

SPECIAL USE PERMIT
ISSUED BY
THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF CONSERVATION AND RECREATION
TO
THE CITY OF NEWBURYPORT AND SHAMROCKS RINK MANAGEMENT, INC.
FOR THE OPERATION, MANAGEMENT AND MAINTENANCE
OF THE HENRY GRAF MEMORIAL RINK IN NEWBURYPORT, MASSACHUSETTS

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This Special Use Permit (the "Permit") is being executed by and among the Commonwealth of Massachusetts, acting by and through its Department of Conservation and Recreation ("DCR"), having a principal place of business at 251 Causeway Street, Suite 600, Boston, Massachusetts, and the City of Newburyport (the "City"), by and through its Mayor, Donna D. Holaday, with a mailing address of 60 Pleasant Street, Newburyport, MA 01950, and Shamrocks Rink Management, Inc. ("SRM"), with a mailing address of 11 James St., Malden, MA 02148, (the City and SRM hereinafter are referred to together as "Permittees"). DCR and the Permittees are collectively referred to herein as the "Parties."

WHEREAS, the Henry Graf Memorial Rink, and the non-exclusive parking areas, egress and ingress ways, as shown on Exhibit A, attached hereto and incorporated herein by reference, located at 28 Low Street, Newburyport, Massachusetts, 01950 (the "Premises"), is a facility in the care, custody and control of the DCR; and

WHEREAS, DCR has the authority to issue Special Use Permits pursuant to Massachusetts General Laws, c. 132A, §§ 2D and 7, c. 92, §§ 33 and 37, and DCR's rules and regulations promulgated under titles 302, 304 and 350 of the Massachusetts Code of Regulations, and all other powers enabling, as amended, and as applicable;

NOW, THEREFORE, the DCR hereby issues to the Permittees a license to operate, manage, and maintain the Premises as an ice hockey rink subject to the terms and conditions herein. The City and SRM shall prepare and enter into a separate agreement concerning the operation of the Premises. A copy of the executed agreement shall be provided to DCR:

TERM

1. The Term of this Permit for the use authorized herein shall be for a period of five (5) consecutive seasons, commencing as of July 15, 2017, and terminating on May 1, 2021.
2. If the Permittees are found to be noncompliant with any material term of this Permit Agreement and does not remedy the matter promptly, the DCR may suspend or immediately revoke the license to operate and terminate this Permit

Agreement. See the Termination provisions herein.

CONSIDERATION

3. The Permittees shall pay a fee to DCR in the amount of Ten Thousand (\$10,000) Dollars per year, paid monthly, excluding all Permittees' operating expenses, donations to others, debt, depreciation, equipment, labor, insurance, administrative and utility expenses, any required or voluntarily undertaken repairs and improvement costs, and any other fees due to any other entity, agency, or municipality.
4. The Permittees shall also pay for all repairs, maintenance, tools, equipment supplies (including refrigerant), expenses incurred in connection with code compliance (air quality, health standards, non-structural/infrastructure-related building code compliance, fire suppression compliance), cleanliness, safety and security related to the Premises as further described herein.
5. Any request to reduce the fee required is considered an abatement request. All abatement requests must be presented in writing with sufficient information and background for approval by the Commissioner of DCR. Abatements will not be granted for reasons due to weather or other circumstances beyond the control of DCR staff.
6. DCR shall endeavor to bill Permittees by invoice for each payment required hereunder. Each invoice shall be paid within thirty (30) days of the invoice date. However, whether or not an invoice is issued, Permittees are liable for the payments required hereunder. Any nonpayment shall be a material breach and cause for termination of this Permit, consistent with the Termination provisions set forth below, as well as the pursuit of such legal and/or equitable remedies as may be appropriate.
7. The Permittees may remit payments by:
 - a. Money order, cashier's check or certified bank check, made payable to the Commonwealth of Massachusetts and sent to the address on the invoice received or in the event of no invoice, sent to the following address:

Department of Conservation and Recreation
Attention: DCR Finance-Accounts Receivable
/ Revenue Office, RE: GRAF Rink City SRM,
251 Causeway Street, Suite 600, Boston,
Massachusetts 02114-2119.

- b. If the Permittees desires to make payments by electronic fund transfer (EFT), EFT Sign up forms can be obtained at this link: https://massfinance.state.ma.us/VendorWeb/EFT_FORM.pdf. Fill out the form and send it along with a 2009 Mass Substitute W-9 Form to the DCR Finance Office. EFT Payments must include the Permittee's Vendor Code Number and Permittee should send an e-mail or fax confirmation to the DCR Finance Office when payments are sent via this method.

CONDITION OF PREMISES; INVENTORY

8. The Permittees acknowledge that they have made an inspection of the Premises and that the Premises is in a satisfactory condition, suitable for the purposes of this Permit in its existing condition, and that it has not relied upon representations or statements of the DCR, its officers, employees or agents with respect to these conditions. The Permittees expressly agree that the DCR has no obligation to make any alterations, repairs, additions, or improvements to the Premises, except as specifically set forth herein.
9. An inventory of the furnishings, equipment and facility condition may be developed and reviewed bi-annually by DCR and Permittees. Items provided by DCR that are lost or broken shall be replaced by the Permittees. If an inventory is completed, the Permittees shall sign a statement or other acceptable document indicating receipt of the items and acknowledging the condition of the facility, equipment and furnishings. Said statement or document may be developed using video footage but must also be accompanied by written hardcopy of the number of items and any corresponding serial numbers or identifying information.

MANAGEMENT REQUIREMENTS

Use of Premises, Fees and Ice Time Schedules

10. The Premises shall be occupied and used for the purpose of operating a public ice skating rink available to all members of the general public, without preference, other than the on priorities in the Allocation of Ice time Section herein, to any one organization, town, municipality, or group. This purpose includes the proper use and care of equipment and materials incidental to the operation of the rink which may be provided or installed by the DCR. Such equipment and materials shall remain the property of the DCR.
11. The Permittees shall provide an organized, efficient, safe, clean, and professionally staffed ice skating rink operation. The Permittees shall maintain the Premises in a presentable and good condition at all times.
12. Any and all provisions contained within this document shall be performed and conducted at the sole and exclusive expense and cost of the Permittees and to the satisfaction of the DCR.
13. The DCR shall have the exclusive right to object, with just reason, to the character of service or to any objectionable condition created, caused, or under the control of the Permittees. If such an objection occurs, the Permittees must discontinue the practice or remedy the matter immediately. The matter must be remedied to the satisfaction of the DCR. If Permittees do not respond satisfactorily, DCR may suspend operation of the Premises or terminate the Permit.
14. During the entire term of this Permit, the Permittees shall strictly adhere to and comply with applicable fees and rates specifically itemized in 801 CMR 4.02 (302) (9)(a). An unofficial copy of said fee schedule can be found at: <http://www.mass.gov/courts/docs/lawlib/800-899cmr/801cmr4.pdf>. The Permittees shall also adhere to applicable DCR Park Rules and Regulations. DCR Park Rules and Regulations can be found at Title 302 of the Massachusetts Code of Regulations (302 CMR 12.00). An unofficial copy of these regulations can be found at: <http://www.mass.gov/courts/case-legal-res/law-lib/laws-by-source/cmr/300-399cmr/302cmr.html>

15. The Permittees and DCR may hold annual joint inspections and meetings each year to discuss use, scheduling, maintenance of the Premises and grounds, and other pertinent issues. Additional meetings may be held as needed.

Operating Schedule

16. The Permittees may operate the Premises year-round but shall, at a minimum, ensure that the Premises is fully operable and open to the public during the full months of October through and including March each year. If the Premises are open year round, the Premises may be temporarily closed for slab, ice bed, and other major maintenance.

17. The Permittees shall establish consistent and publicly advertised hours of operation, for no fewer than seven (7) days per week during October through and including March of the following year during the term of this Permit. Said operating hours may be determined by the Permittees, with the consent of DCR.

18. The Permittees shall immediately (within twenty-four (24) hours) verbally notify DCR of any injuries, closures, property damage or related incidents that occur on the Premises and shall provide written notice to the DCR within three (3) calendar days of said incident. The written notice shall provide a detailed account of the incident including but not limited to the nature of the incident, the names of any individuals involved and the names of any and all witnesses, all phone numbers, addresses and contact information of affected individuals and witnesses and the names of any agencies (federal, state, and/or local) that responded to the incident.

