



**Town of Ashland, Massachusetts
Framingham State University
Massachusetts State College Building Authority**



**Henry E. Warren Barn
Memorandum of Agreement**

Background:

In 2017, the Town of Ashland purchased property from Framingham State University (FSU)/Massachusetts State College Building Authority (MSCBA), that included the Henry Warren homestead and the Henry E. Warren Milking Barn with plans to restore these historic facilities. Redevelopment of the Warren homestead house has been completed. Further, the Commonwealth of Massachusetts appropriated \$750,000 in 2021 for restoration of the Warren Barn. Unfortunately, the original barn had to be razed that same year due to its deteriorating structure. The Town plans to build a new structure that is consistent with, and enhances the aesthetics of, the Warren Woods district.

There is further interest in ensuring that the Warren Barn Project complements (versus replicating and even possibly competing with) the Town of Ashland's near-by Valentine Estate Property redevelopment initiative.



The Valentine development proposes an "AgriCultural Center" whereby the historic existing Valentine barn would be "transformed into event and theater space" while the house would be "renovated into a Cultural Center." To complement the 'AgriCultural' concept for the Valentine Property development, it would be beneficial for the Warren Barn project to meet a different municipal need (beyond just storage) and to leverage other resources present at the Warren Conference Center that are not available at the Valentine property location (such as additional on-site event and meeting spaces; inn operations; parking; facilities and event management experience; catering capacity; and, particularly other recreational opportunities).

Framingham State University (FSU) also has interest in this property and the proposed Warren Barn project as it is located at FSU's Warren Conference Center (WCC) property (that is owned by the Massachusetts State College Building Authority on FSU's behalf) and the current vacant and undeveloped parcel is not beneficial to either the Town or the University. Further, this facility could provide a venue supporting FSU student recreational programming (particularly the rink component that would be used by FSU residence halls students among others); FSU academic programming (particularly through expansion of opportunities available to the universities' Hospitality Management Program); and, would benefit FSU faculty and staff, including University Community Club (UCC) members, through academic, recreational, cultural and social programming.

FSU has proposed development options ("WCC Development Plans and Warren Barn Development Options for Consideration"; March 24, 2024) whereby an expanded-scope facility, and adjacent property, could be utilized for community activities as well as hospitality and recreational purposes. The facility would also be rented through the Framingham State University Warren Conference Center; that rent revenue (net of property management fees) would be directed to Warren Barn trust fund accounts to cover costs of Warren Barn-associated utilities costs, Warren Barn facilities equipment and repairs, as well as set-asides to cover Town and FSU costs associated with use of the facility.

Proposed Development Option:

A purpose-built structure could meet the multiple objectives noted by providing a venue with a barn aesthetic while also designed to support events. Further, FSU proposes that the facility be constructed to provide an additional recreational opportunity (a focus that differs from the 'AgriCultural' focus of the Town's Valentine property) not currently offered at FSU, or the Warren Conference Center, or by the Town of Ashland, that could be available for University, Town, and WCC clients' use. Specifically, the new facility would provide event-hosting capability during warmer months as well as a pad contiguous to the barn to support ice skating during the winter months. The facility would further support FSU athletic/recreation programs and academic offerings. Additional funding has been identified by FSU in support of this proposed expanded programming scope. It is further proposed that facility operations be managed through the Warren Conference Center.

Proposed Approach:

Program Statement/Facility Requirements

Warren Barn Facility Use/Needs:

April 1 – October 30 (~7 months)

- Event Space

- Facility to host events managed through the Warren Conference Center.
- Events could include Town public gatherings, ceremonies, and meetings; small concerts; and, recreational programming (e.g., group activities such as fitness, martial arts, meditation, and dance classes, as well as possible ancillary support for the soccer field and cricket pitch - located at the WCC - used by the general public).
- Support FSU recreational programs and academic offerings.
- Limited food service/catering provision (supported by Hayden Lodge main kitchen and Henry's Place meal preparation/staging support).
- Barn structure with shoulder-seasons' heaters and summer-season air circulation; restrooms; event prep space; and accessible parking.
- Rental income to support facility utilities costs, facility upkeep, and Town/FSU use.

