defend Assignee against, and hold Assignee harmless from any and all claims, liabilities and costs arising out of or relating to Assignor's failure to perform any duty or obligation of Assignor under the Contracts and the Intangibles attributable to the acts or omissions of Assignor and accruing with respect to the period before the date hereof under the Contracts and the Intangibles, provided, however, that Assignor's monetary obligation under the foregoing indemnification shall, in no event, exceed $3,000,000.00.

4. Assignor warrants to Assignee that it has good and marketable title to the Contracts and the Intangibles, and that the Contracts and Intangibles are sold and transferred free of all liens, encumbrances, liabilities and adverse claims of every nature and description whatsoever.

Assignor further warrants to Assignee that (a) Assignor has full authority to assign the Contracts and Intangibles and this assignment does not violate any term of any Contract or Intangible being assigned; (b) all Contracts are in full force and effect and, to Assignor's knowledge, there has occurred no event under any Contract which, with the passage of time, would constitute a breach thereof; (c) all payments and other obligations under the Contracts have been paid or are otherwise current; and (d) Assignor will fully defend, protect, indemnify and hold harmless the Assignee and its lawful successors and assigns from any adverse claim relative to the title to the Contracts and Intangibles by all persons whomsoever.

The warranties of Assignor contained herein shall survive for a period of nine (9) months from the date hereof, and with respect to any written claim made within such period, until final unappealable adjudication or settlement thereof. Any claim relative to such warranties must be delivered to Assignor on or before that date which is nine (9) months after the date hereof, time being of the essence. No such notice of claim shall be effective unless such notice identifies such claim with reasonable specificity or sets forth the primary facts, circumstances, conditions or events then known to Assignee which gave rise to such claim. Notwithstanding anything herein to the contrary, Assignor shall in no event have any liability for any claim (i) unless and until the aggregate amount of all such claims exceeds $25,000.00 and then only to the extent such aggregate amount exceeds $25,000.00, or (ii) for any amounts in excess of $3,000,000.00 in the aggregate.

The Contracts and Intangibles are otherwise transferred in "as is" condition and where presently located, without any other representation or warranty of any kind, either express or implied except as otherwise expressly set forth herein and in that certain Purchase and Sale Agreement, dated as of February ___, 2016 between Assignor, as seller, and Assignee, as buyer.

5. This Agreement and the obligations of the parties hereunder shall survive the closing of the transactions referred to in the Agreement, shall be binding upon and inure to the benefit of the parties hereto, their respective legal representatives, successors and assigns and shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and may not be modified or amended except by written agreement signed by both parties.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed under seal on the day and year first above written.

ASSIGNOR: NORTHEASTERN UNIVERSITY

_____

_____

ASSIGNEE: MASSACHUSETTS STATE COLLEGE BUILDING AUTHORITY

By: _____
Edward H. Adelman, Executive Director

AGREED TO AND ACCEPTED BY: COMMONWEALTH OF MASSACHUSETTS, Acting by and through its Division of Capital Management and Maintenance by and on behalf of Framingham State University

By: _____
Carol W. Gladstone, Commissioner

FRAMINGHAM STATE UNIVERSITY

By: _____
Dale Hamel, Executive Vice President

EXHIBIT A

Contracts

EXHIBIT B

Intangibles

EXHIBIT F

BENEFICIAL INTEREST DISCLOSURE STATEMENT

INSTRUCTION SHEET

NOTE: The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

Section (1): Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

Section (2): Identify the type of transaction to which this Disclosure Statement pertains --such as a sale, purchase, lease, etc.

Section (3): Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

Section (4): Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

Section (5): Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles then describe the role in words.

Section (6): List the names and addresses of **every** legal entity and **every** natural person that has or will have a **direct or indirect** beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

Section (7): Write "none" in the blank if none of the persons mentioned in Section 6 is employed by DCAMM. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM.

Section (8): The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

Section (9): Make sure that this Disclosure Statement is signed by the correct person. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) REAL PROPERTY:

529 Chestnut Street in Ashland, Massachusetts and shown as Lot 1, 2 and 3 on a plan entitled "Plan of Land in Ashland Mass Property of Edith B. Warren dated June 10, 1963 prepared by Schofield Brothers, and recorded as Plan Number 1099 at the Middlesex South District Registry of Deeds at the End of Book 10325.

(2) TYPE OF TRANSACTION, AGEEMENT, or DOCUMENT:

Purchase and Sale Agreement

(3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:

Massachusetts State College Building Authority

(4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY (IF NOT AN INDIVIDUAL):

Northeastern University, a Massachusetts nonprofit corporation

(5) ROLE OF DISCLOSING PARTY (Check appropriate role):

_____Lessor/Landlord _____Lessee/Tenant

__X__Seller/Grantor _____Buyer/Grantee

_____Other (Please describe):_____

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME	RESIDENCE
Northeastern University	360 Huntington Avenue, Boston, MA 02115

(7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none): None

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

(9) This Disclosure Statement is hereby signed under penalties of perjury.

Northeastern University
PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

Greg Condell 02/26/2016
AUTHORIZED SIGNATURE of DISCLOSING PARTY DATE (MM / DD / YYYY)

Greg Condell AVP Finance
PRINT NAME & TITLE of AUTHORIZED SIGNER

APPROVED
as to form
2/23/16
M.G.

EXHIBIT G

FIRPTA CERTIFICATE

Section 1445 of the Internal Revenue Code provides that a Transferee (Buyer) of a U.S. real property interest must withhold tax if the Transferor (Seller) is a foreign person. To inform the Commonwealth of Massachusetts (the "Transferee") that withholding tax is not required upon the disposition of a U.S. real property interest by Northeastern University (the "Transferor"), the undersigned hereby certifies the following on behalf of the Transferor:

1. The Property which is the subject matter of this disposition is:

2. The Transferor is not a non-resident alien for purposes of the U.S. income taxation (as such term is defined by the Internal Revenue Code and Income Tax Regulations).

3. The Transferor's U.S. taxpayer identification number is _____.

4. The Transferor's address is _____.

5. The Transferor understands that this certification be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification, and to the best of my knowledge and belief, it is true, correct and complete. I further declare that I have authority to sign this document on behalf of the Transferor.

NORTHEASTERN UNIVERSITY

By: _____

DATED:

EXHIBIT H

AFFIDAVIT

To:	Massachusetts State College Building Authority and [Title Company]
Real Property:	529 Chestnut Street, Ashland, Massachusetts
Seller:	Northeastern University
Buyer:	Massachusetts State College Building Authority

The undersigned owner of the above Real Property does hereby depose and say that:

1. There is no person, firm or corporation to whom a debt is due for labor, services or materials furnished in the erection, alteration, repair, or removal of a building or structure upon the Real Property by virtue of an agreement with or the consent of the undersigned for work actually performed within the past 93 days, including the date of this affidavit.

2. As of this date there are no tenants, lessees, or other parties in possession of the Real Property [other than_____]

3. Except as may be shown in Middlesex South District Registry of Deeds, all bills for municipal taxes, charges, fees or services which could become liens have been paid by Seller.

4. No security interest has been given by the undersigned or to the knowledge of the undersigned in any Personal Property or fixtures installed or placed on the Real Property.

5. The undersigned has not filed a petition in Bankruptcy and is not a debtor in any proceeding under the United States Bankruptcy Code.

This affidavit is in lieu of a customary affidavit to a title insurance company and is made for the purpose of facilitating the acquisition by the Massachusetts State College Building Authority of the Property. The undersigned agrees to indemnify the Buyer for damages arising from any misrepresentations contained herein, including but not limited to claims for relocation assistance by persons or entities whose names are not disclosed in paragraph 3 above.

[Signatures on following page]

This certificate is executed under penalties of perjury:

NORTHEASTERN UNIVERSITY:

_____ _____

Name: Date

Title:

COMPASS GROUP USA, INC.
doing business as FLIK International Corp.:

_____ _____

Name: Date

Title:

EXHIBIT I

OFAC REPRESENTATION

As used herein, "Transferor" means the Seller and anyone having an interest in the Seller.

As of the Closing Date, Seller hereby represents, warrants, covenants and agrees as follows:

(a) No Transferor, any direct or indirect interest holder in any Transferor (collectively, the "Transferor Parties"), or any affiliate of any Transferor is subject to sanctions of the United States government or in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations ("Laws") relating to terrorism or money laundering, including, without limitation, Executive Order No. 13224, 66 Fed. Reg. 49079 (published September 25, 2001) (the "Terrorism Executive Order") or a Person similarly designated under any related enabling legislation or any other similar Executive Orders (collectively with the Terrorism Executive Order, the "Executive Orders"), the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56, the "Patriot Act"), any sanctions and regulations promulgated under authority granted by the Trading with the Enemy Act, 50 U.S.C. App. 1-44, as amended from time to time, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, as amended from time to time, the Iraqi Sanctions Act, Publ. L. No. 101-513; United Nations Participation Act, 22 U.S.C. § 287c, as amended from time to time, the International Security and Development Cooperation Act, 22 U.S.C. § 2349 aa-9, as amended from time to time, The Cuban Democracy Act, 22 U.S.C. §§ 6001-10, as amended from time to time, The Cuban Liberty and Democratic Solidarity Act, 18 U.S.C. §§ 2332d and 2339b, as amended from time to time, and The Foreign Narcotics Kingpin Designation Act, Publ. L. No. 106-120, as amended from time to time.

(b) None of the Transferor, the Transferor Parties or any affiliate of Transferors is (i) listed on the Specially Designated Nationals and Blocked Persons List (the "SDN List") maintained by the Office of Foreign Assets Control ("OFAC"), Department of the Treasury, and/or on any other similar list ("Other Lists" and, collectively with the SDN List, the "Lists") maintained by the OFAC pursuant to any authorizing statute, Executive Order or regulation (collectively, "OFAC Laws and Regulations"); or (ii) a Person (a "Designated Person") either (A) included within the term "designated national" as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, or (B) designated under Sections 1(a), 1(b), 1(c) or 1(d) of the Terrorism Executive Order or a Person similarly designated under any related enabling legislation or any other similar Executive Orders (collectively, the "Executive Orders"), including a "Prohibited Person". The OFAC Laws and Regulations and the Executive Orders are collectively referred to as the "Anti-Terrorism Laws". "Prohibited Person" is defined as follows:
(i) a person or entity that is listed in the Annex to the Terrorism Executive Order, or is otherwise subject to the provisions of the Terrorism Executive Order or any other Executive Order;
(ii) a person or entity owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the Annex to the Terrorism Executive Order, or is otherwise subject to the provisions of the Terrorism Executive Order or any other Executive Order;

(iii) a person or entity with whom any Transferor is prohibited from dealing or otherwise engaging in any transaction by any terrorism or anti-money laundering Law, including the Terrorism Executive Order, any other Executive Order and the Patriot Act;
(iv) a person or entity who commits, threatens or conspires to commit or supports "terrorism" as defined in the Terrorism Executive Order or any other Executive Order; or
(v) (a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control at its official website, http://www.treas.gov/ofac/tllsdn.pdf or any replacement website or other replacement official publication of such list.

(c) Transferor and its Transferor Parties have, required and shall require, and have taken and shall take all reasonable measures to ensure compliance with the requirement that no Transferor Parties or Affiliates of any Transferor is or shall, be listed on any Lists be a Designated Person, or be in violation of any Laws, including any OFAC Laws and Regulations.

(d) None of Transferor, the Transferor Parties or any Affiliate of Transferor is or will (i) conduct any business or engage in making or receiving any contribution of funds, goods or services to or for the benefit of any Designated Person, (ii) deal in, or otherwise engage in, any transaction relating to any property or interest in property blocked pursuant to any Executive Order or the Patriot Act, or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Executive Order or the Patriot Act.

SELLER

Northeastern University

By: _____

Name: _____

Title: _____

EXHIBIT J

Seller Disclosures

1. Neal Coleman v. Flik International Corporation and Compass Group USA, Inc. (Middlesex County Superior Court, Civil Action No. 20151694) – This litigation involves an alleged injury sustained by the plaintiff in 2012. The injury appears to have occurred on property adjacent or nearby the Property and plaintiff alleges that the negligent act(s) of Manager's staff, in part, caused the alleged injury. Seller has not been named as a party to the litigation.

2. On September 4, 2015, one of Seller's students suffered a knee injury while using the so-called "ropes course" located on the Property. To Seller's knowledge, there is no evidence of any negligence on the part of Manager, Seller or any other party. To date, no claim has been made against the University or, to Seller's knowledge, against the Manager.