19. During periods of closure due to inclement weather or any other cause not within the control of the DCR, all obligations of the Permittees concerning the Premises shall not be waived. The DCR shall not be responsible for any costs incurred or revenue lost due to the closure or re-opening of the Premises under the provisions of this section.

Allocation of Ice Time

20. Ice time at the rink shall be allocated to the following user groups listed in priority order:

- a. General public skating
- b. Youth Athletics/High School

- c. Non-profit hockey teams
- d. Adult organizations or informal groups.

21. The Permittees shall allow interested user groups a fair chance at access by hosting and leading an annual ice scheduling meeting for ice time at the Premises at the end of each season. Said meeting shall be open to the public and must be conspicuously advertised at least one (1) month in advance and in not less than one (1) regional newspaper and on Permittees' website(s) or other media. The Permittees shall take comprehensive meeting notes and shall provide a copy of those notes to DCR upon request. A DCR representative may attend said meeting. Disputes concerning ice-time will be decided by DCR.

22. Ice time may be allocated at the discretion of the Permittees with the following restrictions:

- a. General public skating sessions must be scheduled, at a minimum, sixteen (16) hours per week, in two fifty (50) to sixty (60) minute increments, as follows:
 - i. Monday – Friday mornings; and
 - ii. Saturday and Sunday afternoons.
- b. If the foregoing does not fulfill the requisite minimum of sixteen (16) hours per week, two additional fifty (50) minute session(s) necessary to achieve the minimum general public skating session weekly requirement shall be scheduled by the Permittees on such day(s) and at such time(s) as Permittees may reasonably determine.
- c. During all public school vacation weeks, the Permittees must provide an additional four (4) hours per week of general public skating.

23. The Permittees shall provide a public skating schedule each month/season/year to the public and DCR. The public skating schedule shall be posted on-line on permittees website if any and conspicuously at and within the Premises (i.e., on the outer doors of the rink and in the lobby) so that members of the public are aware of public skate periods, lessons and classes, manager contact information, and other events.

Premises Access and Maintenance

24. The Permittees shall be solely responsible for the following:

a. Maintenance of the Building Envelope and External Components:

- i. Walls (internal and external), routine, small or low cost, regular roof repairs of components such as gutters, snow fence, tiles, shingles, low-e interior material, and small leaks, etc.;
- ii. All pedestrian areas between the Premises and the parking area, the parking lot, including, but not limited to: snow and ice removal (parking lot, sidewalks, and roof), signage, grass and weed cutting, external light bulbs and fixtures (not parking or street lot poles); cleaning or painting over graffiti; repair of torn fence areas, broken windows, picking up all litter, debris, rubbish, recyclables within the building and within a fifty foot (50') radius of the Premises. Permittees shall not allow any trash or recycling receptacles (internal or external) to overflow. Garbage, trash, and recyclables shall be disposed of by the Permittees at a minimum of once daily. Trash removal and recycling shall be at the Permittees' expense (including dumpsters, recycling bins, trash barrels and liners for properly securing and disposing of trash and recyclables).
- iii. The Permittees shall be solely and exclusively responsible for security of the Premises throughout the entire Term of this Permit, including off-season periods during the Term.
- iv. The Permittees shall be solely responsible for all cost attributable to any damage, destruction, vandalism, or similar loss caused to the Premises by the Permittees, their members, agents, employees, permittees, licensees, contractors, guests, patrons, or invitees. Any damage shall be immediately repaired to the satisfaction of the DCR. Said repairs shall be performed immediately and to the satisfaction of DCR Engineering.

b. Interior Systems:

- i. Maintenance, cleaning, repair and replacement of fixtures (e.g., toilets, sinks, faucets, lights, etc.); locker room elements

(e.g., dividers, benches), heating equipment (baseboards and ceiling heaters) throughout the rink, painting, flooring, hot and cold water, plumbing (domestic and HVAC, pipes and boiler maintenance), doors (including knobs, handles, windows, plates, hinges, frames), windows, dasher boards, glass/plexi-glass, mats, netting, ice resurfer (Zamboni) parts and repairs, edgers, refrigerant; internal light bulbs and fixtures (use of LED or energy saving light bulbs should be used where possible), any security cameras, alarms or key pads, music or announcement systems, sprinkler system equipment, and air quality testing equipment. Permittees are responsible for all charges and expenses related to such maintenance.

- ii. The proper storage, use and disposal of all hazardous materials generated (including, but not limited to cleaning materials, oil, lubricants and transmission fluid). Any hazardous materials shall be disposed of in accordance with all applicable laws and regulations. MSDS safety sheets for all materials used on and about the Premises shall be properly kept on-site nearby any such materials with proper labeling on all containers, boxes, shelves or cabinets.
- iii. All mechanical maintenance and repairs commissioned by the Permittees shall be accomplished by qualified personnel or contractors employed and paid by the Permittees. All costs associated with installation, maintenance, repair and use of all utilities within and on the Premises, shall be the responsibility of the Permittees unless otherwise agreed to by the Parties.
- iv. Permittees shall pay all costs of water, sewerage, electricity, fuel, oil, telephone, cable, internet, or any other utility used and consumed in connection with the operation of the Premises, and in connection with all structures located thereon. Once invoices are received for the consumption of utilities, the Permittees shall make prompt payment to the provider of said utilities. The Permittees acknowledge that in the event utility service is discontinued by a utility service provider and said disconnection adversely affects the

operations on the Premises, the DCR shall have the right to terminate this Permit forthwith and, to the extent such utility discontinuation was caused by the Permittees and/or Permittees' concessionaire or other authorized sub-licensee, the DCR may seek remedies in accordance with the Permit or as otherwise provided by law.

- v. The Permittees shall maintain the same landline telephone number as currently provided, and shall return this number account with a zero balance to DCR upon expiration of this Permit.
- vi. The Permittees shall identify all leased equipment to be used on the Premises prior to the execution of the Permit or notify the DCR within thirty (30) days if any newly leased equipment will be used on the Premises during the term of this Permit. The Permittees shall be responsible for any obligation under such equipment leases. Any equipment that is affixed in a permanent manner, including, but not limited to, plumbing fixtures, sinks, hard-wired appliances, built-in refrigeration equipment, or exhaust, fume, and fire-suppression systems affixed to the floor, a wall, or ceiling of the Premises, shall become the property of the Commonwealth or shall be removed and replaced as may be agreed with DCR. At the expiration or termination of this Permit, the Permittees shall be solely responsible for fulfilling any remaining obligations under such equipment lease agreements so that title to such equipment passes immediately to the Commonwealth or is otherwise removed properly as may be agreed with DCR.
- vii. All other repairs, costs, expenses for maintenance requirements associated with the operation of the Premises and the health and safety of the general public, shall be the responsibility of the Permittees during the entire term of this Permit.
- viii. All acts of theft, vandalism or other serious incidents which occur on the Premises shall be immediately reported to the DCR District Manager or Regional Manager within three (3) calendar days of an incident or discovery. The Permittees shall provide in writing, following such notice to DCR, a comprehensive and detailed account of the particular incident including, at a minimum, the affected individuals' names, addresses, phone numbers, ages; a thorough description of the incident; actions taken and remedies provided; and details from the first responders.
- ix. The Permittees and its concessionaire or any special event group (as defined in the Special Events Section herein below) allowed on the Premises shall strictly comply with all health, environmental and sanitary standards and conditions required by Commonwealth of Massachusetts statutes and regulations, including DCR regulations, local bylaws, and environmental and applicable administrative orders. All concessionaires or special event groups shall be required to carry insurance for their uses on the Premises.
- x. All deliveries shall be made in such a manner as to have the least negative impact on the visiting public, the Premises, and its environs.
- xi. The Permittees shall obtain at its own expense all federal, state, and local permits, licenses, and other approvals necessary for the operation of the Premises. Failure to obtain any required permits, licenses, and other approvals prior to operation of facilities for which they are required, or failure to maintain such permits, licenses, and other approvals in full effect throughout the term of this Permit shall be cause for termination of this Permit by the DCR.
- xii. The Permittees shall arrange for inspections by local health officials, utilities engineers, state building inspectors and others as may be required, including but not limited to:
 - 1) Annual inspections by the Massachusetts Department of Public Safety, Building Code Inspectors. Permittees are required to request such an inspection each year and post the resulting certificate. An application and additional information is available at: <http://www.mass.gov/eopss/agencies/dps>.

