

**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF CONSERVATION AND RECREATION
REVISED REQUEST FOR PROPOSALS (RFP) NORDIC SKI
FACILITY MANAGEMENT / INSTRUCTION & EQUIPMENT SHOP
OPERATION LEO J. MARTIN GOLF COURSE, WESTON, MA RFP
DCR 2026-800**

I. Introduction and General Site Context

The Massachusetts Department of Conservation and Recreation (hereinafter “DCR”), in accordance with Mass. Gen. Laws c. 132A §§ 2D and 7, applicable DCR regulations and other enabling authority, is offering the opportunity to, and seeking proposals from, qualified individuals, corporations or other business entities, whether for-profit or non-profit (hereinafter “Proposer(s)”) to operate, manage, maintain, and commercially program a seasonal winter Nordic cross-country ski facility, including trail operations, snowmaking, grooming, instruction, rentals, retail, events, and related services at the Leo J. Martin Golf Course (LJMGC), 190 Park Road, Weston, MA 02493, subject to the division of responsibilities in this RFP and Attachment F.

DCR holds care and control over approximately 450,000 acres of state parkland. The LJMGC features an 18-hole golf facility which transforms into a seasonal winter recreation destination during cold weather months. Because this property functions under a strict dual-use mandate, the Operator must actively protect and prevent any disruption to golf-course turf, subsurface irrigation networks, fairways, drainage infrastructure, snowmaking assemblies, and ongoing off-season golf club operations.

Services that might be provided to members of the public would include rental of ski equipment and ski instruction for adults, young adults and children, individually or in groups, of all abilities and backgrounds; and may include hosting clinics and other pre-approved special events as further described in this RFP or as proposed. Examples of merchandise that could be offered for sale are items such cross-country, telemark, and alpine skis, snowboards, boots, poles, snowshoes, outdoor clothing and other related equipment and merchandise. Retail sales will be limited to the size and space available in the designated area. A catalogue or book can be used to exhibit merchandise that is not on hand or can be ordered. Examples of merchandise that could be offered for rent include skis, boots, poles and snowshoes.

The permittee is expected to maintain effective and frequent communication and cooperation between DCR staff at all levels, the public, youth and adult ski teams, and park stakeholders. The permittee must manage this concession, its staff and its dealings with the public with polite professionalism at all times.

DCR is soliciting competitive proposals pursuant to a determination that such a process best serves the interests of the Commonwealth, DCR and the general public. DCR has the right to accept or to reject any and all proposals, to withdraw or amend this RFP at any time, to initiate negotiations with one or more Proposers, to modify or amend with the consent of the Proposer

any proposal prior to acceptance, and to waive any formality, all as the DCR in its sole judgment may deem to be in its and the public's best interest. The decision of the evaluation panel and the Commissioner of DCR is final.

II. Operational Windows and Core Responsibilities

A. Seasonal Duration and Standard Operating Hours

The public ski course is generally operational from mid-December through the end of Mid-March ('ski season'), conditions permitting. To facilitate course tracking, temporary snowmaking infrastructure is installed and distributed across the golf course property (specifically between designated hole locations). The basic operating schedule format is defined below:

Days of Operation	Designated Operational Hours
Monday through Thursday	10:00 AM – 9:00 PM
Friday	10:00 AM – 8:00 PM
Saturday, Sunday, and Official Holidays	9:00 AM – 6:00 PM

Note: Daily operational hours may be modified temporarily with DCR's approval to accommodate pre-scheduled high school race competitions, local ski team sessions, or emergency trail grooming windows.

B. Core Scope of Operator Responsibilities

The Operator shall provide organized, accountable, efficient, safe, clean, and professionally staffed winter recreation operations, assuming ordinary seasonal operating risk and the direct labor and operating costs assigned to the Permittee by this RFP and Attachment F. Core duties include:

- Overall Management: Maintain a qualified Nordic Manager on duty during all Ski Track operating hours; direct Permittee operating staff; manage customer service and daily operations; and maintain a designated liaison for coordination with DCR. DCR personnel are for agency oversight and coordination and are not a substitute for Permittee operating staff.
- Snowmaking Network Execution: Perform primary day-to-day snowmaking operations, including staffing, production, setup, monitoring, winterization, and takedown of the seasonal system, in accordance with DCR-approved dates and procedures. DCR retains ownership and agency oversight, approves system modifications and major purchases, and pays utilities associated with snowmaking. With regard to hydrants, pipelines, valves, pumphouse and

snow guns, Permittee will be responsible for all routine maintenance and repairs, including all ordinary repair and maintenance labor throughout the season. Permittee Responsible for materials, parts, equipment, and specialist/qualified third-party repair costs up to a cumulative \$20,000 per season. Permittee remains responsible for all ordinary labor even after the threshold is exceeded. DCR Responsible for materials, parts, equipment, and specialist/qualified third-party repair costs exceeding the cumulative \$20,000 seasonal threshold and for capital replacement, subject to funding availability.

- Grooming Standards: Provide primary trail grooming operations using trained operators, including natural-snow and race-course grooming, snow conservation, and maintenance of classic and skate-skiing surfaces. DCR staff may assist when available, but the Permittee shall not depend on DCR staff availability for grooming.
- Trail Grooming Equipment: Operate assigned grooming equipment. The Permittee shall supply and maintain the snowmobile(s) it uses for trail grooming. DCR shall be responsible for fuel costs for trail grooming equipment and for maintenance and repairs to trail grooming equipment other than the Permittee-supplied snowmobile, consistent with Attachment F. Other Permittee-owned operating equipment remains the Permittee's responsibility unless expressly identified otherwise.
- Commercial Services: Operate and staff rentals, ski school and lessons, membership/pass programs, pro-shop retail, and approved sponsorships and other commercial services; install and operate an auditable point-of-sale system; provide customer service; and retain the revenue assigned to the Permittee under this RFP and Attachment F. The Permittee shall not depend on DCR staff for point-of-sale assistance.
- Team & Race Coordination: Design, groom, and mark race courses; schedule and coordinate groups, ski teams, clinics, adaptive programs, races, and other approved events; and provide operational support. DCR retains event approval/permitting authority and coordinates DCR resources and event coverage.
- Condition Reporting: Publish accurate daily trail conditions, operating status, trail configuration, weather-related closures or alerts, program schedules, and rates in accordance with DCR requirements and agreed reporting deadlines.
- Sanitation & Site Services: Provide daily indoor trash handling, facility cleanliness and bathroom cleaning, housekeeping, and appropriate recycling separation. The Permittee is responsible for telecommunications costs. DCR retains property ownership and responsibility for utilities, including electricity, water, sewer, heat, snowmaking water, lot snowplowing, and external trash removal, as set out in Attachment F.
- Safety and Incident Response: Establish a formal accident and incident reporting system, maintain employee training records, coordinate the operational response, and promptly contact DCR Rangers, State Police, Weston Rescue, and other appropriate responders. DCR Rangers and Commonwealth public-safety functions remain DCR responsibilities.

