

**DEPARTMENT OF CONSERVATION AND RECREATION  
STATE TRANSPORTATION BUILDING, 10 PARK PLAZA, SUITE 6620,  
BOSTON, MA 02116-3978**



Governor      Lieutenant Governor      EOEEA Secretary      DCR Commissioner  
Maura T. Healey      Kimberly Driscoll      Rebecca L. Tepper      Nicole LaChapelle

**High Ground Permit (Draft Subject to Change by DCR)**

**PERMITTEE**

a. Official Name of Permittee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. Permittee Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c. Permittee Type:       Corporation       LLC       Sole Proprietor; Individual  
     Other: \_\_\_\_\_  
     For Profit       Non-Profit

**PREMISES:** DCR owned fire tower and equipment structure located on land in the care, custody and control of DCR located at [Identify name and address of DCR property] as shown on Exhibit A.

**TERM**

a. Start Date: \_\_\_\_\_  
b. End Date: \_\_\_\_\_

**FEE**

a. The Permittee shall pay the fee annually in advance by \_\_\_\_\_ as follows:  
(Yearly Fee Chart)

Year	Annual Amount	Year	Annual Amount

b. DCR shall endeavor to bill the Permittee by invoice for each payment and each invoice shall be paid within thirty (30) days of the invoice date. However, whether or not an invoice is issued, the Permittee is liable for the payment of the fee. The Permittee shall remit payment to:

Commonwealth of Mass – DCR  
PO Box 411108  
Boston, MA 02241-9187

c. Payments shall be clearly marked specifying the permitted activity and location and shall include the payer's full name, address, and telephone number for proper credit.

This Permit is hereby issued by the Commonwealth of Massachusetts, acting by and through its Department of Conservation and Recreation (hereinafter "DCR"), having a principal place of business at 10 Park Plaza, Suite 6620, Boston, Massachusetts 02116, to the Permittee above. DCR and the Permittee are each referred to as a Party to this Permit and are collectively referred to as the Parties to this Permit.

WHEREAS, DCR has the authority to issue a Permit pursuant to Massachusetts General Laws Chapter 92 §§ 33 and 37, Chapter 132A §§ 2D & 7, and the rules and regulations promulgated thereunder, including Titles 302 and 304 of the Code of Massachusetts Regulations and all other powers enabling, as applicable; and

WHEREAS, the Permittee desires to use the Premises to place equipment on or around the Premises as shown on Exhibit A;

NOW, THEREFORE, DCR hereby grants to the Permittee, non-exclusive use of the Premises subject to the conditions herein, for such purposes within this Permit.

## **1. USE AND CAPACITY**

a. The Permittee shall comply with the specifications and requirements set forth in this section concerning use of the Premises. The Permittee shall only use the equipment in the manner provided for herein and as listed in the following exhibits which are attached hereto and incorporated herein by reference:

- i. Exhibit A – PREMISES / ORIGINAL USE (Frequencies, Equipment Placement, Antennae Placement); and
- ii. Exhibit B – DCR MINIMAL TECHNICAL SPECIFICATIONS

b. The Permittee shall install its equipment only at the locations on the Premises as shown on Exhibit A.

c. The addition of antennae or a reconfiguration that improves the overall value of this installation for the transmission or reception of radio frequencies to the Permittee is not an Original Use. The Permittee shall not increase the strength of its radio signal(s) or install additional equipment for transmitting or receiving radio frequencies or otherwise modify the Original Use as shown on Exhibit A without the prior written approval of DCR. All modifications requiring Federal Communication Commission (hereinafter "FCC")

approval shall require the Permittee to submit a copy of any new station license(s) to DCR showing FCC authorization prior to commencing construction and/or operation. Certain additions or reconfigurations of equipment may result in increase of the Fee. If the Permittee is found to have any non-authorized equipment on the Premises, upon written notice from DCR, the Permittee shall take immediate action to discontinue the non-authorized use and remove any and all associated equipment. Failure to remove non-authorized equipment and end the use thereof shall be deemed a material breach of this Permit.