December 1 – March 1 (~3 months)

- Recreation Space (and restroom availability).
- Facility to support adjacent ice-skating during winter season with utilization managed through the Warren Conference Center (with anticipated supplemental support through University Community Club volunteers and contracted student staffing).
- Recreation opportunities provided to Town residents, FSU students, University Community Club (UCC) members, and for Warren Conference Center rental use. Hours of operation are planned to include certain weekday evenings and every weekend over this period as well as school break periods.
- Anticipated limited food service offerings (beverages and snacks) at selected times.
- Pad for winter-season ice skating use during periods conducive to ice making; chiller unit accommodation; ice refinisher space; freeze-tolerant restrooms; and accessible parking.
- Support FSU recreational programs and academic offerings.
- Rental income to support facility utilities costs, facility upkeep, and Town/FSU use.

Facility Requirements:

- Wood framed structure (with consideration of some steel infrastructure) with a traditional New England red barn motif (reminiscent of original Warren Milking Barn)
 - Slab-based construction; general floor space to host events as well as an external pad to support summer events and winter recreational use
 - Provision of heat to support "shoulder-season" programming
- Restroom facilities availability (freeze-tolerant)
- Ice rink refrigeration unit support
- Ice-refinisher vehicle storage room

- Accessible parking.

Proposed Agreement Approach/Parameters:

A Warren Barn Working Group (“Working Group”) has been convened composed of three representatives from the Town of Ashland, three representatives from FSU, one representative from the conference management services provider (Flik), and two representatives from the Massachusetts State College Building Authority (MSCBA). This Working Group has developed a project, specified in this Memorandum of Agreement (MOA), for Town, FSU, and MSCBA approval consideration.

This MOA proposes the following:

- Town leases property to the MSCBA, owner of the WCC property and facilities, on behalf of FSU, with FSU management agreement for operations. Lease rent will be structured so that facility operations costs are supported by generated revenues.
 - Facility use revenue – with rates determined by the WCC property-manager consistent with other WCC venues rates – will cover management fees; facility operating costs (including utilities costs); and, set-asides for Town and FSU Warren Barn-use associated costs; with any excess to be directed to facility maintenance and programming equipment support.
- Town provides funding for construction of a barn facility as a replacement for the former Warren Milking Barn (that is, the originally planned basic structure scope).
 - The Town has final sign-off for the design of the basic facility.
 - Anticipated total project costs for the basic structure is estimated to be \$1,500,000.
 - Project funding will include the \$750,000 previously appropriated by the State, as well as other Town-designated funding of \$750,000, to support barn construction costs.
 - Funds to be transferred from the Town to the MSCBA likely through an Intergovernmental Service Agreement (ISA) between the parties.
 - Development to be consistent with any restrictions set out in any project funding agreements.
- FSU will provide funding to support construction costs associated with barn facility “event-hosting” capability – that will support academic and recreational programming – including accessible restrooms, heating capacity for shoulder-season use, parking, and ice rink.
 - FSU has funded a certifiable study (“Study”) that has identified the preferred development option and associated estimated costs.
 - MSCBA has contracted with Jones Architecture to undertake this study (and subsequent design) with contract costs of \$124,000.