III. Division of Responsibility and Fiscal Parameters

A. DCR Retained Authorities

- DCR retains ownership, public policy control, and regulatory oversight of the land, facilities, and permanent physical assets. DCR personnel provide agency oversight and coordination and are not included in Permittee staffing unless expressly stated in writing.
- DCR retains responsibility for capital replacement of permanent infrastructure subject to funding availability. DCR also retains the responsibilities expressly assigned to DCR in Attachment F, including utilities, specified repairs and maintenance above the stated thresholds, , major purchases and system modifications, and capital improvements.
- DCR may provide routine Ranger and Commonwealth public-safety functions and may coordinate DCR resources for events. The Permittee remains responsible for operational staffing and emergency coordination. Event-specific or specialized services shall be treated as provided by the responsible party under Attachment F or otherwise approved by DCR in writing.

B. Financial, Revenue, and Retained-Cost Framework

Base Proposal / Retained Costs: The Base Proposal shall not require Commonwealth operating payments for ordinary Permittee labor, staffing, attendance, or commercial risk. This provision does not transfer to the Permittee the costs and owner obligations expressly retained by DCR in Attachment F, including utilities, snowmaking water, lot snowplowing, external trash removal, specified repairs and maintenance, and other DCR responsibilities. Any requested deviation must be separately identified in the Proposal and accepted by DCR in writing.

- **Operator Expenses:** Except for costs expressly retained by DCR in Attachment F or otherwise accepted in writing, the Permittee shall bear ordinary labor, overtime, payment processing, travel, staffing, and operating expenses and shall not request additional Commonwealth compensation for ordinary seasonal operating risk. DCR-retained utilities, specified repair/maintenance obligations, and other owner obligations remain DCR responsibilities and are not converted to Permittee costs by this clause.
- **Compensation to DCR:** The Proposal shall clearly state the compensation offered to DCR for each season and may consist of a Guaranteed Annual Payment, Percentage Rent on Gross Revenue, or both, together with any other consideration accepted by DCR. Reimbursement of DCR Retained Costs, including utilities or other owner obligations, shall be identified separately from compensation to DCR and shall not be treated as revenue share.
- **Revenue Streams:** Operator compensation shall consist strictly of approved customer revenues derived from lesson fees, equipment rentals, pro-shop retail, and approved concession variables. All fees charged are subject to DCR Rate Chart in Attachment E.
- **Admissions / Trail Access:** The Permittee shall collect and account for all admissions and trail-access revenue for the Ski Track through an auditable point-of-sale or equivalent system and shall retain such revenue except as otherwise provided in the accepted

compensation structure. Any state-required fee schedule or rate limitation remains applicable, including Attachment E and any DCR-approved updates. The Permittee shall not rely on DCR staff for point-of-sale operations.

- **Vending Networks:** Vending machines or automated convenience appliances are strictly prohibited on the property unless approved by the DCR Commissioner via a formal written agreement. A proposal for vending machines may be made in proposal and accepted by DCR.

IV. Insurance Framework and Indemnification

A. Mandatory Insurance Coverage Levels

The Permittee shall purchase and maintain, from companies authorized to issue coverage within the Commonwealth holding an A.M. Best rating of 'A' or better with a financial scale of IX or higher, the following policy guidelines:

Policy Classification	Minimum Financial Limits	Mandatory Policy Conditions
Commercial General Liability (CGL)	\$1,000,000.00 Each Occurrence \$2,000,000.00 General Aggregate	Must be written on a primary, non-contributory basis. Deletes 50-ft railroad restrictions. Includes contractual liability and completed operations (CG 20 10 & CG 20 37). Requires Waiver of Subrogation (CG 24 04).
Automobile Liability	\$1,000,000.00 Combined Single Limit	Covers all owned, non-owned, leased, or hired vehicles and transport trailers. Names DCR as Additional Insured with a full Waiver of Subrogation.
Worker's Compensation & Employer's Liability	Statutory Levels (M.G.L. c.149 & c.152) \$500,000.00 Individual / Disease / Agg.	Includes a comprehensive Waiver of Subrogation endorsement favoring the Commonwealth and DCR.

Property Coverage Note: The Operator must provide primary property damage insurance covering physical infrastructure, fire, and vandalism for the permanent DCR clubhouse/Premises in a minimum amount of \$500,000.00, alongside a separate \$50,000.00 rider protecting its own on-site operational inventory.

B. Strict Indemnification Obligations

The Permittee shall assume the risks associated with its activities on the Premises and shall defend, indemnify, and hold harmless the Commonwealth, including DCR and its officers and employees, from claims to the extent arising out of the acts, omissions, operations, or occupancy of the Permittee and its contractors, agents, employees, invitees, or licensees, except to the extent a claim results solely from gross negligence or willful, wanton, or reckless conduct of DCR or its employees, subject to applicable law. This obligation shall survive expiration or termination to the extent provided by law and the Permit.

V. Evaluation Protocol and Agency Renewal Standards

A. Mandatory Submission Elements

Proposers must submit a complete proposal electronically in PDF format containing sufficient detail for DCR to evaluate responsiveness, qualifications, operating capability, public benefit, financial capacity, retained-cost treatment, and compensation to the Commonwealth. Missing mandatory information may result in rejection or disqualification:

- Signed Certificate of Compliance with state tax laws and unemployment contribution regulations (Attachment B).
- A valid Certificate of Good Standing from the Massachusetts Department of Revenue.
- Valid documentation from a licensed broker certifying underwriting capability matching all insurance ceilings.
- Proof of mandatory attendance and signature recorded on the official Pre-Proposal Site Visit log.
- A formalized customer Rate Sheet specifying public charges for lesson tracking, equipment use, and service fees.
- A full description of background screening protocols, including formal Criminal Offender Record Information (CORI) and Sex Offender Registry Information (SORI) compliance verification.
- Disclose litigation, administrative proceedings, material disputes, and outstanding liabilities to the Commonwealth relating to the Proposer's business or comparable operations during the previous five years, with resolution and payment information.
- Describe the Proposer's accounting support and auditable point-of-sale / financial reporting system, including segregation of admissions/trail-access revenue, rental, lesson, retail, and other revenues.
- Demonstrate the ability to obtain, operate, service, and replace the equipment required for assigned snowmaking, grooming, rentals, safety, communications, and maintenance responsibilities, including the Permittee-supplied snowmobile.
- Provide anticipated job descriptions and staffing levels, including peak-period staffing and on-site management coverage, and describe how the Permittee will maintain a Nordic Manager on duty throughout all Ski Track operating hours.