- d. The Permittee shall not make any modifications, rearrangements or additions to the Premises or its equipment at the Premises other than those expressly permitted by DCR in writing. Said approval shall not be unreasonably withheld, conditioned or delayed, provided that DCR receives all requested documents and information (e.g. final stamped plans, equipment information, etc.) and the Permittee has made all required payments under this Permit and provided evidence of insurance as required herein. Modifications to DCR property, including **[specify anticipated modifications e.g. excavation for fencing]** require a DCR Construction and Access Permit. Permittee shall notify DCR Office of Permits and Leases (“LTPL”) of its intent to obtain any grants for modifications of the equipment to be used on the Premises. All approved installations or modifications, studies (e.g. intermodulation studies, structural analysis, etc.) shall be conducted by and signed by registered and licensed professional engineers at Permittee’s sole cost and expense. All construction shall be performed in a professional manner by competent contractors. The Permittee’s contractors shall be properly insured at a minimum as specified in Section 12 herein and in any DCR Construction and Access Permit.
- e. The Permittee’s ability to use the Premises is conditioned upon the Permittee obtaining all certificates, permits, licenses and other approvals that may be required by any federal, state, and local authority prior to any installation or modification. If any such application is rejected or if any such certificate, permit, license or approval, including zoning approval, is withdrawn, expires, lapses, or is terminated by any governmental authority, and the Permittee deems the Premises inaccessible for the use provided herein, the Permittee may terminate this Permit pursuant to the “Termination” section (Section 26) herein.

## **2. PROPERTY MAINTENANCE AND ACCESS**

- a. The Permittee shall notify DCR staff listed in Section 29 of this Permit when accessing the Premises for any non-routine work (e.g. work involving large trucks, cranes, excavation of any sort, major building, tower repairs or additions, etc.) by the Permittee, its consultants or contractors at or on the Premises no less than ten (10) business days in advance. The Permittee shall comply with any other reasonable notification arrangements set by DCR staff. Neither the Permittee nor its consultants or contractors has authorization to use structures or equipment outside the Premises that may also be located on nearby DCR property.
- b. To the extent that the Permittee’s use is authorized, the Permittee may have the right to utilize any DCR rights of way, access licenses or easements to gain access to the Premises for the limited purpose of performing installation, maintenance and repairs to its authorized equipment. The Permittee may not make improvements on the land under or leading to the Premises without the prior written approval of DCR through a Construction and Access Permit, which DCR may grant or withhold at its sole discretion.

- c. DCR does not warrant or represent that access way(s) to the Premises will remain open and passable at all times and seasons of the year. Normal property maintenance by DCR will not include snow plowing or sanding of any access ways. Access in periods of inclement weather may be arranged through DCR, at the sole cost and expense of the Permittee.
- d. The Permittee shall pay an additional fee for any maintenance costs which arise solely from improvements made by the Permittee or its activities. Should the replacement of locks or fencing be necessary, the Permittee may be charged for such expense.

### **3. TECHNICAL SPECIFICATIONS**

The Permittee shall comply with the technical specifications herein, DCR's regulations, and such other rules as DCR shall reasonably impose from time to time. DCR will endeavor to notify the Permittee of any changes in applicable technical specifications.

### **4. ELECTRICAL**

- a. The Permittee shall not make any claims against DCR for loss of electrical power or other utilities regardless of the length of time of the outage. The Permittee hereby acknowledges it is beyond the authority and scope of DCR to rectify utility loss and to perform repairs to damaged power lines and utility poles. The Permittee shall not obstruct or interfere with electrical service to DCR or to any other permitted user's equipment.
- b. The Permittee shall arrange for the installation and payment of a separate electrical meter for all of its electricity consumed on the Premises and to pay all such electricity and utility bills directly to the provider. The Permittee shall provide DCR (Design and Engineering Department and Office of Long Term Permits & Leases) with a copy of any new electrical service application documents, utility company plans, and notice of the proposed installation schedule.
- c. **[Insert this language if emergency generators are allowed: Emergency generators may be installed but only if applicable local and state codes are satisfied, including but not limited to fuel type containment and noise suppression. The Permittee shall be responsible for all generator maintenance.]**

### **5. NON-EXCLUSIVE AGREEMENT**

The terms of this Permit shall not be construed as authorizing exclusive use of this State-owned property. DCR may lease, permit, rent or otherwise assign all or a portion of the remaining property at its sole discretion to other authorized permittees. However, DCR shall not allow any other or subsequently authorized permittee to interfere with the use and quiet enjoyment of the Permittee and its rights granted hereunder.