EXHIBIT K

Manager Contracts

1. Service Agreement by and between Manager, doing business as The Warren Conference Center, and DMX, Inc., doing business as Mood Media, executed by Manager on April 3, 2014 for satellite music services at the Property.

2. Small Business Contract by and between Manager, doing business as The Warren Conference Center, and ADT LLC, doing business as ADT Security Services, dated September 18, 2014 for security alarm installation and services at "The Inn" at the Property.

3. Small Business Contract by and between Manager, doing business as The Warren Conference Center, and ADT LLC, doing business as ADT Security Services, executed on September 18, 2014 for security alarm installation and services at "The Northern Lodge" at the Property.

Attachment D

MEMORANDUM OF AGREEMENT
BY AND AMONG
DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE
MASSACHUSETTS STATE COLLEGE BUILDING AUTHORITY
FRAMINGHAM STATE UNIVERSITY

This Memorandum of Agreement (this "Agreement") is made as of the 23rd day of December, 2015, by and among the Commonwealth of Massachusetts (the "Commonwealth"), acting by and through its Division of Capital Asset Management and Maintenance ("DCAMM"), a state agency constituted under Chapter 7C of the Massachusetts General Laws, the Massachusetts State College Building Authority ("MSCBA"), a body politic and corporate organized and existing under Chapter 703 of the Acts of 1963, as amended, and Framingham State University ("FSU"; and collectively with DCAMM and MSCBA, the "Parties"), a state educational institution organized and existing under Chapter 73 of the Massachusetts General Laws, and sets forth the obligations of the Parties in connection with the acquisition of the "Property", as defined below.

WHEREAS, the Commonwealth has determined that it is in its best interest to acquire, on behalf of FSU from Northeastern University ("Northeastern") for an agreed upon purchase price of $8.0 million, the Warren Conference Center and Inn (the "Conference Center") located at 529 Chestnut Street in Ashland, Massachusetts, consisting of approximately 65.22 acres of land, together with the buildings and other structures located thereon (the "Real Property") and all tangible and intangible personal property used in connection with the operation of the Conference Center (the "Personal Property", and together with the Real Property, the "Property"); and

WHEREAS, the Commonwealth, through its Executive Office of Administration and Finance, has scheduled $4.0 million in general obligation bond support in its FY2016 Capital Spending Plan for the acquisition of the Property; and

WHEREAS, the Massachusetts Legislature has appropriated $2.5 million through the FY2015 Supplemental Appropriations Bill for the acquisition of the Property; and

WHEREAS, FSU, with the approval of its Board of Trustees, has committed funding $1.5 million for this purpose, which it anticipates receiving from MSCBA; and

WHEREAS, the members of MSCBA have approved the issuance of $1.5 million in its 2015A revenue bond issue to provide to FSU to supplement the other funds for the acquisition of the Property;

NOW, THEREFORE, in consideration of the mutual promises and expectations set forth herein, the Parties agree as follows:

1. Acquisition of the Property.

MSCBA will acquire the Property from Northeastern on behalf of DCAMM and FSU. In this connection:

(a) MSCBA will prepare or cause to be prepared and will negotiate a Purchase and Sale Agreement ("PSA") with Northeastern, subject to approval by DCAMM and FSU;

(b) MSCBA will review due diligence materials provided by DCAMM and will undertake any additional due diligence it or DCAMM or FSU deems prudent;

(c) MSCBA will enter into the PSA, as approved by the Parties, as buyer, and will acquire the Property at a time and place mutually agreed upon with Northeastern (the "Closing");

(d) At the request of the Town of Ashland (the "Town") and FSU, MSCBA may enter into a Purchase and Sale Agreement (the "Town PSA") with the Town for sale to the Town of a portion of the Property consisting of an approximately 1.5 acre parcel that includes an existing barn, silo, accessory building and shed (the "Town Parcel"). The Town PSA will be satisfactory to MSCBA and FSU in all respects. All costs of the transaction with the Town shall be borne by the Town and/or FSU;

(e) At a time and place mutually agreed upon by the Parties, MSCBA will convey the Property (with or without the Town Parcel), for no additional consideration, to the Commonwealth, acting by and through DCAMM, for the benefit of FSU and DCAMM will accept the conveyance.

2. Funding the Acquisition.

(a) Immediately upon execution hereof, DCAMM will cause to be transferred to FSU $4.0 million in scheduled general obligation bond funds (the "DCAMM Funds") and FSU will transfer $2.5 million, consisting of the funds appropriated by the Legislature, to MSCBA, to be held by MSCBA for the acquisition of the Property;

(b) At Closing, or such earlier times as FSU determines is necessary to effect the acquisition of the Property by MSCBA, FSU shall transfer the $4M in DCAMM Funds to MSCBA;

(c)

At such time as it issues its bonds and receives the proceeds thereof, MSCBA will allocate $1.5 million to the acquisition of the Property, the debt service for which shall be assessed to FSU on a semi-annual basis.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed under seal on this 15th day of December, 2015.

COMMONWEALTH OF MASSACHUSETTS, acting by and through its DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE

By: _____
Carol Gladstone
Commissioner

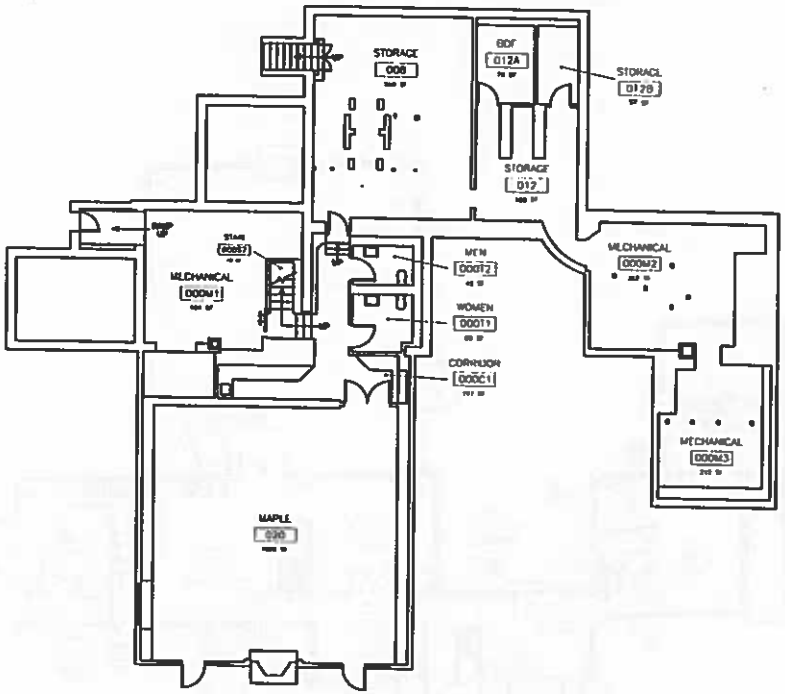
MASSACHUSETTS STATE COLLEGE BUILDING AUTHORITY

By: _____
Edward Adelman
Executive Director

FRAMINGHAM STATE UNIVERSITY

By: _____
Javier Cevallos
President

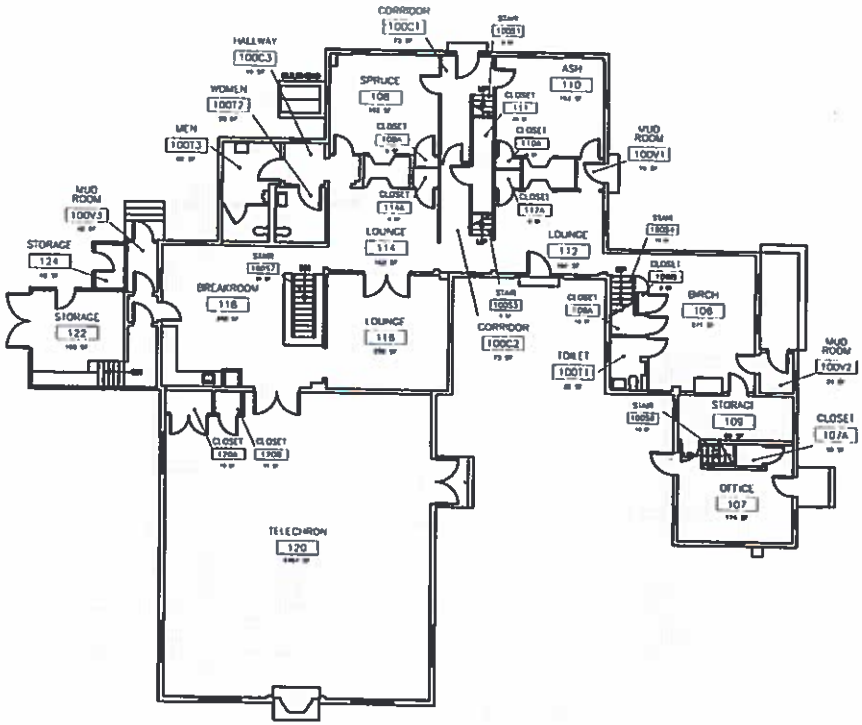
16300034\390104.4



Northeastern UNIVERSITY

WARREN HOUSE BASEMENT

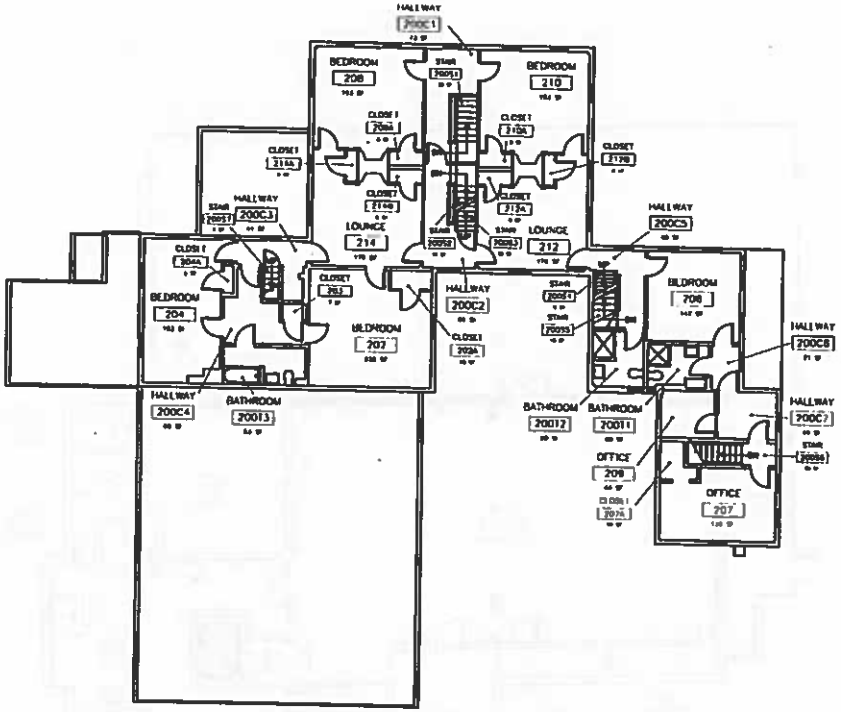
1/16" = 1'-0"



Northeastern UNIVERSITY

WARREN HOUSE
FIRST FLOOR

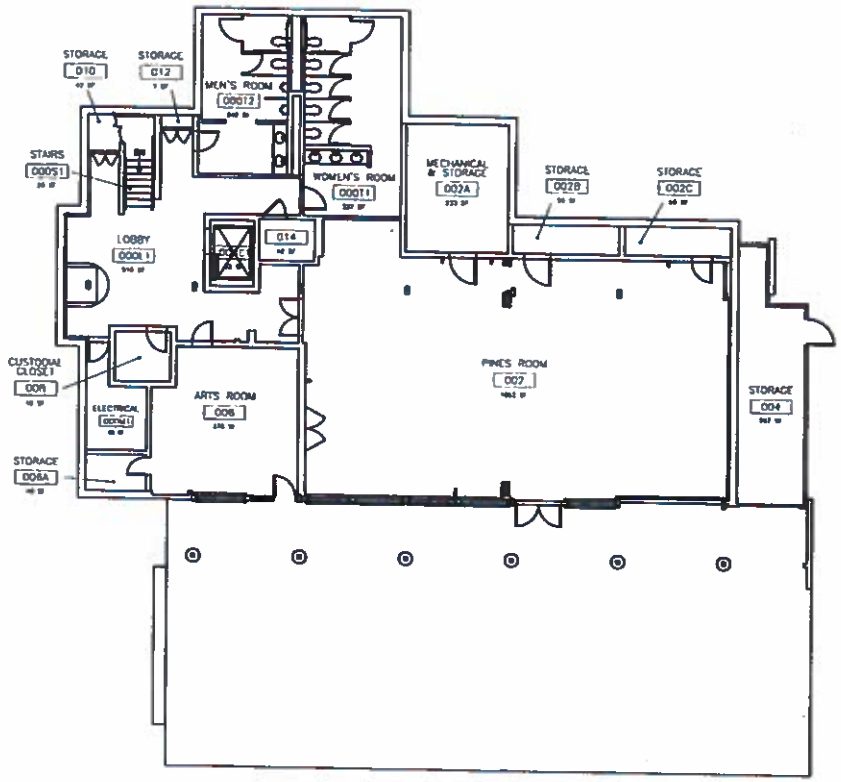
1/16" = 1'-0"