- Provide an organizational chart showing the chain of command for management and on-site operations, including the Nordic Manager and responsibility for snowmaking, grooming, rentals/instruction/retail, events, safety, and administrative functions.

B. Description of Entity and Related Experience

- Proposer must list and describe in detail the experience of its principals, managers, and proposed Nordic Manager in:
 - a. providing ski instruction including ski lessons and clinics,
 - b. safety patrols,
 - c. any course/trail knowledge,
 - d. retail/rental experience, including handling large groups, volume;
 - e. marketing such services.
- All proposals must demonstrate that qualified ski instructors will be regularly available for lessons and clinics to members of the public using the facility.
- A list of proposed instructors, rental/retail staff, snowmaking and grooming staff, the Nordic Manager, and other operational personnel, including areas of expertise, certifications, expected staffing levels, and peak-period coverage.
- A list of the names and addresses of all principals or partners who have more than a one percent (1%) financial interest in any business entity.
- A description and history of the related experience of the entity and of the principal parties, including:
 - a. Resumes or CV's or other professional information of the principals and site managers; and
 - b. If applicable, company information such as a Dun and Bradstreet report or a list of credit references-from employers, vendors, bankers, and other businesses, or for individuals, a recent (w/in the last 2 years) credit history.

C. Description of Services to be Provided

- A written description of all services and programs to be offered, including admissions/trail access, rentals, lessons, memberships/passes, school and team relationships, races, events, adaptive programming, retail, sponsorships, and other approved commercial activities, together with price lists and a general list of equipment and merchandise to be carried.
- A written description of the overall operating vision and how the Proposal will enhance visitor experience while minimizing conflicts with golf operations and other authorized uses. Include any proposed plans, drawings, or renderings for the Premises and customer-service areas.
- A description of the sales and service plan, including use of the Premises, customer flow, equipment layout, staffing by location, point-of-sale controls, and the on-site presence of the Nordic Manager during all Ski Track operating hours.

- All proposals must reflect and illustrate that the ski instructors will be regularly available to the public using the courses. All proposals must contain an explanation as to the low or no-cost clinics and lessons the Proposer intends to offer to children, the disabled, veterans, and elders. DCR is committed to providing low cost ski instruction for the youth of the Commonwealth and proposals will be evaluated with this mission in mind.
- An operating schedule, including days, hours, operating season, weather-related closure policies, staffing coverage, and confirmation that the Nordic Manager will be on duty during all Ski Track operating hours unless DCR approves a temporary exception in writing.
- A detailed, comprehensive and auditable cash management plan for services and merchandise offered.
- Proposer's storage plans for during the season and off season.
- Proposer's plans for marketing, signage, coupons, and discounts, if any.
- Describe environmental and site-protection practices, including protection of golf-course turf, irrigation, drainage, landscaping, permanent infrastructure, temporary snowmaking infrastructure, and other Commonwealth assets. Any physical change or snowmaking system modification shall require applicable DCR approval before work begins.
- Describe how the Proposal will manage weather, snow conditions, attendance, labor availability, equipment performance, and other operating variability without requesting additional Commonwealth compensation for ordinary seasonal fluctuations.
- Describe public-benefit measures, including affordability, school and youth programming, adaptive access, clinics, community partnerships, and reasonable measures to promote access for a broad range of users.

D. Financial and Budget Information

- A proposed operating budget identifying revenues and all Permittee costs and assumptions, including salaries, labor, equipment, snowmaking, grooming, insurance, maintenance, marketing, payment processing, telecommunications, cleaning, rentals, retail inventory, and other expenses, together with identification of DCR Retained Costs under Attachment F.
- Projected profit and loss statements and supporting financial model for the potential three-season term, including assumptions for attendance, pricing, operating days, snowmaking, grooming, rentals, instruction, events, memberships, and other revenue streams;
- Written documentation evidencing positive and timely payment history from material contractual relationships for the previous two calendar years, where available.

E. Compensation to the Commonwealth

The Proposal must clearly state the compensation offered to DCR for each winter season. Proposers may offer a Guaranteed Annual Payment, Percentage Rent on Gross Revenue, or both, together with other consideration accepted by DCR. Any reimbursement of DCR

Retained Costs shall be separately identified and shall not be treated as compensation to DCR. The final executed Permit shall establish the payment timing and method.

VI. Point-Weight Evaluation Metrics & Performance Renewals

The contract will be awarded to the responsive and responsible Proposer whose Proposal is determined to be most advantageous to the Commonwealth and public interest, considering operating quality, relevant experience, public benefit, financial feasibility, technical capability, understanding of the responsibility matrix, and compensation to DCR. DCR may negotiate with one or more Proposers before award.

Evaluation Category	Weight Range	Core Focus Areas & Performance Expectations
Description of Entity & Experience	0 – 25 Points	Evaluates institutional skill sets, history in winter sports management, staff certifications (PSIA/AASI), and turf protection competence.
Description of Services & Vision	0 – 30 Points	Assesses grooming configurations, cash system flow, safety training, marketing accuracy, and low-cost school/youth public programming commitments.
Financial, Rate, & Budget Structure	0 – 25 Points	Reviews itemized operational budgets, point-of-sale auditable security, working capital health, and negative credit registry history check lists.
Compensation to the Commonwealth	0 – 20 Points	Measures guaranteed baseline capital payments, revenue share percentages, and total avoided costs for the state.
Interviews & Liaison Continuity	Qualitative	Evaluates clear communication loops, timeliness of response to agency requests, and the designation of a key single individual to serve as a DCR liaison.