- 2) Permittee shall request inspections from State or local Boards of Health for any food service providers operating at the Premises, and ensure that all necessary permits (e.g., victualers, dairy, food safety) and allergen training certificates are up to date and visible where any food is served at the Premises (indoors and outdoors).
- 3) Permittee shall also contact the Massachusetts Department of Health for Air Quality inspections if the Permittees uses any fossil fuel (e.g., gas, diesel) equipment on a regular or occasional basis. For more information see the following web page (last accessed 7/25/17):
<http://www.mass.gov/eohhs/gov/departments/dph/programs/environmental-health/comm-sanitation/indoor-skating-rinks.html>.

For inspection contact:

Steven F. Hughes, Director,
Community Sanitation Program
Bureau of Environmental Health
Massachusetts Department of Public Health
250 Washington Street, 7th Floor
Boston, MA 02108
Tel: (617) 624-5757; Fax: (617) 624-5777
E-Mail: steven.hughes@state.ma.us
website: <http://www.mass.gov/dph/dcs>.

25. The Permittees shall notify DCR Engineering of any reports or violations noted by any inspectors upon receipt and inform DCR of actions Permittees will take to promptly correct any condition that is within Permittees' management responsibilities as described herein.
26. DCR or Commonwealth agents and employees, shall be given full and unrestricted access to and upon the Premises at all times during the Term of this Permit to inspect the Premises, operations and equipment, Permittees' books and records and any concessionaires or authorized sub-licensees, if any.

27. DCR will be responsible for the following:
 - a. Replacement of the mechanical systems (things that are unique to ice rinks):
 - i. Replacement (not small repairs) of the following: slab and cooling system in the slab, compressor, and condenser or cooling tower when deemed necessary by the DCR Chief Engineer and subject to available funding.
 - ii. DCR will ensure that the Premises are inspected by either the local Fire Chief or the State Fire Marshal to check fire alarms, sprinklers, if any, and extinguishers.
 - iii. Should the replacement of a mechanical system or repair require or render the facility unusable, the DCR will endeavor to make all repairs in a timely fashion if and as funds are available; however, the Commonwealth shall be under no obligation to make such repairs.
 - b. One preventative maintenance service check/visit by DCR's contractor (usually at the start of season). The scope of this work is limited as described on the attached Exhibit E. Limited issues discovered at this time may be repaired and paid for by DCR if funds are available, however during the season the Permittees must have a qualified contractor on call to do any system work, maintenance, small repairs or adjustments, including repairs to seals, small sections of the system, re-charging, etc. that are required during the season.
28. The Permittees shall provide the DCR with an emergency after-hours call list (not including the principals of the Permittees) annually, and upon any changes for use by the police, DCR rangers and DCR region staff.
29. The Permittees shall provide the DCR Region Manager with one set of keys and lock codes to the Premises and hereby agrees to provide keys and lock combinations promptly if locks are changed.
30. The DCR reserves the right to inspect the level of housekeeping and sanitation being performed at any time without prior notice. Upon request,

books and records concerning the Premises shall be made available for review by DCR.

Ice Resurfacers and Ice Edgers

Not Applicable at this Location. Equipment to be supplied and maintained by Permittees.

Look Up Lines

31. The Department of Conservation and Recreation (DCR) has instituted a new policy for the installation of Look-Up-Lines at all rinks for safety. The Look-Up Line acts as a warning track and may help to decrease the risk of injuries along the boards by encouraging players to keep their heads up when approaching the boards. The Look-Up Line is usually colored a "safety orange." The line is usually 40-inches off the boards and should not overlap any face-off dots, lower circles, or hash marks. This line shall be painted in when other on-ice markers are made each year. This color should not interfere with any normal on-ice markings and is universally associated with caution. More information can be found at:

- <http://www.mahockey.org/lookupline>
- <http://lookupline.org>
- http://www.espn.com/blog/boston/high-school/post/_id/33151/look-up-line-creating-revolution-in-rinks

Construction on Premises

32. The Permittees shall not perform construction on the Premises and shall not permanently affix any item to the Premises or property of the Commonwealth unless the Permittees first receive written approval thereof from the DCR.
33. Prior to the commencement of any work on or to the Premises including improvements, modifications or build-out of the Premises, the Permittees shall submit scopes of work, cost estimates, and any plans or specifications to DCR DCR Engineering for pre-approval. No work shall commence until the Permittees receive written approval from the DCR Commissioner.
34. All improvements to the Premises shall immediately become part of the Premises. Personal property or equipment of the Permittees' which is not affixed to the Premises and which can be removed without

damage to the Premises shall be removed by Permittees within fourteen (14) calendar days after termination of this Permit. Items installed into walls, attached to plumbing or heating systems, or the ground shall remain as fixtures unless the Parties otherwise agree in writing.

35. Any damage to any structure on the Premises or surrounding area caused by the installation or removal of an improvement by the Permittees shall be repaired to a condition satisfactory to the DCR at the Permittees' sole expense.
36. The Permittees agree to comply with all applicable rules and regulations of all other state, federal and local agencies concerning the use and modification of state facilities, including but not limited to laws or regulations requiring approval by the Massachusetts Historical Commission, the Massachusetts Department of Environmental Protection, the Massachusetts Department of Public Safety, and any other applicable and authorized authority, and to file for and obtain all necessary and applicable federal, state, and local permits. All applications for such permits shall be pre-approved by DCR where required.
37. All costs incurred under this section (including but not limited to local, state and federal permit application fees, construction, labor, materials, professional landscaping, architectural fees, etc.) are the sole responsibility of the Permittees. Prior to submitting any local, state, or federal permits Permittees shall obtain approval from the DCR Engineering Department. Note prevailing wage and contractors insurance may be required depending on the nature of the work.
38. Ordinary and everyday maintenance, such as minor repairs to the wiring, tile repairs, plumbing and small carpentry, may be performed by the Permittees utilizing properly licensed and insured contractors, after notice to, and confirmation in writing from, the DCR Engineering Department.
39. The Permittees may commission an electric utility company or internet/cable companies to provide service, subject to DCR pre-approval in writing of the planned installation items, methods, and layout. All costs are the sole responsibility of the Permittees. New service requiring transformers or large land based equipment for electric or gas service shall be coordinated with DCR Engineering.

Energy Conservation Program

40. Should the Commonwealth pursue an Energy Conservation Program in cooperation with the Division of Capital Asset Management and Maintenance (DCAMM) or any other state agency or entity, the Permittees shall cooperate with the implementation of this program.
41. Should Permittees receive a proposal for, or desire to propose, a solar energy or other energy saving project, such proposals or solicitations shall be submitted to DCR in advance for review by DCR Engineering and DCAMM or the Executive Office of Energy and Environmental Affairs, Department of Energy Resources.

Concessions and Vending

42. The Permittees may honor any concession agreements in effect (provided an agreement is in writing, current and in compliance with all applicable rules and regulations) between the prior operator of the rink and any youth hockey concessionaire (for food services, not ice time) for the 2016-2017 season. Subsequently the Permittees may contract with concessionaires for food services, skate sharpening, skate rental, etc. for any existing concession areas. Any structural changes to any concession area must comply with the construction requirements herein. Concessionaires must abide by the rules in this Permit and should have a written agreement, proof of insurance, and evidence of up to date and proper health and safety related permits, certifications or approvals. Concessionaires shall abide by all other applicable rules, regulations and laws of the local, state and federal agencies.
43. Vending or amusement machines are explicitly prohibited from the Premises unless DCR grants prior written approval and any locally required permissions are obtained. The sale, distribution, display, possession, use or advertisement of alcoholic beverages, any tobacco related product or item, or lottery games and/or tickets on the Premises is prohibited without a written waiver from the Commissioner of DCR.
44. The operation of any other service or business by the Permittees, other than that authorized herein, without prior written approval from the Commissioner of DCR on or about the Premises

is not authorized. Copies of any sub-license agreements shall be furnished to DCR.