Northeastern UNIVERSITY

WARREN HOUSE
SECOND FLOOR

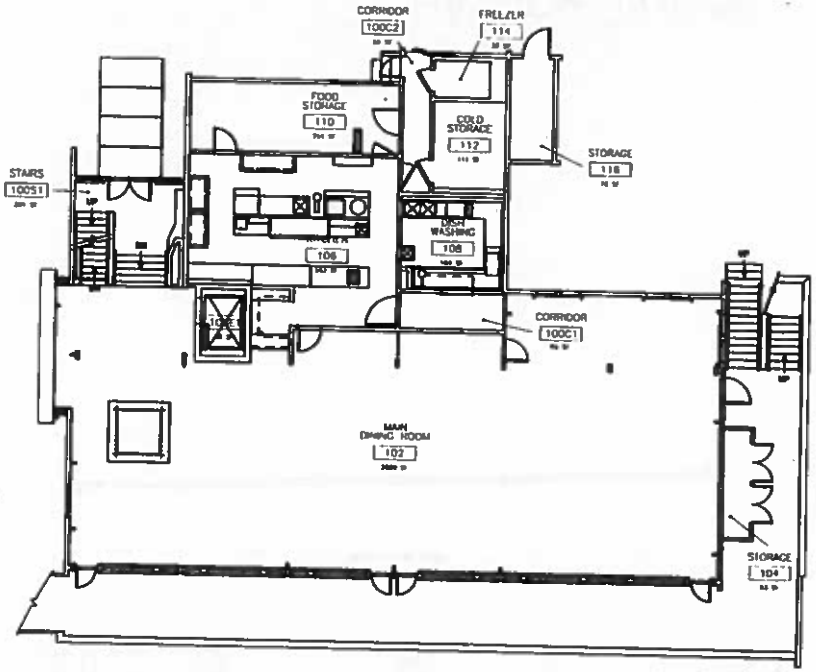
1/16" = 1'-0"



Northeastern UNIVERSITY

HAYDEN LODGE
FIRST FLOOR

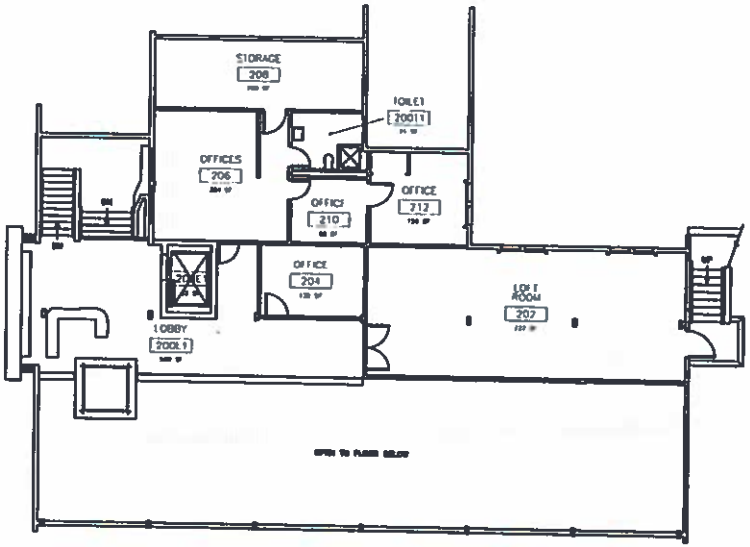
1/16" = 1'-0"



Northeastern UNIVERSITY

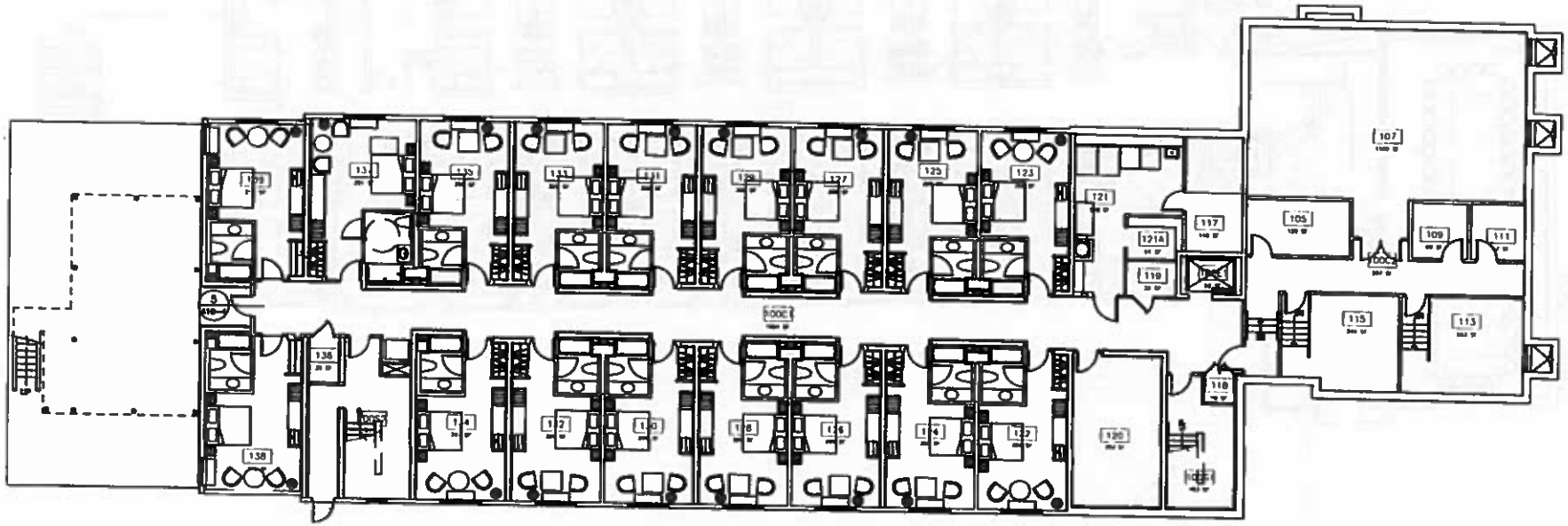
HAYDEN LODGE
SECOND FLOOR

1/16" = 1'-0"