Minimum Performance Pass Threshold: To qualify for initial contract consideration, subsequent seasonal extensions, or annual renewals, the selected Operator must score a minimum baseline of no less than sixty (60) total cumulative points out of the one hundred (100) available points under the DCR evaluation model.

VII. PROPOSAL PROCESS

A. Mandatory Site Visit

All Proposers are required to attend a mandatory pre-proposal site inspection and review the Premises, including trails, access and parking, storage, customer-service areas, utilities, snowmaking components, grooming equipment, the golf-course interface, and other conditions that may affect performance of the responsibilities assigned in this RFP.

- **Date:** September 21, 2026 at 10:00 AM EDT.
- **Location:** Leo J. Martin, Golf Course, Weston, MA.
- **Sign-Off:** Attendees must secure a signature on **Attachment D** during this meeting to qualify their final bid submission. For other arrangements e-mail: dcr.permits@mass.gov.
- **Conflicts of Interest:** Proposers shall disclose relevant DCR contracts, assignments, or relationships and identify any actual or potential conflict of interest and proposed mitigation. Proposers remain responsible for compliance with applicable conflict-of-interest laws.
- **Public Records and Confidentiality:** Proposal submissions may constitute public records and may be subject to disclosure under Massachusetts law. Proposers should clearly identify information they believe is exempt from disclosure and explain the basis for the claimed exemption.

RFP Schedule

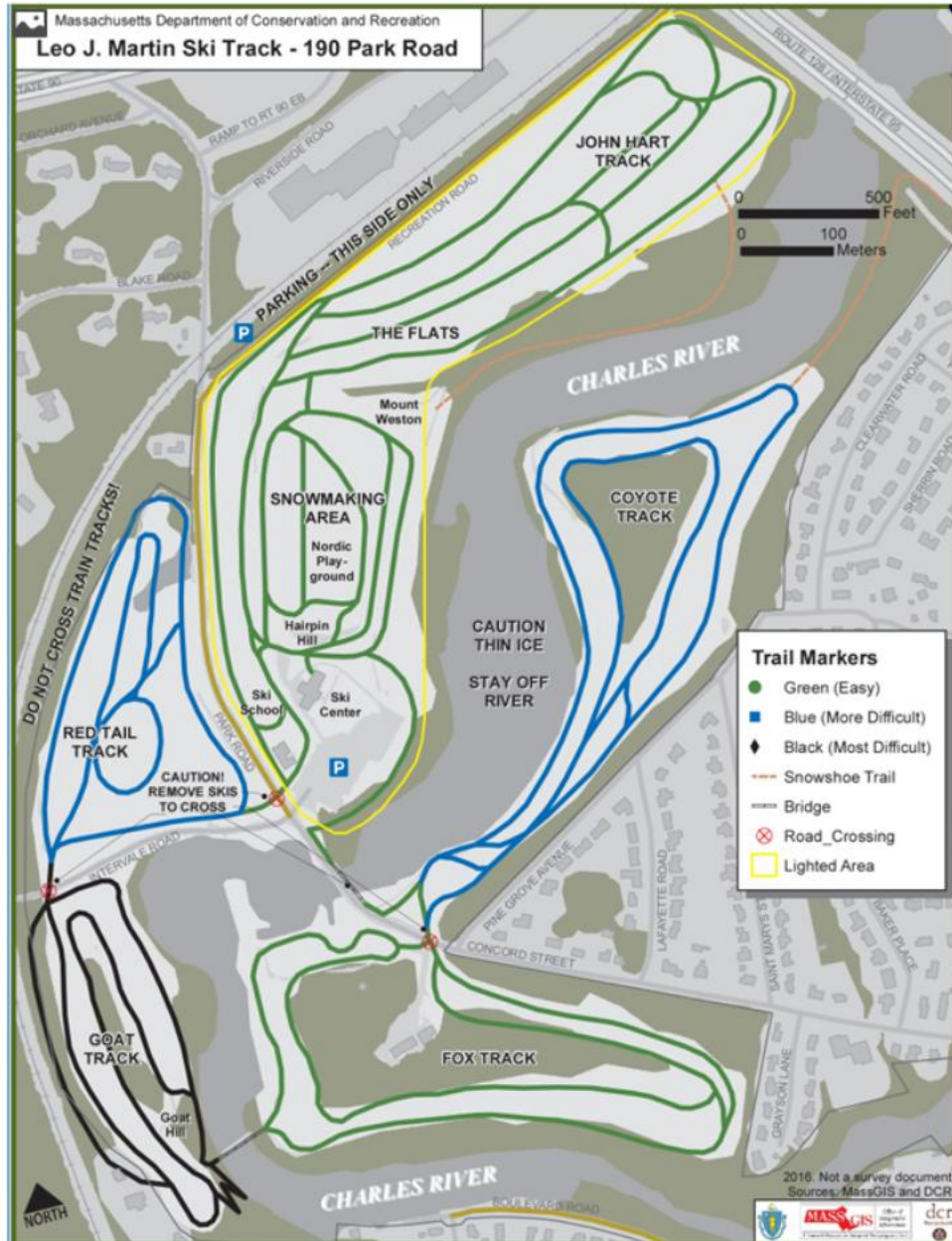
- **RFP Issuance Date:** September 11, 2026.
- **Inquiries Deadline:** September 22, 2026, at 4:00 PM EDT via dcr.permits@mass.gov.
- **DCR Official Response:** September 29, 2026.
- **Submission Deadline:** October 15, 2026, at 4:00 PM EDT. All submissions must be made to dcr.permits@mass.gov.

B. Submission Checklist

Proposers must confirm that their submittal package includes all required elements. Incomplete packages may be rejected or disqualified in accordance with this RFP and applicable law.

- Technical Proposal Bundle: Completed package sent to dcr.permits@mass.gov.
- Attachment A: Weston Ski Track Map
- Attachment B: Executed Certificate of Tax Compliance [Commonwealth of Massachusetts].
- Attachment C: Completed Massachusetts State Form W-9.
- Attachment D: Proposal Submission Form including the certified Site Visit Sign-Off.
- Attachment E: DCR regulations on ticket sale
- Attachment F: DCR Responsibility Matrix
- Attachment G: Draft DCR Permit Agreement conditions.
- Attachment H: Financials for of Weston Ski Track Information

Attachment A – Weston Ski Track Map



Picture: Weston Ski Track Map

Attachment B - Certificate of Tax Compliance

CERTIFICATE OF COMPLIANCE WITH STATE TAX LAWS AND WITH UNEMPLOYMENT COMPENSATION CONTRIBUTION REQUIREMENTS

Pursuant to Mass. Gen. Laws c. 62C, §49A and c. 151A §19A, I,

_____, authorized signatory for

_____ whose principal place of business is at

_____ do hereby certify, under penalties of perjury, that the aforementioned business organization has filed all state tax returns and paid all taxes as required by law and has complied with all state laws pertaining to contributions to the unemployment compensation fund and to payments in lieu of contributions.

