Date Filed: October 27, 2026

Witness: Christopher E. Colorio, Mark P. Baldwin, John G. Griffin and Leanne M. Landry
Request from: Office of Education, Outreach, and Enforcement

Question:

(MS24A-VENDOR-FOOD/LODGING) Refer to Response to EOE-219. The Company's response identified that it "did not require rooms and meals" for January 22, 2024 (i.e., for the HT-Exit 88 Hotel TRS LLC vendor, aka Marriott Mystic) and that a "cancellation notification was sent via email on Wednesday, January 10, 2024, at 2:19pm." Respond to the following:

a. Provide a copy of the contract with the Marriott Mystic.
b. Identify the minimum amount of notice that would have prevented a cancellation charge and cite the applicable provisions within the contract. As part of the response, please identify if there are different notice requirements for meals versus lodging.
c. Identify the breakdown in costs for rooms (i.e., the evening of January 11, 2024) and meals (i.e., breakfast, lunch, and dinner for both January 11, 2024, and January 12, 2024).
d. Identify any efforts that the Company performed to donate the unused meals to charitable organizations. If no efforts were performed, explain why.

Response:

a. Please refer to EOE-386, Attachment 1 CONFIDENTIAL, for a copy of the Statement of Work and Purchase Order with Marriott Mystic.

b. The notice required that would have prevented a cancellation charge would have been anytime prior to 6pm on the same day. Section 2 Late Arrivals and Cancellations, within the Statement of Work in EOE-386, Attachment 1, includes this provision. In EOE-386, Attachment 1, within the Statement of Work, there is no notice requirement for meals. The Meals provision is located in Section 3 Meals, in EOE-386, Attachment 1.

c. Please refer to Exhibit ACCT-2 CLP-1A-10, p. 158 for hotel and meal breakdowns. In addition, p.159-162 provides the breakdown of each meal.

d. The Company makes every effort to encourage hotels and caterers to donate unused food; however, the Company did not take possession of or exercise control over such food. Because the Company was neither in possession nor control of the food at the relevant time, any decision regarding the donation, retention, or disposal of unused food was solely within the discretion of the hotel or catering provided.