Northeastern UNIVERSITY

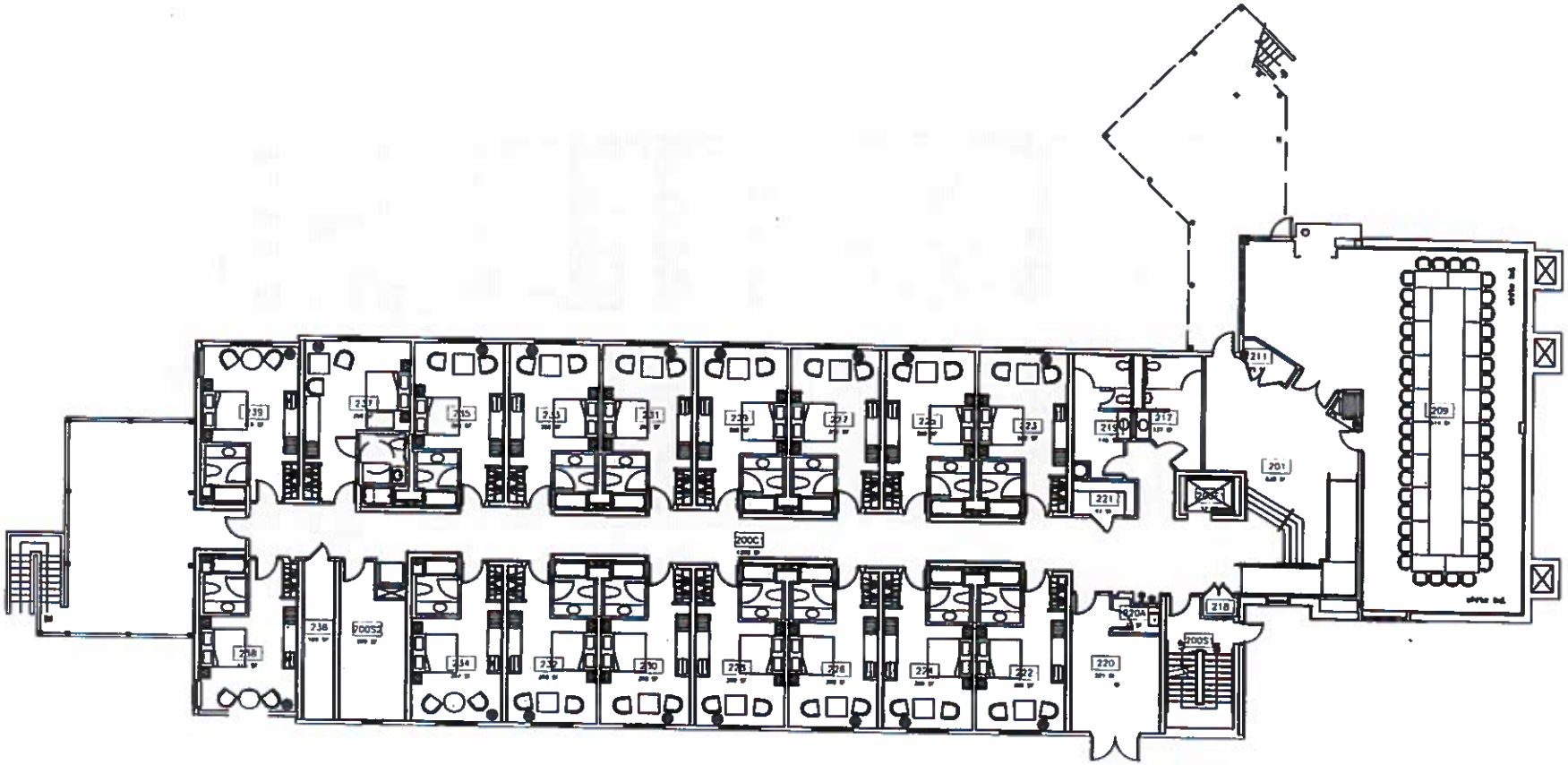
HAYDEN LODGE
THIRD FLOOR



Northeastern
UNIVERSITY

WCC INN
FIRST FLOOR

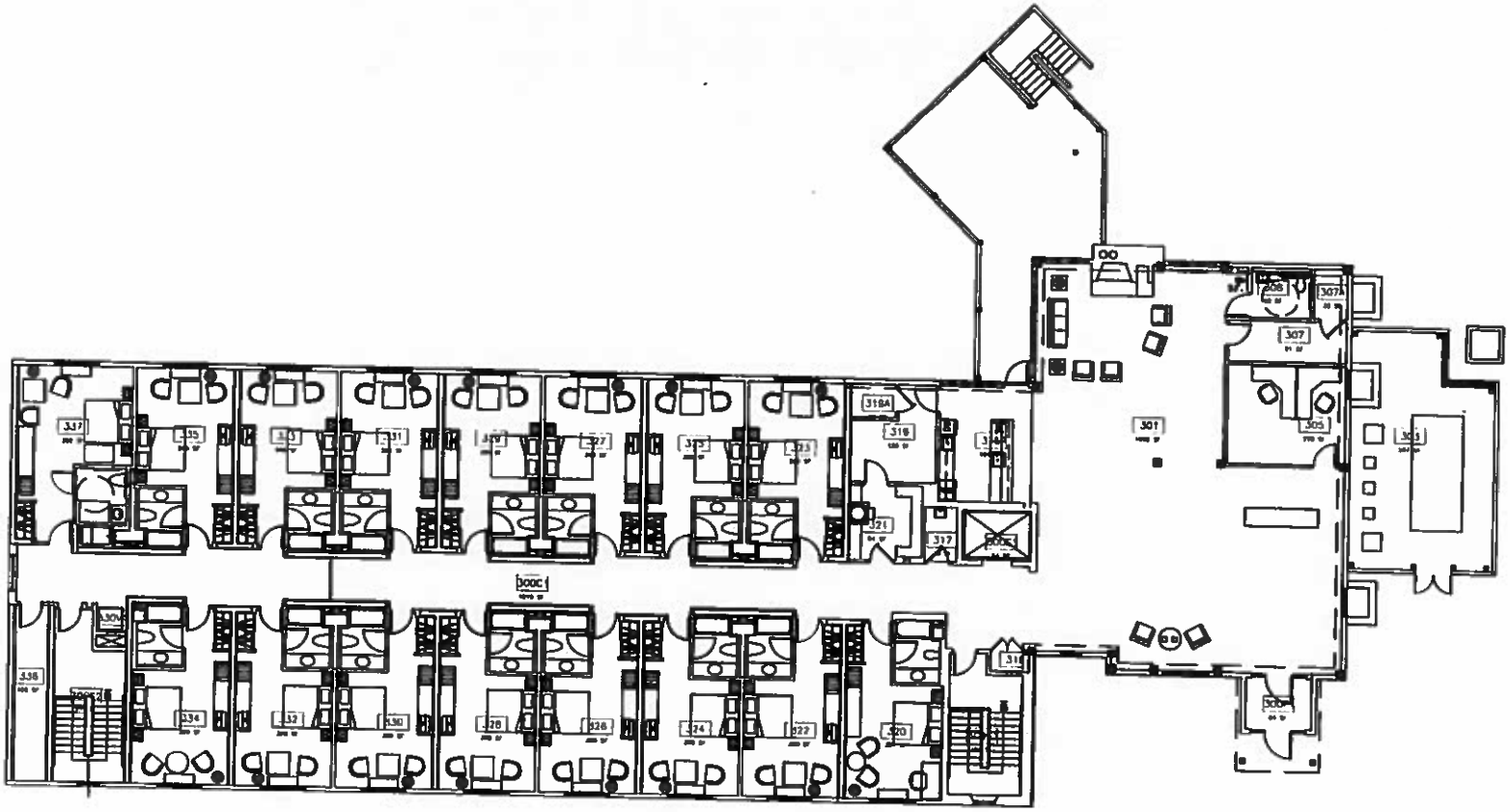
1/16" = 1'-0"



Northeastern
UNIVERSITY

WCC INN
SECOND FLOOR

1/16" = 1'-0"



Northeastern
UNIVERSITY

WCC INN
THIRD FLOOR

1/16" = 1'-0"

Town of Ashland

Susan Robie <srobie@ashlandmass.com>

Fwd: Quotes for equipment for Selectmen's meeting

1 message

Barbara Chisholm <barbara@wacatv.com> Sun, May 29, 2016 at 8:10 PM
Reply-To: barbara@wacatv.com
To: Susan Robie <srobie@ashlandmass.com>

Sue,

Attached are the proposals for the capital money which we will be requesting at the meeting on Wednesday, June 1.
Let me know if you have any questions. Have a good weekend.

Barbara

Barbara Chisholm
Executive Director
WACA TV
508-881-9222(studio)
barbara@wacatv.com

3 attachments

Ashland Kit Quote.pdf
98K

Ashland_FieldCameras_Panasonic.pdf
10K

Ashland_RemoteProduction.pdf
12K

INTEGRATED SOLUTIONS GROUP
Broadcast | Lighting | Design
A Division of The Camera Company

Date: 01.21.16

Prepared For: Barbara Chisholm
Ashland Cable Access TV
200 Butterfield Drive, Ashland, MA 01721
508-881-9222
Quote #: Q12116JL-Light Kit

LED Light Kit

Qty	Model	Description	Price	Ext
1	FLXK201	Fiilex 2-Light LED Kit with Stands, Softbox & Travel Case (Bi-Color Kit)	$1,595.00	$ 1,595.00
1	7557	Westcott Flex 1x1 Bi-Color 2-Light Travel Kit	$3,050.00	$ 3,050.00
			$0.00	$ -
			$0.00	$ -
			$0.00	$ -
			$0.00	$ -
			$0.00	$ -
			$0.00	$ -
1	Freight Charge	Freight Charge can not be determined at this time.		$ -
		Package Total		**$ 4,645.00**
		Tax can not be determined at this time		
		Quotation valid: 30 days.		

Jonathan Lipsy
Manager; Lighting Division

Integrated Solutions Group
858 Providence Highway, Norwood, MA 02062
Phone 781-769-7810 Fax 781-769-5750

HB Powering ideas

Project #	Field Cameras
Date:	2/16/2016
Ver#	1

Quoted To:	Ashland Cable Access Corporation 200 Butterfield Drive Ashland, MA 01721 Mr. Paul Beaudoin
Quoted By:	William Mintzer

Installation Site:	Ashland Cable Access Corporation 200 Butterfield Drive Ashland, MA 01721 Mr. Paul Beaudoin
Project Name:	Field Production

Item	Qty	Manufacturer	Model	Description	Unit	Total
				Equipment		
1	1	Panasonic	AG-DVX200	4K Handheld Camcorder - Kit includes:	4195.00	4195.00
2				- Single 4/3 MOS Sensor with 12 Stops DR		
3				- VW-VBD58 Battery Pack 7.2V, 5800mAh		
4				- AC Adapter Cord and Battery Charger		
5				- Variable Frame Rate Up to 120 FPS in FHD		
6	1	Panasonic	VW-VDB58	Long Life Battery	179.00	179.00
7	1	SWIT	S-3602D	Dual Battery Charger	144.00	144.00
8	2	Delkin	DDSDELITE633-32GB	32GB SDHC Elite 633X Class 10 Media Card	36.00	72.00
9	2	Delkin	DDSDELITE633-64GB	64GB SDHC Elite 633X Class 10 Media Card	62.00	124.00
10	1	Varizoom	VZRock PZFI	Zoom/Focus/Iris Control for Panasonic Cameras	252.00	252.00
11	1	Manfrotto	MV502AQ	502 Aluminum Single Leg Video System - No Spreader	298.00	298.00
12	1	Portabrace	CS-DV4U	Large Soft-Sided Camera Carry Bag	195.00	195.00
13						
				TOTAL EQUIPMENT:		$5,459.00
				Technical Services		
1		HB	Engineering	system design & engineering		NA
2		HB	Drafting	drafting & documentation		NA
3		HB	Pre-installation	shop assembly & testing		NA
4		HB	Programming	system programming		NA
5		HB	Installation	on site installation & testing		NA
6		sub	Installation	sub-contract labor		NA
7		HB	UC Services	videoconference & unified communications		NA
8		HB	Project Management	project management & site coordination		NA
9		HB	G&A	general administration		NA
10		HB	Freight	freight in/out		125.00
11		HB	Site Warranty	6-months, see terms		no charge
				TOTAL NON-EQUIPMENT:		$125.00
				TOTAL PROJECT - excluding applicable taxes:		$5,584.00
				Sales tax		
				TOTAL PROJECT INCLUDING TAX:		$5,584.00

Approved for the Customer: _____

Name: _____

Title: _____ Date: _____

HB Powering ideas

Project #	P-208xxx
Date:	4/1/2016
Ver#	1

Quoted To: Ashland Cable Access Corporation
200 Butterfield Drive
Ashland, MA 01721
Ms. Barbara Chisholm

Installation Site: Ashland Cable Access Corporation
200 Butterfield Drive
Ashland, MA 01721
Ms. Barbara Chisholm

Quoted By: William Mintzer

Project Name: Ashland - Remote Production

Item	Qty	Manufacturer	Model	Description	Unit	Total
				Equipment		
	3	Sony	EVIH100S/W	1/3" CMOS PTZ Color HD Production Camera	2,873.00	8,619.00
	3	Manfrotto	504HD,535K	3-Stage Tripod System - Max. Height 6 Feet	1,069.00	3,207.00
	1	Vaddio	999-5700-000	ProductionVIEW Precision Camera Controller	1,917.00	1,917.00
	1	Shure	SCM810	8-Channel Rackmount Audio Mixer	1,344.00	1,344.00
	1	Newtek	FG-001185-R001	TriCaster Mini HD-4 SDI - Integrated Display, 2 Drives	9,995.00	9,995.00
				- 4 HD/SD SDI Only	-	-
				- 2 Ethernet Network Inputs	-	-
				- 6 Internal Media Sources - 2 DDRs, 2 GFX, 1 Aud	-	-
	1	Newtek	FG-001189-R001	TriCaster Mini HD 4-SDI Protek Care - Warranty	1,945.00	1,945.00
	1	Samsung	S24E450D	24" LCD Montior 1920x1080 for Multiview	293.00	293.00
		WIRELESSS MIC - BOUNDARY				
		Shure	MX690-H5	Wireless Boundary Microphone with Xmit	539.00	
		Shure	SLX4	Wireless Microphone Receiver for H5	350.00	
		Shure	UA844SWB	Four-Way Antenna Combiner / Distributor	472.00	
		WIRELESSS MIC - SHOTGUN				
		Audio Technica	AT897	Shotgun Microphone with Phantom Power or AA	266.00	
		Sennheiser	SKP100-G3-B	Plug-on Transmitter	324.00	
		Sennheiser	EM100-G3-B	Rackmount Receiver	486.00	
	3	Belden	1694-B-B-50	HD-SDI Video Cable - Black - 50-Foot	47.00	141.00
	3	HB	Custom	CAT5 Cabling with Ethernet-to-DB9 Connectors	79.00	237.00
	3	HB	Custom	Copper Cable for Power Extension	88.00	264.00
	4	Canare	SC6XXJRD	XLR-M to XLR-F Audio Cable - Red - 6-Foot	19.00	76.00
	3	HB	Custom	CAT5 Cabling with RJ45 for Control	68.00	204.00
	2	Middle Atlantic	PD-915RC-20	Rackmount Power Strip - 6-Outlet	71.00	142.00
	1	Middle Atlantic	U3	3-Space Rack Shelf	46.00	46.00
	1	Middle Atlantic	C	3-Space Clamping Equipment Holder	17.00	17.00
	1	SKB	1SKB-R8W	8U Roto Rolling Rack	225.00	225.00
	2	HB	custom plates	(lot)	88.00	176.00
	1	HB	cables & connectors	cables, connectors, hardware, etc.	266.00	266.00
				TOTAL EQUIPMENT:		**$29,114.00**

			Technical Services	
1	HB	Engineering	system design & engineering	900.00
2	HB	Drafting	drafting & documentation	900.00
3	HB	Pre-installation	shop assembly & testing	2,070.00
4	HB	Programming	system programming	NA
5	HB	Installation	on site installation & testing	450.00
6	sub	Installation	sub-contract labor	NA
7	HB	UC Services	videoconference & unified communications	NA
8	HB	Project Management	project management & site coordination	500.00
9	HB	G&A	general administration	NA
10	HB	Freight	freight in/out	564.00
11	HB	Site Warranty	6-months, see terms	no charge

TOTAL NON-EQUIPMENT: **$5,384.00**

* Prices shown are good for 30 days

TOTAL PROJECT - excluding applicable taxes: **$34,498.00**

Sales tax

TOTAL PROJECT INCLUDING TAX: **$34,498.00**

Approved for the Customer: _____

Name: _____

Title: _____ Date: _____

Joseph D. Rubertone Jr., CPA

27 Lakeview Terrace, Ashland, MA 01721
(781) 856-6054 | JosephRubertone@gmail.com

Experience

Seasoned global financial planning & analysis professional with experience in high-growth technology and SaaS environments. Assisted with M&A activities, IPO preparations, accounting clean-up, financing, and both private and public investor presentations in addition to traditional FP&A functions. Drove budgeting, forecasting, management reporting and KPI activities. Functioned as trusted advisor to management and operational teams in business and sales activities.

Director of Financial Planning and Analysis
Fleetmatics Group Limited (NYSE: *FLTX*), Waltham MA **(May 2009 – September 2015)**
Publicly traded high growth SaaS business with ~$275m in annual revenue and approximately 1,000 employees

Global business partner with international C level leadership team, with ownership of detailed multi-year financial plan, modeling and tracking all aspects of the operational and financial activity of the business, frequent interactions with financial and operational controllers regarding accounting and reporting matters, maintained strong partnership with functional area managers. Tenure with the Company included transition from private to public company, revenue growth from $46m to over $275m 2009 to 2015F respectively, and subscription growth from 129k to approximately 600k, 2009 to Q1 15 respectively.