The Business Organization Social Security Number or Federal Identification Number is:

_____.

Signed under the penalties of perjury this _____ day of _____ 2026.

Signature: _____

Name and Title: _____

Attachment C – W9

See Attached PDF

Attachment D - Proposal Submission Form and Site Visit Sign Off

COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF CONSERVATION AND RECREATION

Office of Long-Term Permits & Leases, ATTN: Manager, 10 Park Plaza, Suite 6620, Boston, MA
02116

RE: DCR RFP 2026-800 — Leo J. Martin Golf Course Nordic Ski Operations

I, _____ (Proposer) acknowledge receipt of the DCR's Request for Proposals for the management of Nordic style ski instruction and pro-shop commercial

concession operations at the Leo J. Martin Golf Course, and submit the following baseline financial proposal in response thereto:

A. Proposed Financial Compensation Matrix - Guaranteed Annual Payment and/or Percentage Rent

Operating Year / Winter Season	Proposed Guaranteed Seasonal Compensation to DCR (\$)
Winter Season 2027	
Winter Season 2028 (DCR Option Year Extension)	
Winter Season 2029 (DCR Option Year Extension)	

Percentage Rent on Gross Revenue, if proposed: Winter Season 2027 _____%; Winter Season 2028 _____%; Winter Season 2029 _____%. Describe the Gross Revenue definition, exclusions, minimums, caps, escalation, and calculation methodology in the Proposal.

Are there any additional operating commitments, DCR Retained Costs, capital improvements, public-service expansions, or other material considerations proposed during the permit term? If yes, attach a detailed schedule identifying the proposed cost, responsible party, timing, and whether the item is required for Proposal feasibility.

The Proposer acknowledges that it has thoroughly read, understood, and explicitly agrees to be legally bound by all terms, criteria, timelines, and operational conditions set forth in this RFP and any subsequent clarifying addenda issued under it.

Name of Business: _____

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

B. Mandatory Site Visit Verification Sign-Off

A formal physical site visit prior to proposal submission is mandatory. Proposers are required to obtain an authorized signature from DCR field staff below to verify comprehensive inspection of asset conditions.

I, _____, Proposer, verified complete
inspective attendance of the LJMGC Premises on this _____ day of
_____ 2026.

Verified by DCR Representative:

Name: _____ Signature: _____
Date: _____

Attachment E – DCR Official Rate Chart

Under **801 CMR 4.02 [302]** for the [Department of Conservation and Recreation \(DCR\)](#), the official rate chart and the accompanying explanatory footnotes establish the specific fee structure for cross-country skiing at managed facilities. [1]

DCR Cross-Country Skiing Fee Chart

The official rate breakdown outlines charges for both daily and evening trail passes: [1]

Pass Type	Category	Fee
(a) Daily Trail Pass	1. Adult (Age 17 and older)	\$13
	2. Senior (Age 62 and older)	\$11
	3. Youth (Age 6 through 16)	\$8
(b) Evening Trail Pass <i>(After 7 PM weekdays; after 3 PM weekends/holidays)</i>	1. Adult (Age 17 and older)	\$11
	2. Senior (Age 62 and older)	\$9
	3. Youth (Age 6 through 16)	\$6

The Footnote on the Regulation

The mandatory legal footnotes preceding subsection (11) dictate exactly how these fees must be executed and who qualifies for them: [\[1\]](#)

- **Per Person Metric:** All rates are calculated per individual unless explicitly noted otherwise.
- **Residency Restrictions:** Season tickets are strictly limited and **available to Massachusetts residents only**.
- **Age Qualifications:** "Junior" rates are legally restricted to individuals **16 years of age or younger**, while "Senior Citizen" rates explicitly apply only to individuals **62 years of age or older**.
- **Group Status:** Any group gathering exceeding **40 individuals** is legally classified as a "tournament" and subject to separate registration rules.

Attachment F – DCR Responsibility Matrix (Expanded Responsibilities)

Responsibility Allocation - the Permittee and DCR shall perform the functions assigned below. Where a cost, approval, or owner obligation is expressly assigned to DCR, the Permittee shall not be required to absorb that cost unless the parties later agree in writing.

Operating function	Permittee	DCR
Snowmaking	Primary day-to-day snowmaking operations; staffing; production; setup and takedown.	Owner / agency oversight; approve system modifications and major purchases. DCR pays snowmaking utilities.
Trail grooming	Primary grooming operations with trained operators, including natural-snow and race-course grooming. Permittee shall not depend on DCR staff availability.	DCR staff may assist when available; agency coordination.
Hydrants / pipeline / valves / snow guns /pumphouse	Responsible for all routine maintenance and repairs, including all ordinary repair and maintenance labor	Owns infrastructure and retains approval/oversight. Responsible for materials, parts, equipment, and

	throughout the season. Responsible for materials, parts, equipment, and specialist/qualified third-party repair costs up to a cumulative \$20,000 per season.	specialist/qualified third-party repair costs exceeding the cumulative \$20,000 seasonal threshold. Permittee remains responsible for all ordinary labor even after the threshold is exceeded.
		DCR owns facility/infrastructure and approves significant work. DCR responsible for capital replacement subject to funding availability.
Trail grooming equipment	Operate equipment. Permittee supplies and maintains snowmobile(s) used for grooming.	DCR responsible for fuel costs and for maintenance and repairs to trail grooming equipment other than the Permittee-supplied snowmobile.
Nordic manager / daily operations	Nordic Manager on duty during all Ski Track operating hours; direct Permittee operating staff.	Agency liaison / DCR staff for oversight and coordination only, not Permittee operations.
Trails / race courses / events	Design, groom, and mark race courses; schedule groups/events; provide operational support.	Agency approval / permitting; coordinate DCR resources and event coverage.
Incident / emergency response	Coordinate operational response; contact DCR Rangers, State Police, Weston Rescue, and other responders as appropriate.	DCR Rangers and Commonwealth public-safety functions.
Admissions / trail access	Collect and retain all admissions / trail-access revenue through an auditable system, subject to applicable DCR rates and the accepted compensation structure.	Oversight of use of public property and applicable rate requirements.
Rentals / instruction / retail	Operate rentals, ski school, lessons, retail, and related services; retain assigned revenue; install POS system;	Oversight of use of public property; Universal Access coordination.

	provide staffing and customer service. Permittee shall not depend on DCR staff for point-of-sale assistance.	
Utilities / site services	Responsible for telecommunications cost; responsible for indoor trash handling, facility cleanliness, and bathrooms.	DCR retains property ownership and responsibility for utilities, including electricity, water, sewer, heat, snowmaking water, lot snowplowing, and external trash removal.
Capital improvements / owner obligations	May recommend equipment and system improvements; shall not modify permanent infrastructure without DCR approval.	Owner of permanent improvements and DCR infrastructure. DCR will replace / renew capital assets subject to funding availability and applicable approvals.