### **6. NON-INTERFERENCE**

- a. The Permittee shall not obstruct or interfere with DCR or any other permittee, including but not limited to the transmission or reception of radio signals or use of power.
- b. The Permittee shall provide DCR with an intermodulation study for all new transmitter frequencies. Said study shall also include the Permittee's frequencies and all other users' frequencies including any licensed public safety and business band frequencies broadcasted to or from the Premises.

- c. Immediately upon receiving written notice from DCR that its activities are causing any obstruction or interference, the Permittee shall take appropriate action to eliminate the obstruction or interference. If said obstruction or interference cannot be eliminated within ten (10) business days, the Permittee shall discontinue use of the equipment which is creating the obstruction or interference, except for short tests necessary to eliminate the obstruction or interference. Resolution of interference shall be reported to LTPL. DCR's frequency signals and land or tower use operations shall take precedence.

## **7. CASUALTY**

If, at any time, during the term of this Permit, the Premises is damaged or destroyed by fire or other incident of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, DCR shall not be obligated to repair or reconstruct the Premises and, at the option of DCR or the Permittee, this Permit may be terminated with thirty (30) days prior written notice to the other. Upon termination as provided within this section only, DCR shall refund to the Permittee the prorated portion of the current annual Fee upon request.

## **8. COMPLIANCE WITH LAWS**

- a. At its sole expense, the Permittee shall comply with and conform to all applicable federal, state, local and other governmental laws, rules, regulations, ordinances, orders and policies affecting the Premises and the Permittee's activities thereon and shall cause its employees, contractors and agents to do the same. The Permittee shall not do anything to cause DCR to be in violation of any applicable federal, state, local and other governmental laws, rules, regulations, orders or policies.
- b. The Permittee shall arrange for inspections by utilities engineers, building inspectors and others as may be required.
- c. The Permittee shall be solely responsible for obtaining all permits and licenses required to operate and undertake the activities authorized herein.
- d. The Permittee shall immediately provide notice to DCR staff listed in Section 29 of this Permit of any notices from any state or local agency pertaining to a violation of any applicable rule, regulation, or statute. The Permittee shall take immediate action to cure said violations. If the Permittee fails to take prompt remedial measures, DCR may suspend or terminate the Permittee's operations on all or any part of the Premises.

## **9. EMERGENCIES**

The Permittee shall make and preserve records of all accidents and/or emergencies on the Premises where law enforcement or emergency medical technicians are involved and shall promptly report such incidents to DCR staff listed in Section 29 of this Permit.

## **10. HAZARDOUS SUBSTANCES; REPORTING SYSTEM**

- a. Neither the Permittee, nor any of its agents, employees, or contractors shall use, generate, release, discharge, or dispose of hazardous materials including but not limited to oil, cleansers, pesticides, gas, or contaminated food or other items.
- b. "Hazardous materials" shall include, but not be limited to, substances defined as "hazardous materials," "oil," "hazardous substances," "hazardous waste," "toxic substances," "pollutants," or "contaminants" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601 et seq.; Hazardous Materials Transportation Act, as amended, 49 U.S.C. Sec. 1802 et seq.; and Resource Conservation and Recovery Act, 42 U.S.C. Sec 6903 et seq.; Massachusetts General Laws c. 21E, and all applicable federal and Massachusetts laws now or hereafter enacted and all other regulations and policies adopted or publications promulgated thereunder. The Permittee agrees that DCR shall not be considered or listed as a generator for any hazardous waste.
- c. Only those materials approved and registered by the U.S. Environmental Protection Agency for the specific purpose planned shall be considered for use on the Premises. Label instructions shall be strictly followed in the preparation and application of pesticides and other hazardous substances and the disposal of excess materials and containers. All uses or applications of such materials shall be duly licensed by the Commonwealth and EPA and any other applicable agency or entity.
- d. The Permittee shall immediately report any release of hazardous materials or any condition that poses a threat to human health and safety or to the environment to DCR staff listed in Section 29 of this Permit and, as required, to the appropriate authorities (i.e., Mass Department of Environmental Protection, etc.). For further information see <https://www.mass.gov/regulations/310-CMR-30000-massachusetts-hazardous-waste-regulations>, and <https://www.mass.gov/toxics-chemicals-permitting-reporting>, last accessed March 1, 2019.