- Led the annual budgeting process through six annual cycles working one-on-one with C level business leaders to drive the creation and delivery of the annual budget.
- Deployed the global quarterly forecasting process which represented the basis for quarterly guidance.
- Drove quarterly guidance setting meetings with CEO and CFO and vice president of IR.
- Supported investor calls during quarterly earnings process as well as participation with ad hoc investor conversations during non-quiet periods.
- Developed monthly Key Performance Indicators ("KPI's") and corresponding analysis pack for distribution to multiple stakeholders ranging from the Board of Directors to functional department heads for actionable use in managing the business on an ongoing basis.
- Managed key work streams during diligence efforts with a successful $36m acquisition of Sagequest, including, preparation of key diligence schedules, meeting with target management, and assisted the CFO during the final closing process, inclusive of debt financing.
- Drove diligence activities and financial modeling on $9m acquisition of Australia-based Connect2Field product, and subsequent involvement with certain aspects of integration.
- Developed financial model for $12m French telematics business acquisition, Ornicar; and subsequent involvement with certain aspects of integration.
- Performed financial modeling for Italian product acquisition.
- Performed analytical procedures on monthly/quarterly/annual financial data to assess the accuracy of the results and understand critical financial and operational trends.
- Developed a predictive modeling tool in conjunction with the Global Director of Account Management in order to more accurately forecast contract renewal and pricing.
- Modeled and reviewed sales commission plans globally, in conjunction with cross functional team, to drive desired sales behavior, pricing and contract characteristics.
- Selected and deployed Adaptive Planning financial planning software which was basis for all financial modeling including annual budget and quarterly plans.
- Led the financial components of a $65m financing round during a three month period in which the company was without a CFO, working directly with the CEO, legal counsel, and private equity ownership group.
- Supported CFO in extinguishing $17m term note and subsequent placement of $25m term facility with a $25m revolving line of credit, as well as subsequent $125m syndicated revolver.
- Extensive involvement in IPO process which resulted in listing of Fleetmatics Group PLC on the NYSE in October 2012.

PricewaterhouseCoopers, Boston, MA **(September 2005 – May 2009)**
Manager (July 2007 – May 2009)
Senior Associate (September 2005 – June 2007)

- Analyzed significant volumes of financial information to assess a target company's key financial and operating trends including gross margin, run-rate EBITDA, debt and debt-like items, and net working capital to determine their impact on the transaction purchase price.
- Experiences with transactions which ranged in size from $50 Million to $4 Billion for clients such as Bain Capital, Audax Private Equity as well as Fortune 500 companies.

- Managed diligence teams of various sizes depending on the nature and size of the engagement.
- Managed various aspects of engagement economics including budgeting, tracking of fees, weekly run-rate analyses, as well as rationalization of fee amounts to partners and clients.
- Led diligence meetings with the target company's senior management (CFO, COO, CEO).
- Completed high yield private placement debt offerings via rule 144(a).

Tofias PC. Cambridge, MA **(January 2004 – September 2005)**
Senior Consultant **(June 2004 – September 2005)**

- Provided consulting services in the areas of financial damage assessment, business valuation, investigative accounting, and construction contract consulting.

Senior Accountant **(January 2004 – June 2004)**

- Performed financial statement audits, reviews and compilation services in a project management capacity for companies in various industries (transitioned into the Business Solutions Practice in June 2004).

Alexander Aronson Finning & Co. PC. Westborough, MA **(June 2001 – December 2003)**
Senior Staff Accountant

- Performed financial statement audits, and reviews of for-profit and not-for-profit entities, as well as the associated tax return filings.

Education and Certifications

Bentley College, Waltham, MA (GPA 3.53)
Bachelor of Science, Accountancy with honors, May 2001

Certification: CPA license (MA), subject to 2015 CPE completion

Computer Skills: Extensive knowledge and use of Microsoft Excel, Word, and PowerPoint. Experience with QuickBooks, NetSuite, Adaptive Planning, Salesforce and limited Hyperion exposure.

References available upon request

Town of Ashland, Massachusetts

101 Main Street, 01721-1191
(508) 881-0100
(508) 231-1503 (fax)

Town Clerk *Ext. 601*
Town Accountant *Ext. 661*
Treasurer/Collector *Ext. 621*
Board of Assessors *Ext. 631*
M I S *Ext. 691*

Inspection Services *Ext. 641*
Planning *Ext. 651*
Board of Health *Ext. 681*
Conservation *Ext. 656*

Date: June 3, 2016

To Whom It May Concern:

This letter is to inform you that the Ashland Town Clerk has received written notice of the resignation of the following person:

Name: Jacob M. Guggenheim

a member of Capital Improvement Committee
Board, Commission or Committee Name

June 2nd 2016.
Effective Date of Resignation

As per the Town Code Section 8-3b, Notification of Appointed Vacancy to Appointing Authority, (Added 10-18-00 ATM, Art. 27, approved Acts of 2002, Ch. 53 and Annual Town Election 5-7-02):

"In the event of a vacancy on a board, commission or committee, the Town Clerk, upon notification of such vacancy, shall, within ten (10) days of notification of such vacancy, notify in writing the designated appointing authority of the vacancy."

As per the Town Code Section 8-4a, "Should the appointing authority fail to fill a vacancy on a board, commission or committee within forty-five days of having been notified in writing by the Town Clerk of said vacancy, the Board of Selectmen shall then become the appointing authority and shall make such appointment(s) within forty-five (45) days thereafter."

Please note that a copy of the letter from Jacob M. Guggenheim *has been included for your records.*
Name

Cc: Town Manager/Board of Selectmen
Chairperson of the Board, Committee or Commission

Capital Improvement Committee

Meetings

Agendas & Minutes

Agendas are available prior to the meetings. Minutes are available following approval

View Most Recent Agendas and Minutes

Committee Members

- Jacob M. Guggenheim, Chair
  Term Expires 8/31/16
  Appointed by Board of Selectmen
- Eric Heideman, Public Facilities Manager
  Term Expires 8/31/16
  Appointed by School Department
- Alexis E. Christopher
  Term Expires 8/31/18
  Appointed by Board of Selectmen
- Stephen J. Morgan
  Term Expires 8/31/18
  Appointed by Board of Selectmen
- Ronald A. Mortensen
  Term Expires 8/31/16
  Appointed by Board of Selectmen
- Brittany L. Iacaponi
  Term Expires 8/31/17
  Appointed by Board of Selectmen
- Vacancy

Jacob - resigned 6/2/16
Alexis - resigned 6/8/16
Ron - resigned 6/9/16
Brittany - resigned 6/14/16

Tara,

I Jacob Gussenheim
153 Prospect St Ashland
MA resign from the
capital improvements
committee as of
3:47pm Thursday
June 2nd.

Thank you,
Jacob Gussenheim
860 559 6909

Order Supplies and Track Online: www.CertifiedMailLabels.com

RECEIVED
TOWN CLERK
ASHLAND, MA
2016 JUN -3 AM 8:50

Town of Ashland, Massachusetts

101 Main Street, 01721-1191
(508) 881-0100
(508) 231-1503 (fax)

Town Clerk *Ext. 601*
Town Accountant *Ext. 661*
Treasurer/Collector *Ext. 621*
Board of Assessors *Ext. 631*
M I S *Ext. 691*

Inspection Services *Ext. 641*
Planning *Ext. 651*
Board of Health *Ext. 681*
Conservation *Ext. 656*

Date: June 7, 2016

To Whom It May Concern:

This letter is to inform you that the Ashland Town Clerk has received written notice of the resignation of the following person:

Name: ALEXIS CHRISTOPHER

a member of CAPITAL IMPROVEMENT COMMITTEE
Board, Commission or Committee Name

JUNE 8 2016
Effective Date of Resignation

As per the Town Code Section 8-3b, Notification of Appointed Vacancy to Appointing Authority, (Added 10-18-00 ATM, Art. 27, approved Acts of 2002, Ch. 53 and Annual Town Election 5-7-02):

"In the event of a vacancy on a board, commission or committee, the Town Clerk, upon notification of such vacancy, shall, within ten (10) days of notification of such vacancy, notify in writing the designated appointing authority of the vacancy."

As per the Town Code Section 8-4a, "Should the appointing authority fail to fill a vacancy on a board, commission or committee within forty-five days of having been notified in writing by the Town Clerk of said vacancy, the Board of Selectmen shall then become the appointing authority and shall make such appointment(s) within forty-five (45) days thereafter."

Please note that a copy of the letter from ALEXIS CHRISTOPHER *has been included for your records.*
Name

✓ *Cc: Town Manager/Board of Selectmen*
✓ *Chairperson of the Board, Committee or Commission*

435 Captain Eames Circle
Ashland, Ma, 01721

June 7, 2016

Town of Ashland
Board of ~~Supervisors~~ selectmen (AEC)
Town Clerk

With regret, I am tendering my letter of resignation as a member of the Capital Improvement Committee (CIC) effective Wednesday, June 8, 2016. Participation on this committee has moved from an effective, positive, satisfying experience to one of chaos, dissention and stress.

The first year plus time on the committee was enjoyable. As a committee, the members worked together as a cohesive team; checking egos at the door; functioning for the good of the town with no hidden agendas. The meetings were effective; tasks were completed; goals were met; solid products were produced.

Unfortunately, with the inclusion of Mr. Steven Morgan, all that changed. Instead of observing the workings of the committee to understand how the committee operated, what he brought to the table and how he could help; he immediately set to change the mission of the committee and how it operated. He brought dissention into the meetings, constantly re-iterating he views; disparaging our chair, other members and presenters; trying to force his agenda on the rest of the committee membership. Meetings became stressful and unproductive; agenda items got stalled; completed work products were did not done in a timely manner; some work products didn't get done.

I believe that the Board of Supervisors needs to be explicit as to what they want the mission and boundaries of the CIC to be. This may help fix the problems sabotaging the CIC but I'm not sure based on the current make up of the committee. The Board of ~~Supervisors~~ selectmen (AEC) may need to constitute a different committee – one with a different name and a distinct set of requirements and goals.

I would like to be considered for that committee or re-constitution of the CIC since I really enjoyed the first part of my committee participation and believe I brought an unbiased, un-agenda, data-driven view to the committee

Sincerely,

Alexis Christopher

Alexis Christopher

A Christopher

Ashland
Town Clerk

RECEIVED
TOWN CLERK
ASHLAND, MA
2016 JUN -7 PM 2:58

Town of Ashland

Susan Robie <srobie@ashlandmass.com>

[boardofselectmen:8580] Resignation of Alexis Christopher

1 message

Tara Ward <tward@ashlandmass.com> Tue, Jun 7, 2016 at 3:19 PM
To: Michael Herbert <mherbert@ashlandmass.com>, Jennifer Ball <jball@ashlandmass.com>, Selectmen of Board <BoardofSelectmen@ashlandmass.com>

Greetings All:

Attached please find the resignation of Alexis Christopher effective June 8, 2016.

Tara

Important Election Dates:

State Primary Election is **Thursday, September 8, 2016.**
Voter registration deadline is Friday, August 19, 2016.

Presidential Election is **Tuesday, November 8, 2016.**
Voter registration deadline is Wednesday October 19, 2016.

Register to Vote Online

Where do I Vote

http://www.sec.state.ma.us/ele/

Tara M. Ward, CMC/CMMC
Ashland Town Clerk
Clerk of the Board of Registrars; Justice of the Peace; Notary Public; Commissioner to Qualify; Parking Clerk

Phone#508-881-0100 ext 7963
Fax#508-881-0145
E-mail: tward@ashlandmass.com
Website: www.ashlandmass.com

Please remember when writing or responding, the Massachusetts Secretary of State has determined that e-mail is a public record.

ResignationofAlexisChristopher160608.pdf
93K

Town of Ashland, Massachusetts

101 Main Street, 01721-1191
(508) 881-0100
(508) 231-1503 (fax)

Town Clerk *Ext. 601*
Town Accountant *Ext. 661*
Treasurer/Collector *Ext. 621*
Board of Assessors *Ext. 631*
M I S *Ext. 691*

Inspection Services *Ext. 641*
Planning *Ext. 651*
Board of Health *Ext. 681*
Conservation *Ext. 656*

Date: June 10, 2016

To Whom It May Concern:

This letter is to inform you that the Ashland Town Clerk has received written notice of the resignation of the following person:

Name: Ronald A. Mortensen

a member of Capital Improvement Committee
Board, Commission or Committee Name

June 9, 2016
Effective Date of Resignation

As per the Town Code Section 8-3b, Notification of Appointed Vacancy to Appointing Authority, [Added 10-18-00 ATM, Art. 27, approved Acts of 2002, Ch. 53 and Annual Town Election 5-7-02]:

"In the event of a vacancy on a board, commission or committee, the Town Clerk, upon notification of such vacancy, shall, within ten (10) days of notification of such vacancy, notify in writing the designated appointing authority of the vacancy."