- A preferred option for providing restrooms capacity has been identified through the study with proposed restrooms placement in the interior of the barn structure along the Chestnut Street-facing exterior wall.
 - A preferred option for providing heating capacity to support shoulder-season has been identified through the study including associated project scope electrical and HVAC impact and costs.
 - Anticipated total project costs related to the expanded scope (including heating and restrooms provision) is estimated to be approximately \$1,798,000 (including study and design costs).
 - Funds in the amount of \$1,798,000 will be allocated by FSU to the Warren Barn project.
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- As part of the study process, it was also determined to incorporate a planned associated Parking Project (along with previously identified funding), that will support WCC operations including Warren Barn programming into the Warren Barn Project scope; this project will address identified accessible parking requirements. FSU's contribution to this project component is \$350,000.
 - In FY2024, FSU also procured an ice rink and associated chiller equipment that has been accounted for in this project design (of note: the ice rink will be installed in a temporary location until Warren Barn project completion).
 - Any remnant transferred funding from the Town and FSU, upon project completion, will be utilized for Warren Barn-associated Furniture, Fixtures, and Equipment (FF&E) costs and/or retained by MSCBA for future Warren Barn repairs/investments.
 - MSCBA will provide project management (including bidding and construction management) for the Warren Barn Project on behalf of the Town and FSU with Town and FSU participation through the designated Working Group members. MSCBA will not be responsible for any construction costs for the facility nor accept construction cost risk.
 - Operation of the new facility will be assigned to the management services firm contracted by FSU for the WCC (i.e., Compass/Flik)
 - Town, FSU, and MSCBA approval consideration of the following Memorandum of Agreement (MOA) will be completed by the end of the 2024 calendar year.
 - The project will be modified and adjusted, as necessary, for the Town, FSU, and MSCBA to comply with all applicable statutory and code requirements.

**Draft Memorandum of Agreement
between
Town of Ashland;
Framingham State University; and,
the Massachusetts State College Building Authority**

Whereas, the Town of Ashland, a municipal corporation duly organized and operating under charter and the laws of the Commonwealth of Massachusetts, with municipal offices located at Town of Ashland, Town Hall, 100 Main Street, Ashland, MA 01721, herein "the Town", intends to build a structure to replace the former Henry Warren Milking Barn located at 517 Chestnut Street, Ashland, MA; and,

Whereas, the Town plans for the new structure to be consistent with, and enhance the aesthetics of, the Warren Woods district; and

Whereas, the Town intends that the project will complement the Town of Ashland's near-by Valentine Estate Property redevelopment initiative with its "AgriCultural" focus; and,

Whereas, the Town has been appropriated \$750,000 (seven-hundred-fifty-thousand dollars) through the Commonwealth of Massachusetts 2021 Economic Development Bill, to support this project; and,

Whereas, the Town also plans to contribute up to an additional \$750,00 (seven-hundred-fifty-thousand dollars) to this project, to supplement state funding, necessary to construct a basic structure at an estimated total project cost of \$1,500,000 (one-million-five-hundred-thousand dollars); and,

Whereas, Framingham State University, a Commonwealth of Massachusetts public educational institution organized and operating under the laws of the Commonwealth of Massachusetts, located at 100 State Street, Framingham, MA 01701, herein "FSU", also has interest in redevelopment of this parcel as it is located at FSU's Warren Conference Center, located at 529 Chestnut Street, Ashland MA 01721, herein "WCC"; and,

Whereas, a new Warren Barn event-hosting-capable structure would support various FSU academic, recreational, cultural, and social programming opportunities serving FSU students, faculty, and staff; and,

Whereas, a new barn facility would provide a three-season event venue that could be utilized by the Town and FSU but also rented through the WCC with associated rent net (after management fees) revenues directed to facility operating costs, facilities upkeep, and costs associated with Town and FSU use of the facility; and,

Whereas, it is proposed that an expanded construction scope beyond a basic structure (including provision of restrooms, heating, and accessible parking) could be undertaken that would support event-hosting during the summer and shoulder-seasons as well as ice skating during winter months; and,

Whereas, FSU is interested in contributing to the Warren Barn expanded-scope components that would support event hosting, at an estimated cost of \$1,798,000 (one-million- seven-hundred- ninety-eight-thousand dollars), that includes FSU funding that has already been

provided for study and design services at a cost of \$124,000 (one-hundred-twenty-four-thousand dollars); as well as commitment to fund an associated accessible Parking Project that will be incorporated into the Warren Barn Project at a projected cost of \$350,000 (three-hundred-fifty-thousand dollars); resulting in aggregate Warren Barn and associated Parking Project FSU-committed support of \$2,148,000 (two-million-one-hundred-forty-eight-thousand dollars); and,

Whereas, the Massachusetts State College Building Authority, a state entity organized and operating under the laws of the Commonwealth of Massachusetts, located at 10 High Street, Boston MA, herein "MSCBA", has agreed to be the lease holder for the identified parcel as well as provide construction management services for the Warren Barn Project on behalf of FSU,