## **11. INDEMINIFICATION**

- a. The Permittee shall assume all risk in connection with all activities that it engages in on the Premises, and shall be solely responsible and answerable in damages and any other equitable remedies for all accidents or injuries to all persons or property caused by the Permittee's activities. The Permittee shall at no time be considered an agent or representative of DCR or the Commonwealth. The Commonwealth shall not be liable for any costs incurred by the Permittee arising under the Permit.
- b. The Permittee shall be responsible for the protection of its own assets and property and those of DCR. The Commonwealth shall not be responsible for property of the Permittee or of the Permittee's contractors, agents, representatives, employees, guests and invitees.
- c. The Permittee shall be responsible for its actions and the actions of its contractors, agents, representatives, employees, licensees, guests, and invitees. The Permittee shall indemnify, defend, and hold harmless the Commonwealth, including DCR, its agents, officers, and employees, for any and all injuries, losses, claims, actions, damages, liabilities, costs, or expenses, including without limitation attorneys' fees and costs (collectively, "claims") to

the extent such claims arise out of any act, failure to act, or occupancy of the Premises and its appurtenances by the Permittee, its contractors, agents, representatives, employees, licensees, guests and invitees, unless said claims arise solely out of or are solely the result of the gross negligence or willful, wanton, or reckless conduct of DCR or its employees.

- d. The Permittee further expressly agrees not to make any claims against the Commonwealth or DCR for any injury, loss, or damage to persons, including bodily injury or death, or damage to property or in connection with compliance with any existing law arising out of the Permit or the occupancy or use of the Premises by Permittee, its contractors, agents, representatives, employees, licensees, guests and invitees, unless said claim solely arises out of or is the result of the willful, wanton, or reckless conduct of DCR and its employees.
- e. The indemnification obligations set forth in this Permit shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Permittee, its officers, employees, representatives, agents, contractors, subcontractors, servants, permittees, and invitees, or by any other person acting for or by permission of the Permittee. DCR shall have the right to review and approve how any claims against DCR in relation to this Permit are defended, including settlement thereof.
- f. The obligations of the Permittee under this section shall survive the revocation, expiration, or termination of this Permit with respect to claims which arose prior to such revocation, expiration or termination.

## 12. INSURANCE

- a. Permittee shall carry insurance at a minimum in the types and amounts as described in this section of the Permit at its own expense:
  - i. General Commercial/Public /Products Liability Insurance. Permittee shall carry appropriate public liability insurance as to third persons and claims based upon the services provided with limits not less than One Million Dollars (\$1,000,000.00) per occurrence and a minimum of Two Million Dollars (\$2,000,000.00) in the aggregate, or such higher amounts of liability insurance coverage as DCR shall reasonably require from time to time. DCR does not carry insurance.
  - ii. Additional insurance. Permittee should carry any additional insurance that is prudent considering the operation and obligations of Permittee (e.g. Motor Vehicle, Officers and Directors, Business Loss, Fraud, Vandalism, Comprehensive Crime, Garage Keepers, Maintenance and Cure, Flood, Wind, Hail, etc.)
  - iii. Permittee shall purchase and provide proof of additional endorsements that: 1) name the Commonwealth of Massachusetts, Department of Conservation and Recreation as an additional named insured for liability on the commercial and all risk policies; and 2) provide 30 days' written notice to DCR prior to cancellation (10 days for non-payment).
- b. Certificates of Insurance issued by an insurer or insurers qualified to do business in the Commonwealth with a current A.M. Best's rating of no less than A, Class VI or higher or an equivalent Standard & Poor's rating of AA+/- or higher shall be provided to the following DCR offices prior to the execution of this Permit:

Commonwealth of Massachusetts  
Department of Conservation and Recreation  
ATTN: Office of Long Term Permits and Leases  
Re: \_\_\_\_\_  
10 Park Plaza, Suite 6620  
Boston, MA 02116  
Tel: 617-626-1250

And electronic copy by email to:  
[dcr.permits@mass.gov](mailto:dcr.permits@mass.gov)

Certificates of Insurance must include a site reference. Failure to maintain said policies of insurance for the entire Term shall be deemed a material breach of the Permittee's duties under this Permit.