Advertising, Marketing and Signage

45. Commercial advertising on the ice, boards, flags, banners or machines at the Premises is prohibited without the prior written approval of the DCR Commissioner. Permittees shall submit any proposed advertising to the DCR Director of External Affairs. Such advertising shall not be displayed or employed prior to receiving approval. Approved sponsorship signs at the Premises (inside or outside) shall not be in violation of the policies and regulations of DCR at 302 CMR 12.00 or those of the MassDOT Outdoor Advertising Board (700 CMR 3.00).
46. All marketing, promotion, advertising, postings or oral representations in any type of media (written, graphic, electronic, etc.) made by the Permittees, shall not misrepresent in any respect the facilities provided or the status or condition of the Premises. The fact that the Permittees are operating the Premises which are Commonwealth park lands shall be made apparent.
47. The Permittees shall provide DCR with any proposed branding, marketing and advertising items, materials and displays proposed for the Premises in advance of use or employment. Said materials, media and statements if approved shall unambiguously recognize and give credit to the DCR using a logo and language as mutually agreed upon by DCR and the Permittees. The Permittees shall not sell or distribute any item bearing the DCR name, logo, or any other DCR park name or logo, without prior approval from DCR. If requested by the DCR, the Permittees shall immediately withdraw any advertising or desist from any promotional activity not acceptable or not appropriate to the DCR.
48. The DCR retains the right to refer to the facilities and the Premises in any media, advertising or promotional activity of its own. At the request of the DCR, the Permittees shall provide a bulletin board or space for notices or information about other DCR facilities, programs and events.
49. The Permittee and any of their sub-licensees (e.g., concessionaires) shall, at their sole expense and subject to the approval of the DCR, post the

names and prices for access and any products sold on the Premises on printed signs. No handwritten signs shall be permitted on the Premises.

50. All DCR signs shall remain in place unless prior written approval from DCR is obtained. United States and Commonwealth of Massachusetts flags must be kept in good condition. Permittees shall honor all directions from the Commonwealth related to flag status.

Employees

51. The Permittees shall staff the Premises with a sufficient number of qualified, competent employees to provide consistent, efficient and professional service to the public and maintain the Premises.
52. The Permittees shall be responsible for all employee-related issues on the Premises (e.g., safety and security compliance, Criminal Offender Record Information (CORI) and Sex Offender Registry Information (SORI) status, wages, customer service, etc.), compliance of employees with safety, security, and all applicable laws and regulations.
53. Permittees' rink employees shall wear identifiable uniforms or a unique or distinctive item of clothing, or a conspicuously displayed and accurate name tag. Proper professional-looking and safe attire is required to be worn by all of the Permittees' employees and any concessionaires while on the Premises.

Special Events

54. All special events at the Premises must be in compliance with federal, state, and local laws and with DCR regulations, policies, and procedures. "Special events" are defined as activities held within or around the Premises that include large numbers of people and involve activities or uses that are not characteristic of rinks or skating (e.g., circus, town or college events, movie night, farmers markets, festivals, concerts, road races, etc.) or proposed by entities other than the Permittees, directly or indirectly.
55. Not less than forty-five (45) calendar days prior to any special event, the Permittees shall submit a special event application for the proposed special event accompanied by descriptive plans and any relevant information to DCR. The DCR reserves

the express and exclusive right to disapprove of any proposed special event. Said notice and application shall be submitted to the DCR Office of External Affairs (Special Use/Special Events Permitting).

56. Special events which are held at the Premises shall not be offensive to the public and shall not include activities which cause damage to the Premises or equipment. Events and activities at the Premises may not include those that use or involve internal combustion engines, suspension of items from walls, ceilings, or the application of any bondable coating or other artificial material applied to surfaces.
57. The DCR may schedule special events near the Premises. The sponsors and/or special event personnel may be permitted to offer concessions or samplings on the Premises. The Permittees shall make every effort to accommodate DCR permitted events and sponsors.

Accounting and Financial Reporting

58. **Monthly reports are mandatory.** Permittees shall submit monthly reports in the forms attached hereto as Exhibit G or in a form that provides the information sought on those forms to the DCR Office of Long Term Permits and Leases. Said reports shall provide details of gross income, expenses, and capital repair expenditures related to the Premises. The Permittees shall pay any expenses incurred in providing the above-described financial reports at their sole cost.
59. The Permittees shall deliver to the DCR, Office of Long-Term Permits and Leases, Attn: Manager by the end of each season or prior to the start of each new season, a basic summary report, or a financial statement (or if available an audited financial statement by a certified public accountant) showing the current or prior seasonal income, expenditures, and number of patrons on a consistent basis (i.e. daily, weekly, or monthly), the reports may consist of any of the following: a balance sheet, profit and loss, income statement, statement of cash flows for the prior season, or a copy of any financial information relating to the Premises as reported to the Massachusetts Department of Revenue, Attorney General's Office, or the Internal Revenue Service.

60. Permittees acknowledge that reports and information may become a public record and subject to review by DCR and Commonwealth agencies authorized to review DCR activities.
61. The Permittees shall make all of the accounting books and supporting records of its business activities, relating to the management, operation and maintenance of the Premises, available for analysis and duplication by representatives of the DCR, or Commonwealth agencies authorized to review DCR activities upon request by DCR's CFO or the DCR Office of Long Term Permits and Leases Manager. If DCR is able to do so, reasonable notice will be provided to Permittees.
62. The Permittees shall pay all expenses incurred in providing the above described reports at their sole cost. The Permittees acknowledge the importance of these reports and that the failure to provide these reports is a material breach of its responsibilities under this Permit. Said reports shall be sent to the following:

Department of Conservation and Recreation
Office of Long-Term Permits and Leases
251 Causeway Street, Ste. 600
Boston, MA 02114-2119

Taxes

63. The Permittees hereby agree to be responsible for prompt payment of any and all taxes levied on the operations conducted under the exercise of this Permit. Failure to make timely payment of taxes for which the Permittees are responsible shall be cause for termination of this Permit.

RISK OF OPERATION

64. To the extent allowable by law, the Permittees shall assume all risk in connection with any and all activities engaged on the Premises and shall be solely responsible and answerable in damages and any other remedies for all accidents or injuries to all persons or property caused by the Permittees' activities.
65. The Permittees shall be responsible for the security of the Premises and the protection of the assets and property of the DCR. The Commonwealth shall not be responsible for property of the Permittee's contractors, agents, representatives, employees, permittees, licensees, guests and invitees.

66. To the extent allowable by law, the Permittees shall defend, hold harmless and indemnify the Commonwealth of Massachusetts, the DCR and its agents, officers and employees from any claims arising out of any violation of any law, ordinance or regulation affecting the activities authorized herein by this Permit, from any claims for personal injury or death or damage to personal property, of whatever kind or nature, arising from the Permittee's activities on the Premises, including claims arising from the negligent, willful or intentional act or omissions of the Permittees, their contractors, agents, representatives, employees, permittees, licensees, guests and invitees, and claims arising from the Permittees' failure to provide adequate security on the Premises.
67. The Permittees shall not make any claims against the Commonwealth including the DCR, for any injury, loss, or damage to persons, including bodily injury or death, or damage to property arising out of or in connection with the actions or omissions hereunder of the Permittees, their contractors, agents, representatives, employees, permittees, licensees, guests and invitees, except for that arising solely from the gross negligence or gross misconduct of the DCR.
68. The Permittees shall waive any and all claims for compensation for any and all loss or damage sustained by reason of any interference by any public agency or official in the operation of this Permit.
69. These indemnification provisions are independent of and shall not in any way be limited by the insurance requirements of this Permit. DCR approval of the insurance contracts required by this Permit does not in any way relieve Permittees from liability related to their operation of the Premises. The indemnification obligations of the Permittees this section shall survive the expiration or termination of this Permit.