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

1. The Town will enter into a long-term lease for the parcel located at 517 Chestnut Street, Ashland, MA with the MSCBA that, in turn, will enter into a Management Services Agreement with FSU to assign property management responsibility to FSU for this parcel and facility.
2. The Town agrees to enter into an Intergovernmental Service Agreement (ISA) with the MSCBA to provide a total of \$1,500,000 (one-million-five-hundred-thousand dollars) in support of the Warren Barn Project; this funding represents \$750,000 (seven-hundred-fifty-thousand dollars) in state appropriated funds and \$750,000 (seven-hundred-fifty-thousand-dollars) in Town-designated funds.
3. FSU agrees to provide \$2,148,000 (two-million-one-hundred-forty-eight-thousand dollars) in support of the Warren Barn Project that includes \$124,000 (one-hundred-twenty-four-thousand dollars) for study and design costs, and \$1,674,000 (one-million-six-hundred-seventy-four-thousand dollars) towards barn construction costs, as well as \$350,000 (three-hundred-fifty-thousand dollars) towards an associated parking project that will be incorporated into the Warren Barn project. In aggregate, FSU support for the Warren Barn and associated Parking Project totals \$2,148,000 (two-million-one-hundred-forty-eight-thousand dollars).
4. The MSCBA agrees to manage a construction project on behalf of FSU as mutually agreed upon by the Town and FSU, as recommended by the Warren Barn Working Group, with separate approval required by both the Town and FSU, for construction of the proposed Warren Barn facility.
5. If any time during this process, project costs are projected to exceed available funding, the Town and FSU will agree upon reductions in scope to stay within available funding. If agreement cannot be made on scope reductions, the project will be cancelled with costs incurred up to the date of project cancellation to be allocated proportionately to the previously noted funding commitments with remnant funds proportionately reimbursed by MSCBA to (or retained by, if funds have not been transferred) the respective parties.
6. If total project costs, at the conclusion of the project, are less than provided funding, the Town and FSU agree to utilize these funds for barn-associated FF&E with any remaining balances maintained by the MSCBA for Warren Barn facilities

repairs/investments. Any expenditure of such funds will be pre-approved by both FSU and the Town.

7. FSU will revise its management contract with the conference services provider (Compass/Flik) to include operational services and maintenance of the Warren Barn grounds and facility.
8. MSCBA involvement in the project is subject to approval of its Board and, if necessary, the Board of Higher Education.

IN WITNESS WHEREOF the parties have caused this Memorandum to be executed by their duly authorized officers:

Town of Ashland

Framingham State University

Michael Herbert, Town Manager

Date: _____

Nancy Niemi, President

Date: _____

Massachusetts State College Building Authority

Janet Chrisos, Executive Director

Date: _____

Appendix A: Sources and Uses of Funds

Warren Barn Project (and Associated Parking Project) Sources and Uses of Funds	FSU	Town	Total
Barn Project Design Team (Study and Design) - FY24 GAA	\$124,000		\$124,000
Barn Project Contribution:			
Town ARPA Funding		\$750,000	\$750,000
Town Directed Funding		\$750,000	\$750,000
FSU FY25 GAA Allocation	\$1,500,000		\$1,500,000
FSU/MSCBA WCC Projects Remnant Funds Allocations	\$174,000		\$174,000
<i>Subtotal - Barn Project</i>	<i>\$1,798,000</i>	<i>\$1,500,000</i>	<i>\$3,298,000</i>
Parking Project:			
FSU/MSCBA WCC Projects Remnant Funds Allocations (\$284K Sewer + \$66K Other)	\$350,000		\$350,000
<i>Subtotal - Associated Parking Project</i>	<i>\$350,000</i>		<i>\$350,000</i>
FF&E - From Remnant Barn Contingencies Funding/WCC future lease income	TBD		\$0
Total	\$2,148,000	\$1,500,000	\$3,648,000

Appendix B: Warren Barn and Rink Layout