### **13. PERMITTEE IS A LICENSEE**

- a. The relationship of the Permittee to the Commonwealth of Massachusetts and DCR is that of a licensee to a licensor. Nothing herein contained shall create or be construed or implied as an agency relationship or legal partnership between the Permittee and DCR.
- b. The Permittee covenants that it will conduct itself consistent with such status, that the Permittee shall not hold itself out as nor claim to be an officer or employee of the Commonwealth or DCR and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Commonwealth including but not limited to, workers compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
- c. As a licensee, the Permittee may enter and use the Premises solely for those purposes herein contained. Any use of the Premises by the Permittee that is inconsistent with the terms herein shall be deemed a material breach of the Permittee's rights and obligations under this Permit and shall constitute grounds for termination of this Permit. The Permittee acknowledges that this Permit does not confer any rights in real property (i.e., leasehold or easement) to the Permittee.

### **14. ACCESS**

The Commonwealth, DCR and its agents, employees, contractors, and other licensees, shall have full and unrestricted access to enter the Premises at all times to review the operations, inspect equipment, and control use of the Premises and to inspect the cleanliness and general upkeep and maintenance of the buildings and grounds.

### **15. ASSIGNMENT**

The Permittee shall not assign, 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 written consent of DCR. Any such disposition without the consent of DCR is void and shall constitute a material breach of this Permit which shall be cause for termination of the Permit by DCR.

## **16. MODIFICATIONS**

The terms of this Permit may not be modified, except in writing by mutual agreement of and signed by both parties.

## **17. MERGER CLAUSE**

The provisions of this Permit and any exhibits shall collectively constitute the entire 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 or any attachment are void and without effect.

## **18. ATTACHMENTS AND EXHIBITS**

All attachments to this Permit are hereby incorporated by reference and become part of this Permit. Any failure to comply with the terms contained in any attachment by either Party constitutes a breach of this Permit. In the event there is an irreconcilable conflict between the terms of this Permit and those contained in any attachment, the terms contained in the Permit shall supersede.

## **19. WAIVER**

No waiver of any term, condition or covenant of this Permit, by either Party 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.

## **20. FORCE MAJEURE**

Neither Party shall be liable to perform its responsibilities under this Permit when such failure is due to war, riot, insurrection, and/or other catastrophe (excluding financial hardships) beyond the control of the Parties.

## **21. SEVERABILITY**

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.

## **22. NOTICE**

Any notice given pertaining to this Permit shall be sent in writing, by hand-delivery, first class mail, or by electronic mail (email transmission must include a delivery receipt) to the following representatives of the Parties unless otherwise provided herein:

If to DCR:  
Long Term Permits and Leases Director  
Department of Conservation and Recreation  
Massachusetts Transportation Building  
10 Park Plaza, Suite 6620  
Boston, MA 02116  
Tel: 617-626-1250

With a copy to:  
General Counsel  
Department of Conservation and Recreation  
Massachusetts Transportation Building

10 Park Plaza, Suite 6620  
Boston, MA 02116  
Tel: 617-626-1250

And electronic copy by email to:  
[dcr.permits@state.ma.us](mailto:dcr.permits@state.ma.us)

If to Permittee:

With a copy to:

## **23. TAXES**

The Permittee shall be responsible for prompt payment of all applicable federal, state and local taxes, personal property taxes, as levied on the operations conducted or equipment used under the exercise of this Permit. Failure to make timely payment of taxes or other amounts due for which the Permittee is responsible shall be considered a material breach of this Permit.

## **24. OWNERSHIP; CORPORATE STATUS**

The Permittee shall promptly notify LTPL of any changes in ownership or corporate status, corporate name or any significant change in its officers, managers or partners. The Permittee shall maintain its corporate status with all applicable state and local authorities and agencies. If the Permittee is acquired by a new or parent entity or is required by regulating authorities to assign this Permit, the Permittee shall request consent from DCR as soon as possible to continue this Permit.

## **25. MARKERS, MONUMENTS AND BARRIERS**

The Permittee shall take reasonable precautions to protect any public land survey monuments, public land boundary markers, and private property barriers or corners, where marked. In the event that any such markers or monuments are disturbed or destroyed, the Permittee shall give notice to LTPL immediately and take appropriate action to re-establish them in accordance with specifications of the town or county surveyor, or DCR, or any other authorized entity (e.g., Massachusetts Historical Commission).

## **26. TERMINATION**

- a. Provided that the Permittee is not in default of any obligations hereunder and has paid all fees and sums due and payable to DCR, the Permittee may terminate this Permit, without cause, upon one hundred eighty (180) calendar days' written notice to DCR.
- b. DCR may terminate this Permit, without cause, upon one hundred eight (180) calendar days' written notice to the Permittee.