INSURANCE

70. The Permittees shall carry insurance at minimum in the types and amounts as described in this section of the Permit at their sole expense:
- i. General Commercial/Public/Products Liability Insurance. The Permittees shall carry appropriate General Commercial or Public liability insurance as to third persons and products liability insurance

(if any products are sold on the Premises) against claims based upon the activities or services provided to the public in the minimum amount of One Million (\$1,000,000.00) Dollars per occurrence and a minimum of Two Million (\$2,000,000.00) Dollars in the aggregate, or such higher amounts of liability insurance coverage that are prudent given the risks inherent in the proposed uses of the Premises or that the DCR shall reasonably require from time to time. This insurance must be primary and non-contributory. DCR does not carry insurance.

ii. Insurance for Commonwealth Property. The Permittees shall obtain and furnish proof of sufficient property damage (fire, vandalism, structure, etc.) insurance for Commonwealth property (the Premises) and any DCR equipment contained therein in the minimum amount of Five Million (\$5,000,000.00) Dollars per occurrence and a minimum of Ten Million (\$10,000,000.00) Dollars or such higher amounts of liability insurance coverage that are prudent given the risks inherent in the proposed uses of the Premises, or as the DCR or the Division of Capital Asset Management and Maintenance shall reasonably require from time to time. This insurance must be primary and non-contributory. DCR does not carry insurance.

iii. Fire and Casualty Insurance. The Permittees shall carry fire and casualty liability insurance for their equipment in the minimum amount of Five Hundred Thousand (\$500,000.00) Dollars or such higher amounts of liability insurance that are prudent given the risks inherent in the proposed uses of the Premises or that the DCR shall reasonably require from time to time.

iv. Additional insurance as applicable. Permittees shall consider and obtain any additional insurance to cover its risks inherent in the use of, and proposed activities on, the Premises, including but not limited to Workers' Compensation, Motor Vehicle, Officers and Directors, Fraud, Abuse and Molestation, Vandalism, Flood, Wind, Mold, etc.

71. The Department of Conservation and Recreation shall be explicitly named as an additional insured for liability on all liability insurance policies (except Workers' Compensation).

72. The Permittees must purchase a notice endorsement such that DCR is provided thirty (30) days prior

notice of cancellation, ten (10) days for non-payment).

73. The Permittees shall furnish Certificates of Insurance and proof of the required endorsements issued by an insurer or insurers qualified to do business in the Commonwealth with a A.M. Best rating of no less than A, Class VI or higher or an equivalent Standard & Poor's Rating of AA+/- or higher to the following DCR office prior to execution of this Permit and updated annually each year of the Permit Term and any extended periods:

Department of Conservation and Recreation
Office of Long Term Leases and Permits,
Attention: Manager re: Graf Rink
251 Causeway Street, Suite 600
Boston, MA 02114
Fax: 617-626-1351 or 1301
E-mail: dcr.permits@state.ma.us

74. DCR acknowledges that the City is self-insured as to liability, and that the City may (but is not required to) obtain the above types of insurance to ensure its ability to meet its obligations hereunder. The City may rely on any statutory limits to address any liability claims against the City. SRM is not excused from obtaining the insurance coverages required in this section of the Permit.

75. Failure to maintain insurance throughout the Term and any extensions of this Permit shall be deemed a material breach of this Permit.

STATUS OF PERMITTEES

76. The relationship of the Permittees to the Commonwealth of Massachusetts and the DCR is that of licensees to a licensor.

77. Nothing herein contained shall create or be construed as creating a legal partnership between the DCR and the Permittees, or to constitute an agency with the Permittees as agents of the DCR or the Commonwealth.

78. The Permittees covenant that they will conduct themselves and their staff consistent with such status, and that they will neither hold themselves out, nor claim to be officers or employees of the Commonwealth by reason hereof, and that they will not, by reason hereof, make any claim, demand or application for any right or privilege

applicable to an officer or employee of the Commonwealth of Massachusetts including, but not limited to, Workers' Compensation Coverage, unemployment insurance benefits, social security coverage, retirement membership or credit.

79. The Permittees acknowledge that this Permit does not confer any rights in real property to the Permittees.
80. Any use of the Premises by the Permittees that is inconsistent with the terms of this Permit shall be deemed a material breach of the Permittees' rights and obligations under this Permit and constitutes grounds for termination of this Permit.

ASSIGNMENT AND SUBLETTING

81. The Permittees shall not assign, sublease, sublicense, transfer or otherwise dispose of its management responsibilities or of any right, interest or use of the Premises covered by this Permit without the prior non-electronic written consent of the DCR.
82. The Permittees shall promptly notify the DCR of any changes in signatory authority, corporate status, or authorized Boards, officers, managers or partners. Permittees shall maintain ownership, authority and corporate status with all applicable state agencies (e.g., Massachusetts Secretary of State, MA Attorney General's Charities Division, etc.).
83. Any such disposition without the prior notice and written consent of the DCR shall constitute a material breach of this Permit which shall be cause for immediate termination of the Permit by the DCR.
84. The DCR shall not be obligated to recognize any right of any person or entity to any interest in this Permit or to any rights, equipment, structures, or property of the Permittees at the Premises. This Permit is non-assignable. There are no third-party beneficiaries to this Permit.
85. The Permittees may not enter into any agreement with any entity or person except employees of the Permittees to exercise substantial management responsibilities for operation of the Premises without the prior non-electronic written consent of the DCR Commissioner or the Commissioner's designee.

86. In the event of any unapproved or prohibited transfer or encumbrance by the Permittees, or in the event of any default of their obligations to persons or entities which are not a Party to the Permit, such person or entity shall not be deemed to have acquired operating rights, privileges, to operate at the Premises or to any real property of the DCR.

NON-DISCRIMINATION

87. The Permittees shall not discriminate against any employee who is employed at the Premises, or against any applicant for such employment pursuant to M.G.L. c. 151B, §4A. This provision shall include, but is not limited to, the following: upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
88. The Permittees shall not discriminate against any member of the public pursuant to M.G.L. c. 272, §§ 92A, 98 and 98A.
89. Permittees shall also comply with all applicable federal and state statutes and rules and regulations promulgated thereunder prohibiting discrimination in employment and public accommodation including but not limited to Title VII of the Civil Rights Acts of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and all relevant administrative orders and executive orders, including Executive Order 526, as amended or superseded.
90. In the event of noncompliance with provisions of this section, the DCR may impose such sanctions as it deems appropriate, including but not limited to immediate termination or suspension of this Permit.

TERMINATION

91. This Permit shall terminate on May 1, 2021, unless extended in accordance with all applicable laws and regulations and by agreement of the Parties prior to the termination date, unless terminated or suspended pursuant to the terms of this Permit.
92. The DCR may terminate the Permit for operational reasons, in the event of an elimination of an appropriation or availability of

sufficient funds to meet its obligations with respect to the Premises, or in the event of an unforeseen public emergency mandating immediate action.

93. Permittees expressly agree that neglect or failure to perform any of the material agreements or obligations under this Permit by either the City or SRM shall be cause for termination of the Permit in accordance with this Section. In the case of termination for a breach, the Permittees will surrender the Premises.
94. The Permittees may terminate this Agreement upon no less than six (6) months written notice to DCR. Any walk through, clean up, transfer of staff, transfer of all documents (e.g. ice time schedule, contract information, leased equipment records, system maintenance records etc.), financial reports, repairs and final payments shall be made during that period.
95. Upon termination, Permittees shall leave the Premises in broom clean condition for indoor areas and in a natural condition for outdoor areas. Broom clean shall mean no debris, oil, or other items are left behind; and aside from reasonable wear and tear, in a condition for use by DCR or any other user. Natural conditions means clean, generally swept, and free of any containers or other items left behind. Excessive damage or repair costs incurred by DCR may be charged to the Permittees. Failure to leave the Premises in a reasonably clean condition may result in collection costs, etc. The condition and any required mitigation or repairs necessary shall be determined by the Park Supervisor and DCR Engineering with Permittees prior to the final termination date.

FAILURE TO VACATE

96. If the Permittees do not have an authorized extension in writing and should the Permittees remain on the Premises, continuing to operate past the agreed upon termination date without an extension or other express written permission of DCR, Permittees shall: be charged and shall pay 100% of the agreed upon consideration as provided in the Consideration section above (Page 1), maintain insurance as required in the Insurance section above, and continue to comply with the terms of this Permit until Permittees

remove themselves and any personal property from the Premises pursuant to this section until and in accordance with a written notice from DCR. Such amount may be prorated on a daily, weekly or monthly amount. Holdover may also be defined as the failure to remove large unwanted items, fixtures, or equipment; any sub-user or other type of occupant from the Premises at the end of the term of this Permit. Permittees shall remove any sub-user or occupant, even after termination of the Permit. Permittees may be charged with any removal and restoration costs. Should there be any authorized or unauthorized sub-user (including spouse, partner, shareholder, employee, etc.) of the Premises, the Permittees shall be responsible at their sole cost and expense for removing any person or entity authorized or unauthorized by the Permittees from the Premises who may have been on the Premises prior to the termination of this Permit and continues to occupy a portion of the Premises thereafter.

WAIVER

97. No waiver of any term, condition or covenant of this Permit, by the Parties at any time, shall be deemed a waiver at any time thereafter of the same provision or of any other provision contained herein or of the strict and prompt performance thereof.