The responsibility matrix is incorporated into this RFP and is intended to control over any inconsistent general statement elsewhere in the RFP, unless expressly modified by written addendum or the final Permit.

Attachment G: Draft Permit

**(SUBJECT TO CHANGE BY DCR-DRAFT ONLY FOR
INFORMATIONAL PURPOSES FOR THE RFP DETAILED
RESPONSIBILITIES FROM THE RFP TO BE ADDED)
Cross Country Ski Activity Concession Permit**

PERMITTEE

- a. Official Name of Permittee: _____
- b. Permittee Address: _____
- c. Permittee Type: Corporation LLC Sole Proprietor; Individual
Other: _____
For Profit Non-Profit
- d. Facility Name: Leo J. Martin Memorial Golf Course
- e. Facility Address: 190 Park Road, Weston, MA

TERM

- a. Start Date: _____
- b. End Date: _____
- c. Renewable at the discretion of the Commissioner of DCR for up to two one-year extensions, subject to Permittee's compliance with the terms of this Agreement. Renewals should be requested at least three (3) months prior to the expiration of this Permit in writing.

FEE

- a. Permittee shall pay _____ each season by March 1st.
- b. Permittee's season passes shall only include lessons and equipment rental and service fees. DCR shall charge the entrance fee to the park via its system.
- c. Permittee at the end of the season shall provide a financial report of total ski instructions and rentals. Report shall be forwarded to DCR Office of Long-Term Permits and Leases.
- d. Large group events, tournaments, and club uses shall be arranged through DCR's Special Event Permit Office.
- e. 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.**

Payments shall be sent directly to the address on the invoice or, if no invoice is received, to:

Commonwealth of MA/DCR
Department of Conservation and Recreation
RE: Operation
PO Box 411108
Boston, MA 02241-9187

Please direct any questions or concerns regarding payment to Revenue Director: Office: 617-626-1250; E-Mail: dcrrvenue@mass.gov.

Any nonpayment shall be a material breach and cause for termination of this Permit, pursuit of remedies by the Commonwealth of Massachusetts and DCR consistent with the Termination provisions herein.

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 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, 304 and 350 of the Code of Massachusetts Regulations and all other powers enabling, as applicable; and

WHEREAS the Leo J. Martin Memorial Golf Course Facility listed above and as described in Exhibit A, attached hereto and incorporated by reference (hereinafter the “Premises”), is in the care, custody and control of the Commonwealth of Massachusetts, Department of Conservation and Recreation, and

WHEREAS the Permittee desires to use the Premises to operate and manage a cross country ski activity concession as described in this Permit, and

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

1. OPERATING SEASON

The Permittee shall operate the Premises as follows:

- a. The Operating Season for the Premises shall be from the Monday before Thanksgiving through March 15 (weather permitting). The operating hours of the ski track shall be 10:00 AM – 9:00 PM Monday through Thursday; 10:00 AM – 8:00 PM on Friday; and 9:00 AM to 6:00 PM Saturday, Sunday and holidays. Hours are subject to change due to special events, weather, and ski trail conditions.
- b. Concession hours shall match the Operating Schedule.
- c. Upon written request, DCR may entertain proposals from the Permittee for extending or shortening the day or season schedules. DCR shall grant such permission if it is in the public’s best interest to allow such extension or shortening.
- d. During periods of closing due to inclement weather or any other cause not within the control of DCR, all other obligations of the Permittee shall not be waived. DCR shall not be responsible for any costs incurred or revenue lost due to closing or re-opening of the Premises under the provisions of this section.
- e. The Permittee’s employees shall remain onsite throughout the entire operating day, unless otherwise previously agreed with DCR or because of weather or other emergency. The Permittee shall notify the DCR Golf Course Manager no later than 7:00 a.m. on any day that the concession service is closed to the public or operating under a modified schedule (late start, early close) so that DCR can notify the public.

2. CONDITION OF PREMISES

- a. The Permittee acknowledges that it has 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 Permittee expressly agrees that the DCR has no obligation to make any alterations, repairs, additions, or improvements to the Premises, unless otherwise specified herein.
- b. Other than required major repairs for occupancy (i.e., repairs to flooring, stairs, walls, roofs, other major and/or essential equipment) by the Massachusetts Department of Public Safety or local building inspectors, the Permittee expressly agrees that the DCR has no obligation to make any ordinary and everyday maintenance, alterations or repairs.
- c. The Permittee shall be responsible for all cleaning, litter pick up, off-site trash removal within a reasonable radius of the Premises determined by the Facility Supervisor, housekeeping and sanitation, related to its use and shall maintain high standards for these tasks at all times in all areas of the Premises, in accordance with all applicable laws and regulations, and to the satisfaction of the Facility Supervisor. The Permittee shall provide appropriately sized recycling bins for its staff and customers. DCR shall have the right to inspect the level, frequency and competency of housekeeping and sanitation being performed at, on and within the Premises any time without prior notice.
- d. Permittee will provide portable, accessible toilet facilities in areas designated by the Park Supervisor, if and as needed.

3. COMPLIANCE WITH LAWS

- a. The Permittee shall comply with all federal, state, local and other governmental statutes, regulations and ordinances affecting the Premises and the Permittee's activities thereon and shall cause its employees, contractors and agents to do the same, including, but not limited to, ensuring that all such employees, contractors and agents that shall be serving food to the public be "Serve Safe" certified and trained in allergen awareness.
- b. The Permittee shall arrange for inspections by local health officials, utilities engineers, building inspectors and others as may be required.
- c. If the Permittee is notified by any regulatory agency having authority over the Premises that the Permittee's operations are in violation of an applicable rule, regulation or statute, the Permittee shall take immediate action to cure said violations. If the Permittee fails to take prompt remedial measures, the DCR may suspend or terminate the Permittee's operations on all or any part of the Premises.