- c. In the event the Permittee fails to comply with any term of this Permit, such failure shall constitute a material breach, and shall automatically suspend any further duty or performance on the part of DCR. This Permit may then be terminated by DCR upon thirty (30) calendar days' notice in writing to Permittee.
- d. The Permittee may be granted the right to cure any condition causing a material breach by commencing efforts to cure such condition within seven (7) days of receipt of notice. If the condition cannot be cured within thirty (30) days, the Permittee must provide written notice to DCR requesting additional time. The grant of additional time is within the sole discretion of the DCR Commissioner.
- e. On or before the termination date of this Permit, the Permittee shall cease all activities associated with this Permit, and shall remove all personal property, without damage to the property of the Commonwealth, DCR or other permittees. Any personal property remaining on the Premises after such period may be deemed owned by DCR unless otherwise agreed to by the Permittee and DCR in writing.

## **27. REMOVAL OF PERSONAL PROPERTY UPON EXPIRATION**

On or before the expiration date of this Permit, including any extensions thereof, the Permittee, at its sole cost and expense, shall remove all personal property, without damage to the property of the Commonwealth, DCR, or other permittees. Any personal property remaining on the Premises after the expiration date may be deemed owned by DCR unless otherwise agreed to by the Permittee and DCR in writing.

## **28. FORUM**

Any actions arising out of this Permit shall be governed by the laws and submitted to the Courts of the Commonwealth of Massachusetts without regard to conflict of laws principles. Should it become necessary to enforce the terms of this Permit in an administrative proceeding or in a court of competent jurisdiction, the Permittee shall pay all reasonable attorneys' fees of DCR.

## **29. ADDITIONAL CONTACTS**

In the case of an emergency, contact Massachusetts Emergency Management Agency (“MEMA”) at (508) 820-1428. If the emergency involves a utility (i.e. downed power lines, etc.) contact the utility immediately and then contact MEMA at (508) 820-1428.

### **DCR Bureau of Forest Fire Control Staff**

**[Insert the Forest Fire Warden for the District where the Premises are located. A list of the Forest Fire Wardens for each county is provided at <https://www.mass.gov/doc/fire-warden-list>]**

David Celino, Chief Fire Warden  
DCR Bureau of Forest Fire Control  
Department of Conservation and Recreation  
Massachusetts Transportation Building  
10 Park Plaza, Suite 6620  
Boston, MA 02116  
Tel: (617) 626-4981; Cell: (508) 326-2403  
Email: [david.celino@mass.gov](mailto:david.celino@mass.gov)

### **Office of Long Term Permits & Leases**

Office of Long Term Permits & Leases  
Department of Conservation and Recreation  
Massachusetts Transportation Building  
10 Park Plaza, Suite 6620  
Boston, MA 02116  
Philip Holbrook, Telecomm Program Coordinator  
Tel: (617) 626-1496; Fax: (617) 626-1351  
Email: [Philip.holbrook@mass.gov](mailto:Philip.holbrook@mass.gov)

### **DCR Engineering**

Sean Casey, Director  
Engineering, Construction Access, and Accident Recovery  
Department of Conservation and Recreation  
Massachusetts Transportation Building  
10 Park Plaza, Suite 6620  
Boston, MA 02116  
Tel: (617) 626-1444  
Email: [sean.casey@mass.gov](mailto:sean.casey@mass.gov)

Patrice Kish, Chief of Design and Engineering  
Department of Conservation and Recreation  
Massachusetts Transportation Building  
10 Park Plaza, Suite 6620

Boston, MA 02116  
Tel: (617) 262-1378  
Email: Patrice.kish@mass.gov

### **30. SIGNATORIES**

By signing below, the signatories each acknowledge that they have read the foregoing conditions and provisions and that each is duly authorized to sign on behalf of and bind the respective entities set forth below. This Permit may be executed in counterparts, each of which when executed by the Parties shall be deemed to be an original.

DEPARTMENT OF CONSERVATION AND RECREATION	[Name of Permittee]
Nicole LaChapelle, Commissioner	By: _____
Date: _____	Printed Name: _____
	Its: _____
	Date: _____

### **EXHIBITS**

Exhibit A – Premises / Original Uses

Exhibit B – DCR Minimal Technical Specifications

Exhibit C – Certificate of Insurance (updated yearly)