FORCE MAJEURE

98. The Parties shall not be liable to perform under this Permit when such failure is due to war, riot, insurrection or other catastrophe (excluding financial hardship) beyond the control of the Parties.

MERGER CLAUSE, ATTACHMENTS

99. Attachments to this Permit are incorporated herein by reference and become part of this Permit. Any failure to comply with the terms and conditions contained in any Attachment by any Party constitutes a breach of this Permit. The Attachments are intended to be used to clarify the terms of this Permit. In the event there is an irreconcilable conflict between the terms of this Permit and those contained in any Attachment(s), the terms contained in this Permit shall supersede.

100. The provisions of this Permit shall collectively constitute the agreement between the Parties for the use of the Premises. Any prior or contemporaneous oral or written statements that alter, contradict, or are in addition to the terms of this Permit are void and without effect.

FORUM

101. Any actions arising out of this Permit shall be governed by the laws of Massachusetts without regard to its conflict of laws principles.

SEVERABILITY

102. If any provision of this Permit, or portion of such provision, is deemed invalid or unenforceable, the remainder of this Permit shall continue in full effect.

MODIFICATIONS OR AMENDMENTS

103. Modifications or amendments to this Permit shall be in non-electronic writing and duly executed by the Parties to be effective.

NOTICE

104. For purposes of this Permit, the Parties hereto shall be deemed duly notified of any information or issues arising from the operation of the Premises under this Permit in accordance with the terms and provisions hereof only if written notices are provided in hand, by overnight courier, or first class mail, with copies by fax or e-mail, to the following persons at the indicated addresses, subject to change upon notice in writing to that effect by the Parties:

David Farrag, Manager,
Long Term Permits and Leases
Department of Conservation and Recreation
251 Causeway St., Ste. 600, Boston, MA 02114
Tel: (617) 626-1250; Fax: (617) 626-1351
E-mail: DCR.Permits@state.ma.us

PERMITTEES

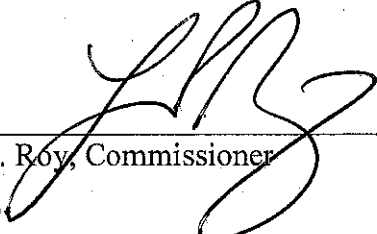
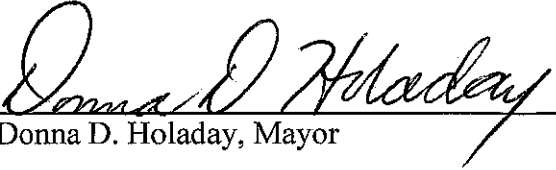
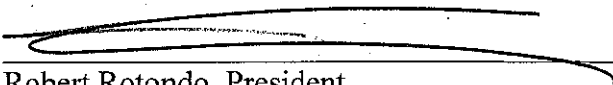
City of Newburyport
Mayor, Donna D. Holaday
City Hall 60 Pleasant Street,
Newburyport, MA 01950
Tel: (978) 465-4413

Bob Rotundo, President
Shamrocks Rink Management, Inc.
11 James St., Malden, MA 02148
Tel: 781-838-0352
E-mail: bob@ristucciaarena.com or
puckstopper2@gmail.com

DCR
Leo Roy, Commissioner
w/ copies to:
Karen Nober, General Counsel

SIGNATORIES

By signing below, the Parties acknowledge they have read the above terms and conditions and hereby agree and approve same.

<p>DEPARTMENT OF CONSERVATION AND RECREATION</p> <p></p> <p>_____ Leo P. Roy, Commissioner</p> <p>Date: <u>9/21/17</u></p>	<p>CITY OF NEWBURYPORT</p> <p></p> <p>_____ Donna D. Holaday, Mayor</p> <p>Duly Authorized</p> <p>Date: <u>8/28/2017</u></p>
	<p>SHAMROCKS RINK MANAGEMENT, INC.</p> <p></p> <p>_____ Robert Rotondo, President</p> <p>Duly Authorized</p> <p>Date: <u>8/28/2017</u></p>

EXHIBITS TO PERMIT

Exhibit A - Photos, Maps of Premises

Exhibit B - Additional Contact Sheet

Exhibit C - DCR System Contractor Maintenance Specification

Exhibit D- Insurance Certificate/Letter of Self Insured Status/Letter of Credit

Exhibit E – Required Work by Permittee

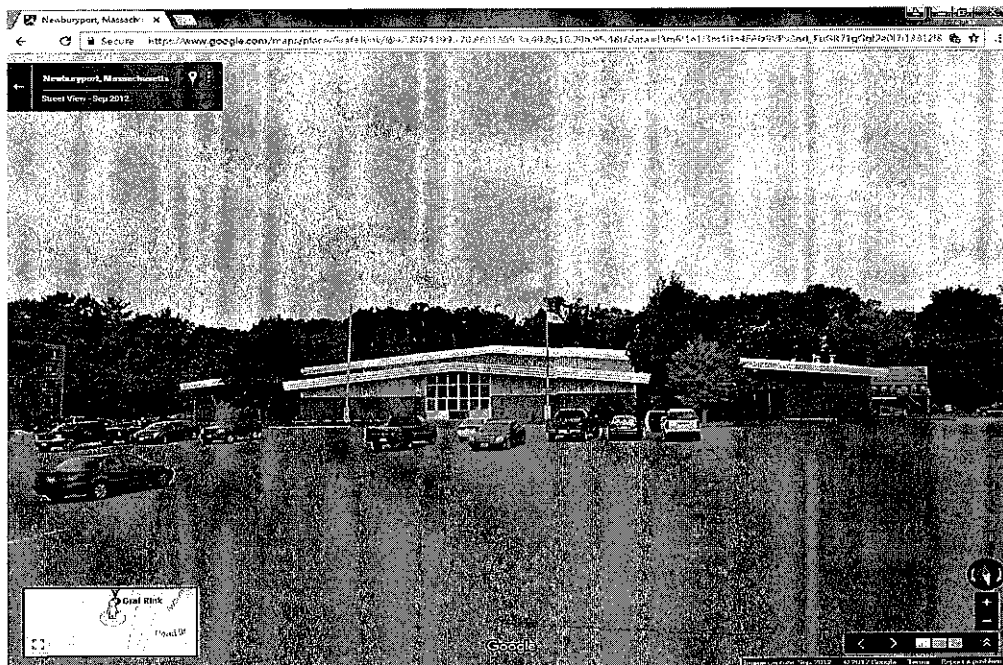
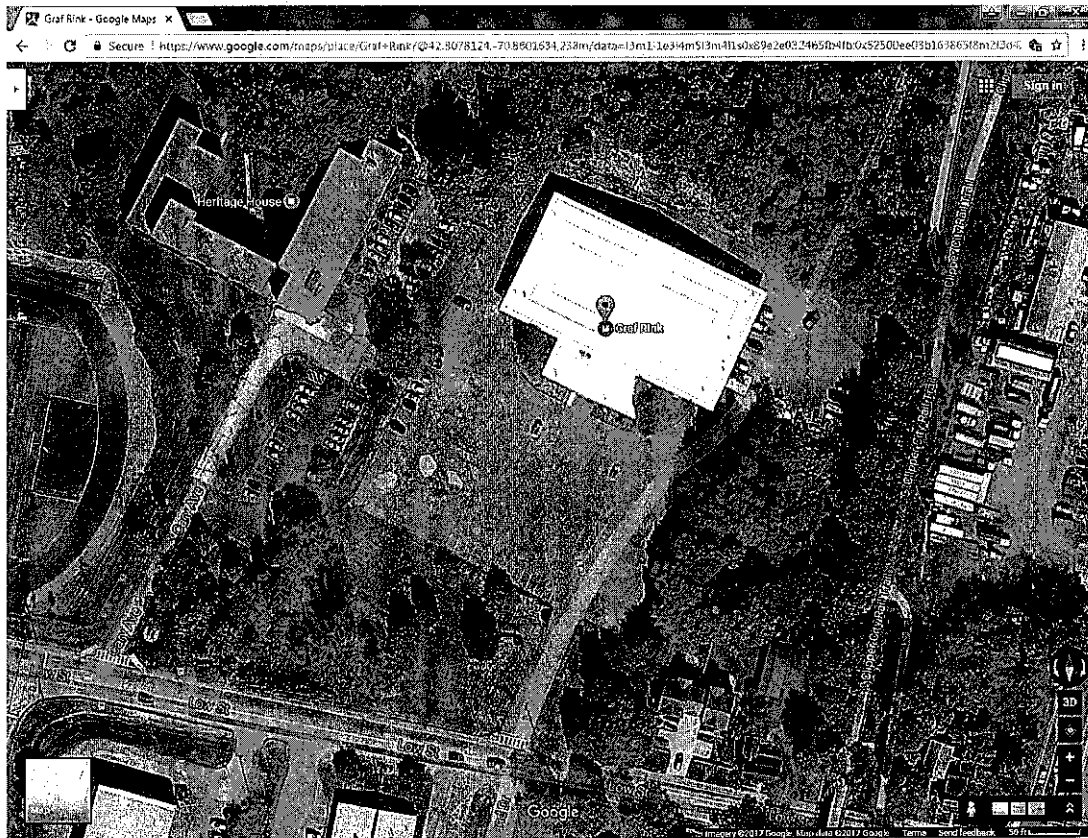
Exhibit F - Construction Work Guide