4. PROGRAMMING, PRODUCTS & SERVICES; PRICING

- a. The Permittee shall provide, to DCR Long Term Permits and Leases, a full list of products and programs to be offered to the general public on the Premises, including but not limited to: food, beverages and other regularly scheduled offerings.
- b. DCR shall have the right to object to products or the character of service or particular scope of deliverance. If the Permittee wishes to provide any new product, service or new particular scope or type of deliverance, it shall submit a non-electronic written request for prior approval from the DCR Commissioner. In approving or denying said request, DCR shall take into consideration the public's best interest. Rate sheets and pricing changes should be furnished to DCR Long Term Permits and Leases prior to the beginning of each fiscal year.
- c. The Permittee shall recognize the interest of DCR in assuring that consistently high-quality services and merchandise are available to the public at reasonable prices. Pricing shall not exceed average prices for like goods and services and is subject to the approval and oversight of DCR.
- d. Fees, rates, additional charges and discount details must be made clear to patrons in all signage. Any discount rate and validation agreements with third parties should be submitted to DCR for prior approval. Permittee shall post notice of any changes to fees, rates, charges and discounts for patrons and provide DCR with such information prior to instituting new fees, rates, or charges.

5. EQUIPMENT MAINTENANCE AND REPAIR; LEASED EQUIPMENT

- a. All equipment and structures on the Premises used by the Permittee to perform the activities authorized by this Permit shall be maintained in good operable condition by the Permittee. All such equipment shall be cleaned, tested and repaired by the Permittee, at its sole expense.
- b. Any damage to any structure on the Premises or surrounding area caused by the installation or removal of equipment by the Permittee shall be repaired to a condition satisfactory to DCR at the Permittee's sole expense.
- c. The Permittee shall identify and notify DCR of any leased equipment to be used on the Premises prior to the execution of the Permit or whenever acquired by Permittee. The Permittee shall be solely responsible for any obligations under any leases. Equipment shall be described in detail that includes brand name, type of equipment and serial number, if

applicable. At the termination of this Permit, it will be Permittee's responsibility to fulfill any remaining obligations under the lease arrangement.

- d. Vending machines shall not be allowed on the property without written approval from DCR and any and all agreements between the Permittee and any vending machine operator shall be provided to DCR Long Term Permits and Leases. If allowed, they shall be operable whenever the Premises are open to the public. The Permittee shall be solely responsible for the installation and maintenance (cleaning, filling, repairs, etc.) of the machines.
- e. Any equipment that is affixed in a permanent manner to a wall, ceiling, or in or on the grounds of the Premises (e.g. plumbing fixtures, sinks, hard-wired appliances, built-in refrigeration equipment, or exhaust, fume, and fire suppression systems, poles, awnings, fences, etc.) shall become the property of the Commonwealth unless otherwise agreed in writing by the Parties.

6. PERMITTEE'S STAFF

- a. The Permittee shall hire qualified, competent employees, in sufficient numbers to provide an efficient service to the public. The Permittee shall be responsible for all respective employee-related issues and compliance of employees with all safety procedures, requirements of applicable authorities and DCR park rules and regulations.
- b. The Permittee shall ensure that its employees are aware of and comply with Permittee's standard operating procedures and risk management guidelines. Said operating procedures shall include, but not be limited to, requiring that at least one senior management employee is physically present at the Premises during Permittee's operations.

7. CONSTRUCTION ON THE PREMISES

- a. Any proposed improvements, modifications, or build-out of the Premises shall be subject to written pre-approval by the DCR Commissioner. Prior to the commencement of any renovation, rehabilitation or construction work on or to the Premises, including improvements, modifications or build-outs, the Permittee shall apply for and obtain an approved DCR Construction and Access Permit (hereinafter "CAP"), submitting with the application all relevant plans, specifications, etc. about the proposed work and any additional information requested by DCR Planning and Engineering staff.
- b. All design and construction costs incurred (including but not limited to local, state and federal permit application fees, actual construction work, labor, materials, landscaping, architectural fees, etc.) are the sole responsibility of the Permittee. Note that prevailing

wages and contractors insurance may be required depending on the nature of the work. Ordinary and everyday maintenance, such as minor repairs to the wiring, plumbing and structure, may be performed by the Permittee utilizing properly licensed and insured contractors, after notice to, and confirmation in writing from DCR Parks and Long-Term Permits and Leases departments.

- c. All improvements to the Premises shall immediately become the property of the DCR with the exception of personal property or equipment of the Permittee which can be removed without damage to any structure on the Premises.
- d. Any damage to any structure on the Premises or surrounding area caused by the installation or removal of an improvement by the Permittee shall be repaired to a condition satisfactory to the DCR at the Permittee's sole expense.

8. ADVERTISING; MARKETING

- a. All on-site signage is subject to prior written approval of DCR Office of External Affairs.
- b. The Permittee's advertising and marketing (signs, circulars, brochures, letterhead, print, radio, television and internet and oral (e.g. voice mail recordings) representations) shall:
 - (i) acknowledge that the Premises are Commonwealth of Massachusetts parklands and under the care and control of DCR regarding use and management of the area and facilities;
 - (ii) not misrepresent in any respect the facilities provided or the status or condition of the Premises; and
 - (iii) use approved graphics provided by DCR External Affairs.
- c. The Permittee shall withdraw any advertising or desist from any promotional activity, upon request from DCR, should DCR determine that such advertising or promotional activity is inappropriate.
- d. DCR retains the right to refer to the facilities on the Premises in any advertising or promotional activity as its own. At the request of DCR, the Permittee shall provide a bulletin board or other area for DCR information.
- e. Advertising on vending machines or other leased equipment shall be kept to a minimum and require pre-approval by DCR's External Affairs Department.
- f. The Permittee shall post the names and prices of products sold on the Premises on printed signs or within the machines. Handwritten signs shall be kept to a minimum and used for specials or daily changeable notices.