As per the Town Code Section 8-4a, "Should the appointing authority fail to fill a vacancy on a board, commission or committee within forty-five days of having been notified in writing by the Town Clerk of said vacancy, the Board of Selectmen shall then become the appointing authority and shall make such appointment(s) within forty-five (45) days thereafter."

Please note that a copy of the letter from Ronald A. Mortensen *has been included for your records.*
Name

Cc: Town Manager/Board of Selectmen
Chairperson of the Board, Committee or Commission

Ronald A. Mortensen
33 Prospect Street
Ashland MA 01721
(508) 259-8252

RECEIVED
TOWN CLERK
ASHLAND, MA
2016 JUN -9 AM 8: 30

Board of Selectmen
c/o Town Clerk
101 Main Street
Ashland, MA. 01721

Dear Board of Selectmen

Please accept this as my letter of resignation from the Capital Improvement Committee. I believe that the Committee has become in effective with the current members of the group.

I originally joined the Committee to help with evaluating our capital spending and projects. This Committee was functioning well and moving forward. In the last six months the Committee has become dysfunctional and the time we spend together is counterproductive.

With regret I am resigning from the Capital Improvement Committee as it is not in my character to give up on anything but I feel that participating with this group will not be beneficial to the Town nor myself.

If the Board of Selectmen seeks my assistance in the future with capital planning I would be more than willing to assist.

Ronald A. Mortensen

Town of Ashland

Susan Robie <srobie@ashlandmass.com>

[boardofselectmen:8608] CIC Resignation

1 message

Michael Herbert <mherbert@ashlandmass.com> Thu, Jun 9, 2016 at 3:33 PM
To: Board of Selectmen <boardofselectmen@ashlandmass.com>

I wanted to let you know that Ron Mortensen resigned from the Capital Improvement Committee today.

–
Michael D. Herbert
Town Manager
Town of Ashland
101 Main Street
Ashland, MA 01721
508-532-7911
www.ashlandmass.com

–
You received this message because you are subscribed to the Google Groups "Board of Selectmen" group.
Visit this group at https://groups.google.com/a/ashlandmass.com/group/boardofselectmen/.
To view this discussion on the web visit https://groups.google.com/a/ashlandmass.com/d/msgid/boardofselectmen/CAGFT%3Dbb7z5y_G4UHHWcgis0uPrbt_aT%3DEfC2Pesb3sF%3DgdPNhw%40mail.gmail.com.

Brittany Iacaponi
101 Main Street
Ashland, MA 01721
June 14, 2016

Board of Selectmen
c/o Town Clerk
101 Main Street
Ashland, MA 01721

Dear Board of Selectmen:

It is with regret that I tender my resignation from the Town of Ashland Capital Improvement Committee, effective 6/14/2016.

Sincerely,

Brittany Iacaponi

Brittany Iacaponi, CPA
Finance Director/Town Accountant

Town of Ashland, Massachusetts

101 Main Street, 01721-1191
(508) 881-0100
(508) 231-1503 (fax)

Town Clerk *Ext. 601*
Town Accountant *Ext. 661*
Treasurer/Collector *Ext. 621*
Board of Assessors *Ext. 631*
M I S *Ext. 691*

Inspection Services *Ext. 641*
Planning *Ext. 651*
Board of Health *Ext. 681*
Conservation *Ext. 656*

RECEIVED
TOWN CLERK
ASHLAND, MA
2016 JUN 14 PM 12: 16

Date: June 14, 2016

To Whom It May Concern:

This letter is to inform you that the Ashland Town Clerk has received written notice of the resignation of the following person:

Name: Brittany Iacaponi

a member of Capital Improvement Committee
Board, Commission or Committee Name

June 14, 2016
Effective Date of Resignation

As per the Town Code Section 8-36, Notification of Appointed Vacancy to Appointing Authority, [Added 10-18-00 ATM, Art. 27, approved Acts of 2002, Ch. 53 and Annual Town Election 5-7-02]:

"In the event of a vacancy on a board, commission or committee, the Town Clerk, upon notification of such vacancy, shall, within ten (10) days of notification of such vacancy, notify in writing the designated appointing authority of the vacancy."

As per the Town Code Section 8-4a, "Should the appointing authority fail to fill a vacancy on a board, commission or committee within forty-five days of having been notified in writing by the Town Clerk of said vacancy, the Board of Selectmen shall then become the appointing authority and shall make such appointment(s) within forty-five (45) days thereafter."

Please note that a copy of the letter from Brittany Iacaponi *has been included for your records.*
Name

Cc: Town Manager/Board of Selectmen
Chairperson of the Board, Committee or Commission

Campanelli | Thorndike Development

May 22, 2016

Mr. Joseph Magnani
Chairman
Board of Selectmen
Town of Ashland
101 Main Street
Ashland, Massachusetts 01721From:

Re: Requested action pursuant to Alternate Funding Agreement for Utility Construction

Dear Mr. Magnani,

Campanelli/Thorndike (CT) is requesting that it be permitted to move forward with limited utility construction within the MBTA right of way to insure that the Ashland Rail Transit Apartments, which are presently under construction, will be able to connect to all necessary utilities by its projected first occupancy date, May 1, 2017. Specifically, we are requesting that under the terms of the Alternate Funding Agreement we be permitted to begin work installing the sewer and gas lines along with the sewer pump station that are part of the final reconstruction plans for the MBTA Road.

This request is necessary because the preparation of the plans and the local approval process of those plans is behind schedule. In order to complete the necessary work this calendar year before work in the public right of way is suspended for the winter months, the work should be commencing now. Instead, as the attached detailed schedule indicates, a likely start date is September. Presently, the Alternate Funding Agreement allows CT to invoke self help if all utilities have not been completed by the later of May 15th, 2016 or four months prior to the anticipated first occupancy. However, the anticipated revised start date for this work would result in four months prior falling during the winter when road work is normally suspended. Consequently, it is necessary for us to request that the Selectmen agree to allow us to move forward with the work at this time. If CT gets a jump start on the sewer and gas, beginning work as early as July, all necessary utility work can be completed this calendar year, even though other reconstruction work such as the final reconfiguration of the roadway and the installation of the multi-modal path may spill over to the spring of 2017.

Installing utilities pursuant to the Alternate Funding Agreement addresses an important timing matter but does not result in any added cost to the town. Instead, the Development Agreement between the Selectmen and CT, signed at the same time as the Alternate Funding Agreement, calls for CT to contribute $1,200,000 in funds to the town which are to be held in escrow until all utilities have been installed to Lot 1's front door. These funds will eventually be used to address sewer Inflow and Infiltration issues. However, pursuant to the terms of the Alternate Funding Agreement, they may be reassigned in the short term for utility construction. Dollars from the Mass Works grant and other private funding sources already in place which would have been

Campanelli Thorndike Development

used to build these utilities would then be available to effectively provide funding for the I&I work whose dollars were redirected.

As part of this effort we have discussed with Michael Herbert and Jen Ball listing the self help utility work as "Add Alternates" on the public bid documents. In this way the town will receive complete pricing for the road and utility work and, if for whatever reason, CT fails to move forward with this work, the town will be in the position to contract for and complete the entire effort.

As a further backup plan to facilitate the project and relieve pressure on the town to meet the May 1, 2017 deadline, the town DPW has provided preliminary approval for our water service to be provided from High Street until such time as the MBTA Road water line is completed (see attached diagram and email from David Manugian). The approved Lot 1 plans call for the water main that will come up the MBTA Road from Route 135 to "loop" through our property to High Street. We will begin this work at the High Street connection this summer and extend the line through our property to the MBTA Road this summer and fall. In this way the project will not be dependent on the water line in the MBTA Road being completed by May 1 to occupy its first buildings.

Finally, while still in the discussion phase, we anticipate being able to access power, cable and phones in the same manner from High street this year in the event that this work is not completed in the MBTA Road this fall. Eversource, like the DPW, wishes its power lines to be looped to High Street. Beginning at High Street will give us power for the property while the MBTA work is ongoing. This power will be underground and can be laid in the same utility easement as the water. This work is independent of the emergency access road alternatives analysis that we have undertaken in cooperation with the town and the MBTA. Irrespective of where the emergency access road is built, the water line must loop through to High Street and this is part of the approved plans. The underground electric will follow this same route.

Thank you for your consideration of this matter. We look forward to discussing it further with the Board on May 25th. If you require any additional information prior to our meeting please do not hesitate to ask.

Sincerely,

Lloyd Geisinger
President
Thorndike Development Corporation

For Campanelli /Thorndike

Cc: Dan DeMarco, Managing Partner, Campanelli

MBTA Access Road
Construction Cost Estimate
5.20.16

	CT (Self Help)	MassWorks (1)
Mobilization	$5,000	$5,000
Traffic Control	$17,640	$86,760
Erosion Control	$5,000	$15,000
Gravity Sewer	$101,200	$0
Force Main	$71,400	$0
Pump Station	$250,000	$0
Gas	$37,973	$0
Drainage	$0	$76,250
Earthwork and Walls	$0	$96,410
Paving Removal	$19,955	$50,866
Relocation of Light Poles	$0	$52,000
Booster Station	$0	$0
Water Main	$0	$556,050
Electric. Tel, CATV	$0	$558,310
Multi-Modal Path	$0	$144,472
Curbing (Bituminous)	$0	$30,000
Daily Road Patching	$59,541	$14,885
Road Paving	$0	$199,225
Misc Loam and Seed	$5,610	$50,490
Subtotal	*$573,319*	*$1,935,718*
10% Contingency	$57,332	$193,572
Engineering / Inspections	$18,280	$61,720
Totals	*$648,931*	*$2,191,010*
TOTAL (CT Self Help & Massworks)		$2,839,941
CURRENT ALLOCATED MASS WORKS BUDGET		$3,100,000