Exhibit G- Form of Reports (Monthly reporting form)

Exhibit H - Advertising /Sponsorship Agreements- if any

Exhibit I- Concession/Locker Room Agreements – if any

Exhibit A - Photos, Maps of Premises



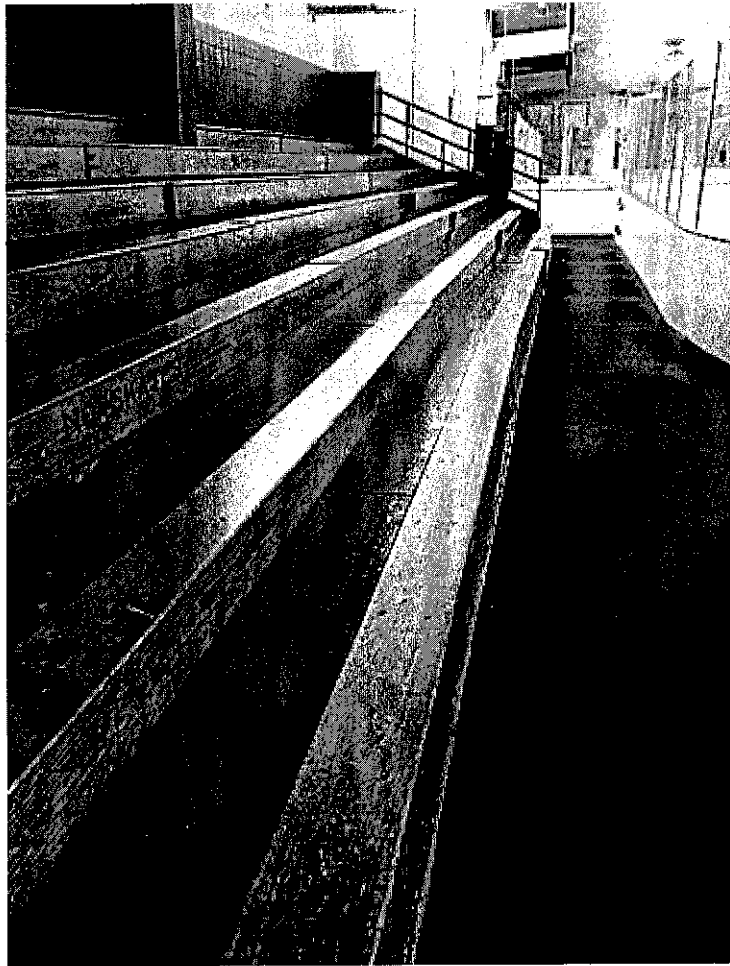


Exhibit B - Additional Contacts Sheet

DCR

NORTH REGION

MassParks

Regional Director, Tom Walsh
DCR Lowell Heritage State Park
25 Shattuck St, Lowell MA, 01852
Or 4 Woodland Road, Stoneham, MA
Tel: 617-727-1199; Cell: 617-512-7379
E-Mail: Thomas.M.Walsh@state.ma.us

ENGINEERING/ PLANNING AND RESOURCE PROTECTON

Norman Orrall, Director of Planning and Engineering
Department of Conservation and Recreation
251 Causeway St., Ste. 600, Boston, MA 02114
Tel: 617-626-1250; E-Mail: Norman.orrall@state.ma.us

Robert Lowell, Acting Chief Engineer
Department of Conservation and Recreation
251 Causeway St., Ste. 600, Boston, MA 02114
Tel: 617-626-1250; E-Mail: Robert.Lowell@state.ma.us

Raul Silva, Deputy Chief Engineer
Department of Conservation and Recreation
251 Causeway St., Ste. 600, Boston, MA 02114
Tel: 617-626-1250; ext 1392; E-Mail: raul.silva@state.ma.us

Sean Casey, Director
Construction Access and Accident Recovery
Massachusetts Department of Conservation and Recreation
251 Causeway St., Ste. 600, Boston, MA 02114
Tel: 617-626-1444; E-mail: sean.casey2@state.ma.us
Construction Access Permit Applications available at:
<http://www.mass.gov/eea/agencies/dcr/massparks/permits-rentals/dcr-permits.html#ConstructionandVehicularAccessPermits>

FINANCE

Stephen Scapicchio, Revenue Director
Department of Conservation and Recreation
251 Causeway St., Ste. 600, Boston, MA 02114
Tel: (617) 626-1322; FAX: 617-626-1351 or -1449
E-Mail: stephen.scapicchio@state.ma.us

LONG TERM PERMITS AND LEASES

Office of Long Term Permits and Leases,
Attn: David Farrag, Manager
Department of Conservation and Recreation
251 Causeway St., Ste. 600, Boston, MA 02114

Exhibit C - DCR System Contractor Maintenance Specification

RINK MECHANICAL SERVICES

The Department of Conservation and Recreation (DCR) shall provide limited maintenance services to the rink refrigeration system at PERMITTED Rinks.

The ice making equipment referred to collectively as the "refrigeration system" consists of several components: Compressors, chillers, pumps, motors, cooling tower, tanks, associated refrigeration chemical treatment systems, dehumidification equipment and cooling towers. The Permittees shall separately retain the services of a qualified mechanical service company at their expense to complete repairs and improvements to their refrigeration systems and maintain a service log.

In general, this service work consists of performing certain routine refrigeration system maintenance tasks and may include small repairs discovered while completing the maintenance service tasks, which include:

Once annually (usually at Startup)

- Pre startup (turning on heaters, starting pumps)
- Lubrication (pumps and motors)
- Exercise valves and motors
- Leak check (repair leaks, recharge)
- Clean strainers (tower, brine/glycol)
- Check strength of glycol/brine and make adjustments
- Rod out condensers
- Replace all oil filters and filter dryers
- Clean cooling tower; nozzles; tank and sump
- Rod out oil coolers (LoConte only)
- Seasonal system shut down

Three times during the operating season (September, November and January)

At those locations where there is a chemical treatment system, the chemicals shall be field tested, supplemented and/or adjusted in whatever amounts that are necessary to each system (tower water and brine/glycol). Chemicals are supplied by service technician at the time of service only.

Monthly during the operating season

The refrigeration service technician shall complete a system service check at each rink to monitor/assess system operation/performance; at that time that technician shall make minor adjustments and check equipment safety systems. Time on site for maintenance service under this contract is not expected to exceed one hour.

Exhibit D - Insurance Certificates (to be updated each year)



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
05/17/2017

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY American Ins Agency Inc 122 Quincy Shore Drive North Quincy, MA 02171 James J. Farren, CPCU, CRM		PHONE (A/C. No, Ext): 617-770-9000	COMPANY Nova Casualty Co c/o Wells Fargo Special Risk 230 Commerce Way Ste 230 Portsmouth, NH 03801	
FAX (A/C. No):	E-MAIL ADDRESS:			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: SHAMR-3				
INSURED Shamrock Rink Management, Inc. 190 Main Street Wilmington, MA 01887-2044		LOAN NUMBER	POLICY NUMBER BINDER	
		EFFECTIVE DATE 05/15/17	EXPIRATION DATE 05/15/18	CONTINUED UNTIL TERMINATED IF CHECKED <input type="checkbox"/>
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION
SEE BELOW

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Special perils including equipment breakdown 100% Coinsurance Buildings, Contents and Bus Inc. Loc 001 - 415 DOUGLAS RD., LOWELL, MA 01862 BUILDING including equipment CONTENTS	\$5,500,000	\$25,000
BUS INCOME/EX EXPENSE Loc 002 - 28 LOW ST., NEWBURYPORT, MA 01905 BUILDING including equipment CONTENTS	\$500,000 \$400,000	\$25,000 72 hrs
BUS INCOME/EX EXPENSE	\$500,000 \$400,000	\$25,000 72 hrs

REMARKS (Including Special Conditions)

Additional Interest:

Department of Conservation and Recreation
Office of Long Term Leases and Permits
251 Causeway Street, Suite 600
Boston, MA 02114

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS

Department of Conservation
(See remarks section)
251 Causeway Street, Suite 600
Boston, MA 02114

MORTGAGEE	ADDITIONAL INSURED
<input checked="" type="checkbox"/> LOSS PAYEE	<input checked="" type="checkbox"/> Owner

LOAN #

AUTHORIZED REPRESENTATIVE

James J. Farren CPCU, CRM

Exhibit E - Required Work by Permittees

<i>Repairs/Improvements</i>	<i>Time frame</i>
Repave parking lot	Expect to achieve in years

- All work will proceed pursuant to the Construction on Premises section of this Permit and after appropriate permits are in place from the State Building Inspector, DCR, and any other appropriate federal, state or local entities. See the Attached Construction Guide.
- Permittee shall furnish performance and payments bonds, builders risk and other additional insurance as required by DCR for the locker room construction or any construction involving walls, room, etc. Additional requirements may be imposed by DCAMM.
- The proposed work, materials, insurance, and permitting expenses shall be the Permittees' sole responsibility.
- As-built plans shall be furnished to DCR and DCAMM no later than sixty (60) days after completion and issuance of a certificate of occupancy.

Exhibit F - Construction Work Guide

CONSTRUCTION WORK GUIDE

(This is just a guide; other requirements may have to be met depending on several factors)

1. Contact DCR (Long Term Permits and Leases/Legal) and DCAMM (Real Estate/Legal/Office of Planning, Design and Construction) in writing at the same time. These are state buildings whether leased or permitted.
 - a. Send a letter to the Commissioner, cc: Office of Long Term Permits and Leases and DCR Planning and Engineering (Director).
 - b. Explain entire project, include any schematics, materials information, and requests for as-built plans from DCR or DCAMM records; including method of prosecuting work and/or a scope of work.

This information gets circulated to DCR Engineering, Planning and Resource Protection, and Park Operations staff to ascertain whether your project will require you to:

- a. Notify a local conservation commission (they are the local designees of the Mass Department of Environmental Protection (DEP)) if you are near a waterway, wetland, etc.
 - b. Obtaining Massachusetts Historic Commission approval (especially if any excavation is planned, whether it's a fence post or a new wall).
 - c. Obtaining Natural Heritage and Endangered Species Protection approval if you are near a forest, stream or habitat of any type (turtles, certain insects, birds, fish, etc.).
 - d. Obtain a DCR Construction Access Permit. (This can take up to 60 days so apply early.)
2. Prepare a state building permit application to the Mass Department of Public Safety, Building/Engineering Inspectors, if any structural work is needed.
 3. Prepare to obtain local wire and plumbing inspectors (local designee for state boards) approval if you are working on any electrical or plumbing systems.
 4. Consider whether your proposed construction will require you to make other changes for access for the public (i.e. ADA compliance). NB:
 - Volunteer construction will not be allowed. Prevailing wage, worker's compensation insurance, property insurance and bonds for performance and payment will usually be required when a state building is involved. Consider getting advice from contractors, architects and other professionals under contract. Consider procurement methods (for municipalities, M.G.L. c. 30B is required) carefully.
 - Consider having a written contract (not just an estimate) with anyone doing work on the building. Your contractors have to provide insurance certificates that cover risks associated with their work and carries the permittee/lessee, DCR and the Commonwealth as an additional insured for liability. Contractors should be licensed and qualified to do the work contemplated. Consider performance and payment bonds for large projects. Subcontractor liens will not be valid against the Commonwealth or DCR.
 - What's Major? It depends on what you are doing; dollar amount is not the only threshold and may include changes to team/locker rooms, indoor structures if electrical and plumbing or any wall changes are contemplated. For whatever you might consider minor work (e.g., installing shelves on certain types of walls, moving doorways, installing closets or appliances, etc.), please check with Long Term Permits and Leases staff before you build or modify anything
 - Be sure that you are in compliance with your lease or permit requirements; that is: all payments if any due are paid; all reporting is up to date; updated insurance is on file with DCR; and you have complied with any repair or capital project plans in any lease.

SOME RELEVANT MASSACHUSETTS AGENCY WEB SITES:

Massachusetts Executive Office of Public Safety

-Building Inspector/Building Code, Consumer Protection

<http://www.mass.gov/eopss/agencies/dps/>

<http://www.mass.gov/eopss/consumer-prot-and-bus-lic/license-type/buildings/building-permit-application-forms.html>

<http://www.mass.gov/eopss/agencies/dps/state-inspector-districts.html>

Massachusetts Executive Office of Energy and Environmental Affairs –

-Department of Environmental Protection (DEP), Water Resource Protection

<http://www.mass.gov/eea/waste-mgmt-recycling/water-resources/>

-Department of Conservation and Recreation (DCR) – Construction Access

<http://www.mass.gov/eea/agencies/dcr/>

<http://www.mass.gov/eea/agencies/dcr/massparks/permits-rentals/dcr-permits.html#ConstructionandVehicularAccessPermits>

Massachusetts Natural Heritage and Endangered Species Program (NHESP)

<http://www.mass.gov/eea/agencies/dfg/dfw/natural-heritage/>

Massachusetts Historical Commission – DCR has a liaison to MHC

<https://www.sec.state.ma.us/mhc/>

LOCAL APPROVALS/TRADE WORK

Wire/Electrical Approvals

-Town and City Wire departments are usually the State Board designee

Plumbing Approvals

-Town and City departments are usually the State Board designee

Wetlands Protection, Outdoor Air Quality, Waterways

-start with DCR Planning and Resource Protection/Engineering Staff and local Conservation Commission

DCR BUREAU OF PLANNING AND RESOURCE PROTECTION AND ENGINEERING DEPARTMENT

Norman Orrall, Director of Planning and Engineering
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Sean Casey, Director, Construction Access Permitting and Accident Recovery
Massachusetts Department of Conservation and Recreation
251 Causeway St., Ste. 600, Boston, MA 02114
Tel: 617-626-1444; E-mail: sean.casey@state.ma.us

Construction Access Permits available here:
<http://www.mass.gov/eea/agencies/dcr/massparks/permits-rentals/dcr-permits.html>

Exhibit G - Form of Reports/Summary Report Form

Rink Accounting Report

MA Department of
Conservation and Recreation

Form A- Attendance and Revenue

Rink:

Month:

Category	Individual Attendance		Hours		Revenue	
	month	YTD	month	YTD	Month	YTD
Rental Hours						
Discounted Rental Hours						
Donated Ice						
Public Skating						
Public Hockey*						
In-House Programs						
Special Events Admissions						
Function Room						
Third-party Concession Rent/Revenue						
Town Operated Concession						
Non-Ice Facility Use						
Other Sources:						
Advertisement (dasher boards, in-ice)						
Non-Paid Attendance						
TOTAL						

This information is true and accurate:

submitted by:

signature

Printed Name

Date

printed name and title

Expenditure Category	Month	YTD	Notes
PERSONNEL:			
Salaries			
Benefits/other Expenses			
INSURANCE			
UTILITIES:			
Water			
Electricity			
Heat (oil or gas)			
Other			
SUPPLIES			
MAINTENANCE (Routine and small projects)			
Air Testing			
Other			
CAPITAL PROJECTS			
LEASE PAYMENT TO COMMONWEALTH			
TOTAL EXPENDITURES			
TOTAL REVENUE FROM FORM A			
SURPLUS OR (DEFICIT)			

NEW CAPITAL PROJECTS (notice to DCAM and DCR no less than 45 days prior to start of project):

This information is true and accurate:

Submitted by _____
Printed Name and title _____

Date: _____

Exhibit H - Advertising /Sponsorship Agreements

Exhibit I - Concession/Locker Room Agreements