1. Based on estimate by CT Site Contractor using prevailing wage rates.

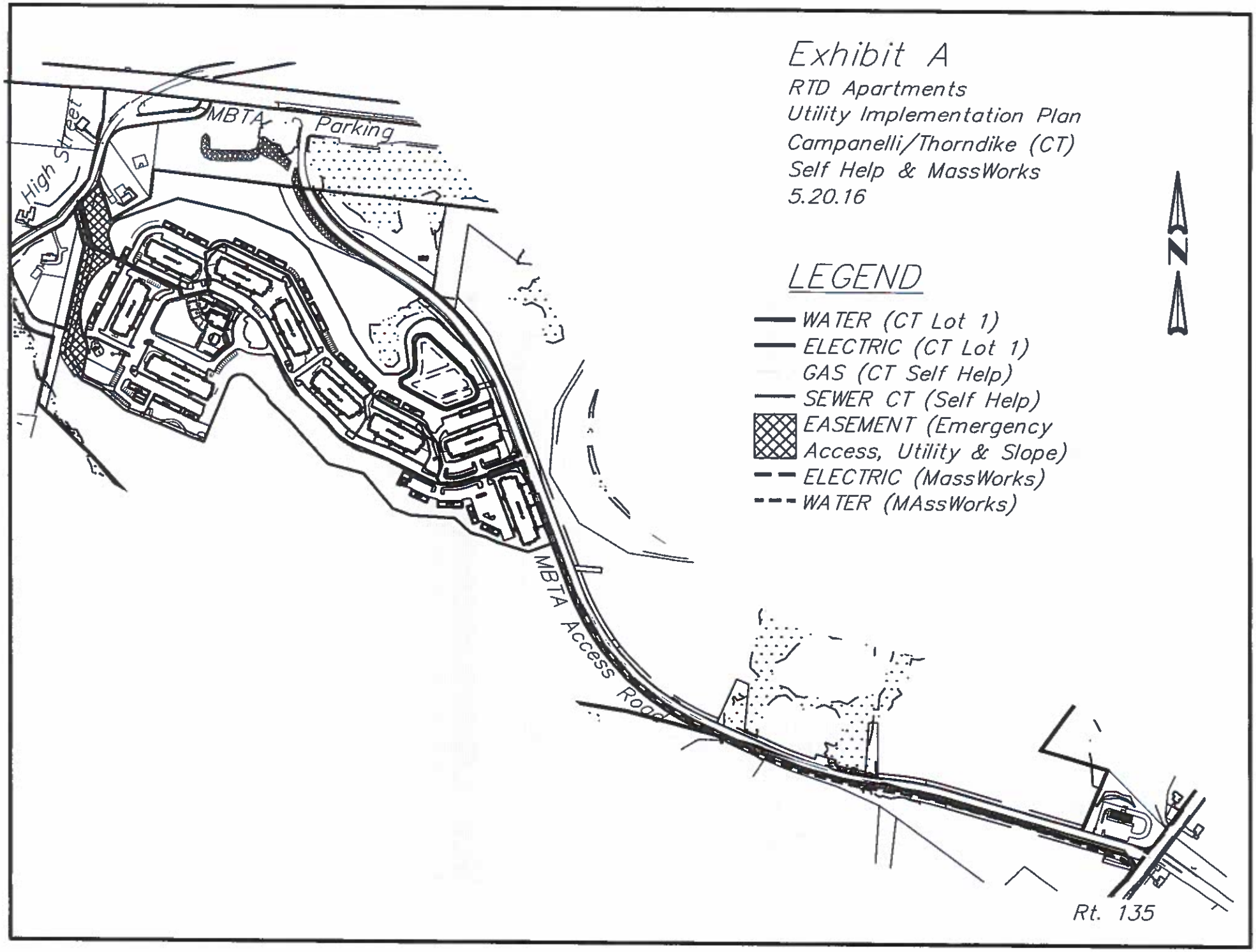
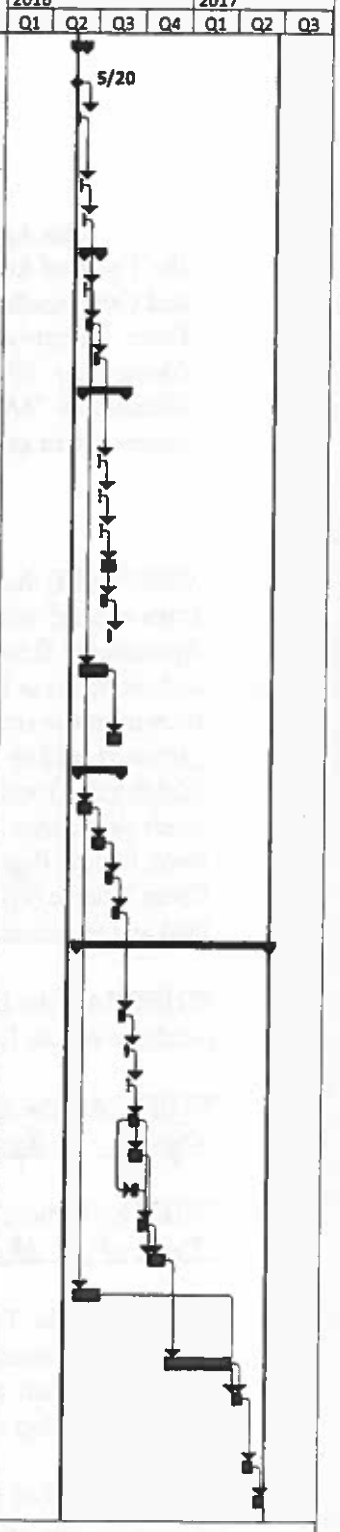


Exhibit A
RTD Apartments
Utility Implementation Plan
Campanelli/Thorndike (CT)
Self Help & MassWorks
5.20.16
LEGEND
WATER (CT Lot 1)
ELECTRIC (CT Lot 1)
GAS (CT Self Help)
SEWER CT (Self Help)
EASEMENT (Emergency Access, Utility & Slope)
ELECTRIC (MassWorks)
WATER (MAssWorks)
N
High Street
MBTA
Parking
MBTA Access Road
Rt. 135

MBTA Access Road Construction Schedule

ID		Task Mode	Task Name	Duration	Start	Finish
1			**CT Self Help Scope (Phase 1 Plans)**	**13 days**	**Fri 5/20/16**	**Tue 6/7/16**
2			Plan Completion	0 days	Fri 5/20/16	Fri 5/20/16
3			Receive Peer Review Comments from Klienfelder	6 days	Fri 5/20/16	Fri 5/27/16
4			Incorporate Comments	4 days	Mon 5/30/16	Thu 6/2/16
5			Final Approval	3 days	Fri 6/3/16	Tue 6/7/16
6			**CT Self Help Scope (Phase 1 Contract)**	**23 days**	**Wed 6/8/16**	**Fri 7/8/16**
7			Distribution of Bid Docs	3 days	Wed 6/8/16	Fri 6/10/16
8			Receive Bids	10 days	Mon 6/13/16	Fri 6/24/16
9			Award Contract	10 days	Mon 6/27/16	Fri 7/8/16
10			**CT Self Help Scope (Phase 1 Construction)**	**60 days**	**Wed 6/8/16**	**Tue 8/30/16**
11			Mobilization and Layout	3 days	Mon 7/11/16	Wed 7/13/16
12			Erosion Control	2 days	Thu 7/14/16	Fri 7/15/16
13			Pre- Construction Meeting(s)	1 day	Mon 7/18/16	Mon 7/18/16
14			Gravity Sewer Installation	20 days	Tue 7/19/16	Mon 8/15/16
15			Force Main Installation	10 days	Tue 7/19/16	Mon 8/1/16
16			Pump Station Installation	5 days	Tue 8/2/16	Mon 8/8/16
17			Coord and Scheduling of Gas Company	40 days	Wed 6/8/16	Tue 8/2/16
18			Gas Main Installation	20 days	Wed 8/3/16	Tue 8/30/16
19			**MassWorks Scope (Phase 2 Contract)**	**60 days**	**Wed 6/8/16**	**Tue 8/30/16**
20			Distribution of Bid Docs	20 days	Wed 6/8/16	Tue 7/5/16
21			Receive Bids	20 days	Wed 7/6/16	Tue 8/2/16
22			Value Engineering	10 days	Wed 8/3/16	Tue 8/16/16
23			Award Contract	10 days	Wed 8/17/16	Tue 8/30/16
24			**MassWorks Scope (Phase 2 Construction)**	**270 days**	**Wed 6/8/16**	**Tue 6/20/17**
25			Mobilization and Layout	10 days	Wed 8/31/16	Tue 9/13/16
26			Installation of Erosion Control	5 days	Wed 9/14/16	Tue 9/20/16
27			Pre- Construction Meeting(s)	1 day	Wed 9/21/16	Wed 9/21/16
28			Relocation of Catch Basins	15 days	Thu 9/22/16	Wed 10/12/16
29			Slope and Wall Work	20 days	Thu 9/22/16	Wed 10/19/16
30			Cutting and Removal of Paving	10 days	Thu 9/29/16	Wed 10/12/16
31			Relocation of Light Poles	15 days	Thu 10/13/16	Wed 11/2/16
32			Installation of Water Main	25 days	Thu 11/3/16	Wed 12/7/16
33			Coordination and Scheduling with Elec. Co.	40 days	Wed 6/8/16	Tue 8/2/16
34			Winter Break	93 days	Thu 12/8/16	Mon 4/17/17
35			Installation of Duct Bank (Elec., Tel, Data)	15 days	Tue 4/18/17	Mon 5/8/17
36			Construction of Multi Modal Path	16 days	Tue 5/9/17	Tue 5/30/17
37			Final Paving and Curb Work	15 days	Wed 5/31/17	Tue 6/20/17



9 19 15 Final Document

ALTERNATE FUNDING AGREEMENT
FOR UTILITY CONSTRUCTION

This Agreement is entered into as of the 24 day of Sept, 2015 by and between the Town of Ashland, 101 Main Street, Ashland MA by and through its Board of Selectmen ("Town") and Campanelli Acquisition Partners II LLC, a Massachusetts Limited Liability Company, Campanelli Drive, Braintree, MA ("Developer") and Megunko Transit District, LLC 65 Temple Drive, Box 300, Alston Bay NH 03810 ("Megunko") and Ashland RTD Apartments LLC 12, Standish Lane, Winchester MA 01890("LLC") (Megunko and LLC collectively, hereinafter with any nominees, successors or assigns, the "Owner").

WHEREAS, the LLC owns Lot 1 containing 30.1226 +/- acres and Lot 2 containing 36.3098 +/- acres of land as shown on a plan entitled "plan of Land in Ashland, MA" prepared for J.P.I. Apartments Development, Inc. dated January 8, 2003 prepared by Hancock Survey Associates, Inc. and recorded as Plan 966, July 28, 2006 at the Middlesex Registry of Deeds, Southern District as shown on the attached Exhibit A (the "Plan") and Megunko owns Lot 3 containing 123.22 +/- acres of land as shown on the Use Plan, collectively comprising the Rail Transit District ("RTD") (Exhibit A-1) under the zoning laws of the Town (the "Zoning By-Laws") as further described in deeds dated May 21, 2014 and recorded with the Middlesex (South) District Registry of Deeds at Book 83650; Page 314 and Book 36623, Page 52 and Book 36623, Page 53 and by virtue of Land Court Decree (Withdrawal from Registered Land Status) recorded in Book 37587, Page 162 and as filed as Document No. 1247523 respectively (collectively the "Property"); and

WHEREAS, the Developer has entered into a Purchase and Sale Agreement with the LLC for the purchase of Lot 1; and

WHEREAS, the Developer and the Town have entered into a Development Agreement dated Sept 24, 2015 and attached hereto as Exhibit B; and

WHEREAS, the Town and the Owner have entered into a Development Agreement dated August 18, 2015 and attached hereto as Exhibit C; and

WHEREAS, the Town, the Owner and the Developer have all undertaken to provide assurances as to the development of certain utilities within the RTD which are essential to the development of the RTD and without which the Developer could not construct its proposed structures and the Owner could not develop and construct structures on the remainder of the RTD; and

WHEREAS, all of the parties are relying on the funding of a certain MassWorks grant to assist in the construction and installation of said utilities; and

WHEREAS, time is of the essence for the installation and construction of said utilities within the MBTA Access Road and the parties have agreed to work together and modify, as necessary, the purpose and use of their respective financial commitments depending on the execution of the

contracts and receipt of grant funds necessary to carry out the construction and installation of the utilities in the MBTA Access Road as more fully set forth in both Development Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and for the mutual promises and undertaking set forth below, the parties agree as follows:

1. The parties acknowledge that it is the Town's intent to utilize a MassWorks grant that has been awarded to the Town to fund upgrades to the Town's water and sewer infrastructure necessary to connect the Development on Lot 1 as well as the remainder of the property along the MBTA Access Road as more fully set forth on the Allen & Major Associates, Inc MBTA Access Road design plans (the "Plans") dated August 26, 2014 and attached hereto as Exhibit D to the Town's water and sewer infrastructure, as well as upgrading portions of the existing sewer system and gas and electric necessary to service the development (the Work), all of which are necessary for the Development on Lot 1 and the remainder of the RTD to proceed. If despite the Town's diligent efforts, it has been unsuccessful in either obtaining the anticipated funding for this Work, and/or commencing this Work by the later of May 15th, 2016 or four months before the Developer of Lot 1 anticipated first occupancy permit (which dates shall not be subject to extension due to Force Majeure for the purpose of Developer's rights under this Section 1), the Developer of Lot 1 shall be permitted to install the utilities described in this paragraph in accordance with the Alan and Major's MBTA Access Road Plans. These improvements shall be made as per the plans prepared on behalf of the town and subject to inspection by the town's inspecting engineer. The Developer of Lot 1 shall be permitted to offset the hard costs associated with this work against its stipulated infiltration and inflow funds ("I&I Fee") all as described elsewhere in the Purchase and Sale Agreement by and between the Developer and the LLC and the Development Agreement by and between the Town and the Developer, however in no event shall the cost for the Work offset be greater than that portion of the low bid relative to the work obtained by the Town for the final plans of the contemplated work, or in the absence of public bids, the low bid obtained by the Developer of Lot 1 from at least three qualified bidders who have bid on the Work. It is anticipated that, at the time Developer would undertake the work, the first payment of $400,000 will have been made under Section 14 of the Development Agreement with the Developer. If Developer undertakes to perform the improvements hereunder, Developer shall first pay for the hard costs of the improvements with its own funds, up to a maximum of $800,000. Prior to requesting a release from the escrow of any portion of the initial $400,000 payment, Developer shall provide to the Town an accounting of its expenditure of such $800,000.

2. Attached hereto as Exhibit E is an estimate of how the Work authorized in Paragraph 1 hereto would impact the use of MassWork grant funds. The Commonwealth of Massachusetts has expressed its consent to the use of MassWork funds for the purposes set out in this Agreement in the amounts estimated in Exhibit E upon presentation of documentation sufficient to evidence the expenditure of those funds. In order to obtain the release of MassWorks grant funds, the Town shall provide prior notice to the Commonwealth of its intention to reallocate MassWorks funds among the various projects listed in Exhibit E. MassWorks funds will be released upon the provision of such documentation as provided in that certain agreement between the Town and the

Massachusetts Executive Office of Housing and Economic Development dated [_____, 2015] relating to the funding of the construction and installation of said utilities.

3. The LLC and Megunko agree to allow the use of the funds they have placed into escrow for the I&I, Water, Sewer and MBTA Access Road construction in accordance with the Reallocation. The Town shall provide an accounting to the LLC and Megunko of the redistributed amounts. to the extent they are necessary to cover the shortfall or gap in the cost of the Work.

4. The Town and the Developer shall not be required to seek any further agreement or approval from the LLC or Megunko in order to effect the Reallocation of the funds.

5. The parties agree that in all circumstances the preferred method of construction and installation is to be carried out by the Town and that this Agreement will be implemented only if the date's hereinabove shall become effective.

6. It is the expressed intention of the parties that each and every term, condition and provision hereof be fully enforceable and binding on the Premises. Should, however, any one or more of the provisions contained herein for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but each shall be construed as if such invalid, illegal or unenforceable provision had never been included.

7. This Agreement shall be governed and constructed in accordance with the laws of the Commonwealth of Massachusetts. Nothing in this Agreement shall affect the rights of the Town of Ashland, in the exercise of any of its powers under applicable law with respect to the proposed development of the Property, including, but not limited, to the powers of the Ashland Planning Board pursuant to its site plan approval or Special Permit Process or the Conservation Commission in its Notice of Intent process. Nothing in this Agreement shall release the Developer or the Owner from the obligation to satisfy all applicable provisions of law in the proposed development of the Property.

8. The Developer agrees that this Agreement may become a part of and integrated into any Site Plan Review Modification issued by the Town of Ashland Planning Board.

9. This Agreement shall be effective as of the date it shall be executed by the LLC, Megunko, the Developer and the Town.

10. Prior to the initiation of any court proceeding regarding the terms of this Agreement or performance thereunder, the Town and the LLC and Megunko and the Developer agree that such disputes shall be first subject to nonbinding arbitration or mediation, for a period not longer than thirty (30) days.

11. This Agreement and the Exhibits attached hereto along with that certain Covenant recorded on the RTD represents the entire agreements among the parties with respect to the subject

matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions.

12. The covenants and agreements contained herein are binding upon the parties hereto and their respective successors, legal representatives and assigns.

13. By his or her execution hereof, each of the signatories on behalf of the respective parties hereby warrants and represents to the other that he or she is duly authorized to execute the Lease on behalf of such party. Upon the Town's request, the LLC, Megunko, and the Developer shall provide the Town with evidence that any requisite resolution, corporate authority and any other necessary consents have been duly adopted and obtained.

14. Non-liability of Town Officials and Employees, Members and Partners of the LLC, Megunko or the Developer. No elected official, officer, representative, agent, attorney or employee of the Town shall be personally liable to the LLC, Megunko or the Developer, its successors or assigns, in the event of any default or breach by the Town or for any amount which may become due to the LLC, Megunko or the Developer or its successors or assigns or with respect to any obligation of the Town under the terms of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the liability of the LLC, Megunko or the Developer under this Agreement shall be limited to the owner from time to time of the Premises and not be extended to or enforceable against any of the individuals who are shareholders, members, managers, partners, officers, directors, employees, agents, attorneys or representatives of the LLC, Megunko or the Developer or any of the LLC, Megunko or the Developer's affiliates.

9 19 15 Final Document

IN WITNESS WHEREOF, this instrument is sealed and delivered as of this 24 day of September, 2015.

Town
Board of Selectmen

Carl Kasson

Robert Scherer Rob Scherer

Yolanda Greaves

Joseph J Maccarini Jr. JOSEPH MACCARINI JR.

Steven McAuley

Developer
Campanelli Acquisition Partners II LLC

Daniel R DeMarco
It's Manager

Megunko Transit District LLC

Ashland RTD Apartments LLC

Dear Community Member,

Arts! Ashland Alliance, Inc is a 501C3 nonprofit organization created to support and promote art and cultural events and programming for Ashland. It is the goal of Arts! Ashland Alliance, Inc. to celebrate diversity & community, cultivate the local cultural economy, promote arts education and to collaborate with other local nonprofit arts organizations.

Our signature event, The Dragonfly Festival, is scheduled for August 13, 2016 on the grounds of the Ashland Historical Society & Mill Pond Park. The Dragonfly Festival is a free multicultural arts festival featuring live music, artisans, children's entertainment, dance, food and floating fire on Mill Pond. The Dragonfly Festival is a family event and is unique to Ashland. This is our 3rd year and we are planning for an expanded festival.

We ask for your support. Our vision is to grow community arts, offer quality programming and make Ashland a destination for arts and culture. As a sponsor, your tax-deductable support will be an important part of building our local cultural economy, increase access to the arts and make Ashland a more vibrant community.

Arts! Ashland Alliance, Inc. is collaborating with other Ashland & Metrowest arts groups, Ashland Public Schools, Ashland Public Library and local businesses to form partnerships for increasing arts events and programming and to grow Ashland's cultural economy. We strive to be inclusive and honor the diverse interests and needs of our residents. Your generous sponsorship will go directly to support The Dragonfly Festival and to further the mission of Arts! Ashland Alliance, inc.

Thank you,

Yours for the Arts,

www,facebook.com/ArtsAshland

www.artsashland.org

PO Box 84, Ashland, MA 01721


Hickory Rd
W Mountain Ln
Hayde
Greenick Ln
Sudbury Rd
Birch Hill Rd
Blueberry Hill
Myrtle St
Barry Dr
Faye Ln
Buckley
Goodrow Ave
Fiske Rd
Sudbury Rd
Pine Hill Rd
Raymond Marchetti St
Carl R Ghilioni Cir
Mill Pond
DRAGONFLY FESTIVAL
AUG. 13
2-8:30PM
Myrtle St
ROAD CLOSURE MYRTLE FROM WATER TO PINE HILL
David Mindess School
Water St
Main St
Sudbury River
Concord St
Concord St
Pleasant St
Pleasant St
Pleasant St
Connect Community Church
Forest Ave
PARKING
Tilton Ave
PARKING
Ashland Town Hall
Front St
PARKING
Ashland Lumber Company
Sudbury River
Ashland Farmer's Market
Front St
Homer Ave
Meguntko Rd
Stones Public House
Meguntko Rd
Cherry St
Park Rd
Stone Park
Summer St
Main St
Maple Ct
Homer Ave
Alden St
135
Chest
Brook St
Esty St
Clark
Main St
Alden St
Cherry St
Summer St

Town of Ashland
MASSACHUSETTS

BOARD OF SELECTMEN PROCLAMATION

WHEREAS: Nursing homes, home care, hospitals and other long-term care agencies have accept4ed the responsibility for providing quality care and a quality of life for the ender, frail and disabled citizens in our community; and

WHEREAS: The wellbeing and happiness of these citizens depend in large part on the nursing assistants, home care aides, patient care assistants and others who provide 85-90% of the daily, hands-on care settings; and

WHEREAS: These Career Nursing Assistants are instrumental in promoting and safeguarding the physical, mental, emotional, social and spiritual well-being of the residents, clients, and their families; and

WHEREAS: Career Nursing Assistants are trained professionals, who collaborate closely with other health care providers to provide quality care and also to elevate the status of their chosen profession; and

NOW THEREFOR: We, the Selectmen of the Town of Ashland, do hereby proclaim June 9-16, 2016 as the 39th Annual National Nursing Assistants' Week. We urge all residents to express encouragement and appreciation for the service performed by these caregivers in the public good.

Joseph J. Magnani Jr., Chairman
On Behalf of the Ashland Board of Selectmen

Town of Ashland

Susan Robie <srobie@ashlandmass.com>

Re: Board of Selectmen Agenda - items from DPW for June 1

1 message

Rajitha Purimetla <rpurimetla@ashlandmass.com> Thu, Jun 9, 2016 at 2:59 PM
To: Susan Robie <srobie@ashlandmass.com>, Water Policy Committee <WPC@ashlandmass.com>

Hi Susan
I hope 'WPC Term extension' is part of the BOS agenda for Jun 15th.
Please find attached for the charge.
-We had a Water Policy Committee meeting yesterday and attached is the agenda from that meeting. The committee voted to request a term of 3 years for the current members and would like to propose filling the vacant position in WPC. I can send you the meeting minutes when they are ready if needed.
-Thanks
-Rajitha

On Wed, May 25, 2016 at 1:25 PM, Rajitha Purimetla <rpurimetla@ashlandmass.com> wrote:

Hi Susan,

Agenda items:
- Meter Replacement Project update - Near future steps to obtain resident cooperation. - Background documentation attached.

- Water Policy Committee - Term expiration and request for renewal / extension of term end dates.

-Thank you so much
-Rajitha

–
Rajitha Purimetla
Jr. Engineer
Department of Public Works
20 Ponderosa Rd
Ashland, MA-01721
508-532-7961

–
Rajitha Purimetla
Jr. Engineer
Department of Public Works
20 Ponderosa Rd
Ashland, MA-01721
508-532-7961

2 attachments

Water Policy Committee Charge - 2016-06-26.pdf
67K

Water Policy Committee Agenda 2016-06-08.pdf
161K

CERTIFICATE OF TITLE

THE COMMONWEALTH OF MASSACHUSETTS

TITLE NUMBER	VEHICLE IDENTIFICATION NUMBER	DATE OF ISSUE
BC353953	1FDXF47PX5ED25249 1FDXF47PX5ED25249	09/30/2005

MFRS. MODEL YEAR	MAKE	MODEL NAME	MODEL NO.	BODY STYLE/TYPE	NEW/USED
2005	FORD	DRWSUP	F450	CABCA	NEW

CYL. PASS. DRS.	PURCHASE DATE	ODOMETER READING	PREV. TITLE NO.	PREV. TITLE STATE
08 05 2	09/13/2005	195 195 ACTUAL MILEAGE	IF PREVIOUS STATE WAS TITLE EXEMPT REGISTRATION NUMBER DISPLAYED	

MAILING ADDRESS ONLY:
ASHLAND TOWN OF
70 CEDAR ST
FIRE DEPT
ASHLAND, MA 01721-1923

TITLE TYPE AND BRANDS

TITLE TYPE

BRAND
BRAND
BRAND
BRAND

TITLE MESSAGE(S)
THIS IS A DUPLICATE CERTIFICATE
AND MAY BE SUBJECT TO THE RIGHTS OF A
PERSON UNDER THE ORIGINAL CERTIFICATE.

OWNER(S) NAME AND ADDRESS:
ASHLAND TOWN OF
FIRE DEPT
70 CEDAR ST
ASHLAND, MA 01721-1923

Declaire Surplus -
This will be traded in for the new ambulance

FIRST LIENHOLDER:

SECOND LIENHOLDER:

RELEASE OF FIRST LIEN:	RELEASE OF SECOND LIEN:
THE FIRST LIENHOLDER'S INTEREST IN THE VEHICLE DESCRIBED IN THIS CERTIFICATE IS HEREBY RELEASED	THE SECOND LIENHOLDER'S INTEREST IN THE VEHICLE DESCRIBED IN THIS CERTIFICATE IS HEREBY RELEASED
NAME:	NAME:
AUTHORIZED SIGNATURE: X	AUTHORIZED SIGNATURE: X
DATE RELEASED:	DATE RELEASED:

THE REGISTRAR OF MOTOR VEHICLES HEREBY CERTIFIES THAT AN APPLICATION FOR A CERTIFICATE OF TITLE FOR THE MOTOR VEHICLE DESCRIBED HEREIN HAS BEEN DULY FILED, PURSUANT TO THE PROVISIONS OF THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, BASED ON THE STATEMENTS OF THE APPLICANT AND THE RECORDS ON FILE WITH THIS AGENCY THE APPLICANT NAMED IS THE OWNER OF SAID VEHICLE.

THE REGISTRAR OF MOTOR VEHICLES FURTHER CERTIFIES THAT THE VEHICLE IS SUBJECT TO ANY SECURITY INTERESTS SHOWN HEREIN.

Anne L. Collins

Anne L. Collins
Registrar

CONTROL NO. F3627394
NOT THE TITLE NUMBER

ALTERATION OR ERASURE VOIDS THIS TITLE. KEEP IN SAFE PLACE

REGISTRY OF MOTOR VEHICLES

VERIFY PRESENCE OF WATERMARK HOLD TO LIGHT TO VIEW

VERIFY PRESENCE OF WATERMARK HOLD TO LIGHT TO VIEW