9. ACCOUNTING REPORTING

- a. All income of any nature related to the business of the Permittee at the Premises should be immediately and properly recorded using an auditable sales system (paper or electronic) provided by the Permittee. The Permittee shall also maintain a journal or log which records the daily sales of all types taking place on the Premises and volume of patronage. Such reports shall be made available to DCR upon request.
- b. The Permittee acknowledges that such information may become a public record and subject to public disclosure as well as subject to review by DCR and Commonwealth agencies authorized to review DCR activities. The Permittee 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 DCR, or Commonwealth agencies authorized to review DCR activities upon request by DCR's Chief Financial Officer or Director of Contracts and Administration. The Permittee shall comply with all audit-related requests and requirements of DCR, the Offices of the Inspector General, the State Auditor, the Attorney General, Commonwealth Administration and Finance, or any other authorized Commonwealth of Massachusetts agency.
- c. The Permittee shall pay all expenses incurred in providing the above-described reports.

10. TAXES

The Permittee shall be responsible for prompt payment of any and all applicable federal, state and local taxes, including but not limited to the Massachusetts state meals tax, 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 Permittee is responsible shall be considered a material breach of this Permit.

11. OWNERSHIP; CORPORATE STATUS

The Permittee shall promptly notify DCR of any changes in ownership or corporate status, corporate name or any significant change in its officers, managers or partners. Permittee shall maintain its corporate status with all applicable state and local authorities and agencies.

12. INDEMNIFICATION

The Permittee shall assume all risk in connection with any and 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 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.

- a. 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.
- b. 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.
- c. 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 the 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 the DCR and its employees.
- d. 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.
- e. 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.

13. INSURANCE

- a. The 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. The 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. Insurance for Commonwealth/DCR Property. The Permittee shall furnish proof of property damage (e.g., fire, vandalism, structure, etc.) insurance for the Premises and Commonwealth and DCR equipment in the minimum amount of Five Hundred Thousand (\$500,000.00) or such higher amounts of liability insurance coverage as DCR shall reasonably require from time to time. This insurance must be primary and noncontributory. DCR does not carry insurance.
 - iii. Fire and Casualty Insurance. The Permittee shall carry fire and casualty liability insurance for its own equipment and inventory in the minimum amount of Five Hundred Thousand Dollars (\$500,000.00) or such higher amounts of liability insurance coverage as DCR shall reasonably require from time to time.
 - iv. Additional insurance. The Permittee should carry any additional insurance that is prudent considering the operation and obligations of the Permittee (e.g. Motor Vehicle, Officers and Directors, Business Loss, Fraud, Vandalism, Molestation, Comprehensive Crime, Garage Keepers, Maintenance and Cure, Flood, Wind, Hail, etc.)

The Permittee shall, if necessary, 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:

E-mail: 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.

14. HAZARDS, HAZARDOUS SUBSTANCES; REPORTING SYSTEM

- a. The Permittee shall periodically inspect all areas used by the public in and around the Premises for the presence of unsafe or hazardous conditions (including but not limited to dangerous trees and hanging limbs) and shall promptly remedy such conditions when found and shall promptly report the conditions to DCR. The Permittee shall develop an accident reporting system and shall ensure that all employees understand and comply with said system. The Permittee shall make and preserve records of all accidents, emergencies and administration of medical aid on Premises.
- b. The Permittee shall provide proper signage identifying the company name, address, and contact information for inquiries and emergencies. Permittee shall provide updated company emergency contact information to DCR's Office of Long-Term Permits and Leases, the DCR Regional Director and District Manager.
- c. The Permittee shall not use, release, discharge or spill hazardous substances or chemicals or materials that cause undue harm to persons or the environment, including but not limited to oil, cleansers, pesticides, and contaminated food related items.
- d. 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. Material Safety Data Sheets and other label instructions shall be strictly followed in the preparation and application of pesticides and other hazardous substances and disposal of excess materials and containers. All applications shall be duly licensed by the Commonwealth and any other applicable local, state or federal agency or entity. The burden of compliance and knowledge of all applicable laws lies with the Permittee as an operator of a business requiring such compliance.

15. ACCESS AND INSPECTION

The Commonwealth, its agents, employees, permittees, licensees, guests and invitees 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 and to inspect the operations and equipment of the Permittee.

16. 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 DCR 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).

17. TERMINATION

- a. 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 of performance on the part of DCR. This Permit may then be terminated by DCR upon Seven (7) calendar days' notice in writing to the Permittee.
- b. The Permittee may be granted the right to cure any condition causing a material breach by commencing efforts to cure such condition within Five (5) business days of receipt of notice. If the condition cannot be cured within Five (5) business 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.
- c. Upon termination of this Permit, the Permittee shall cease all activities associated with this Permit, and shall promptly remove its property from the Premises. The Permittee shall return the Premises to its clean and undamaged conditions to the satisfaction of DCR.

18. 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 the 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.

19. ASSIGNMENT AND SUBLETTING

- a. The Permittee shall not assign, sublicense, transfer or otherwise dispose of its responsibilities or of any right, interest or use of the Premises covered by this Permit without the prior non-electronic written consent of the Commissioner of DCR. Any such

disposition without the written consent of DCR shall constitute a material breach of this Permit.

- b. 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 Permittee at the Premises. Any unapproved transfers or assignments of rights under this Permit are void *ab initio*. There are no third-party beneficiaries to this Permit.
- c. The Permittee may not enter into any agreement with any entity or person except employees of the Permittee to exercise substantial management responsibilities for operation of the Premises without the prior non-electronic written consent of the Commissioner of DCR.
- d. In the event of any unapproved or prohibited assignment, sub-license, transfer or encumbrance by the Permittee, or in the event of any default of its 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 DCR.

20. 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.

21. FORCE MAJEUR

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.

22. MERGER CLAUSE

The provisions of this Permit and any attachments 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.

23. FORUM

Any actions arising pursuant to or arising out of this Permit shall be governed by the laws of Massachusetts without regard to its 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.

24. 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.

25. EXHIBITS

All exhibits attached to this Permit are incorporated herein by reference and become part of this Permit. The exhibits 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 exhibits, the terms contained in this Permit shall supersede.

26. MODIFICATION OR AMENDMENTS

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

27. NOTICE

Any notice given pertaining to this Permit shall be sent in writing, by hand-delivery or first class mail, to the following representatives of the Parties:

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

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@mass.gov

PERMITTEE:

28. 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.

DEPARTMENT OF CONSERVATION AND RECREATION Nicole LaChapelle, Commissioner Date: _____	Duly authorized Date: _____
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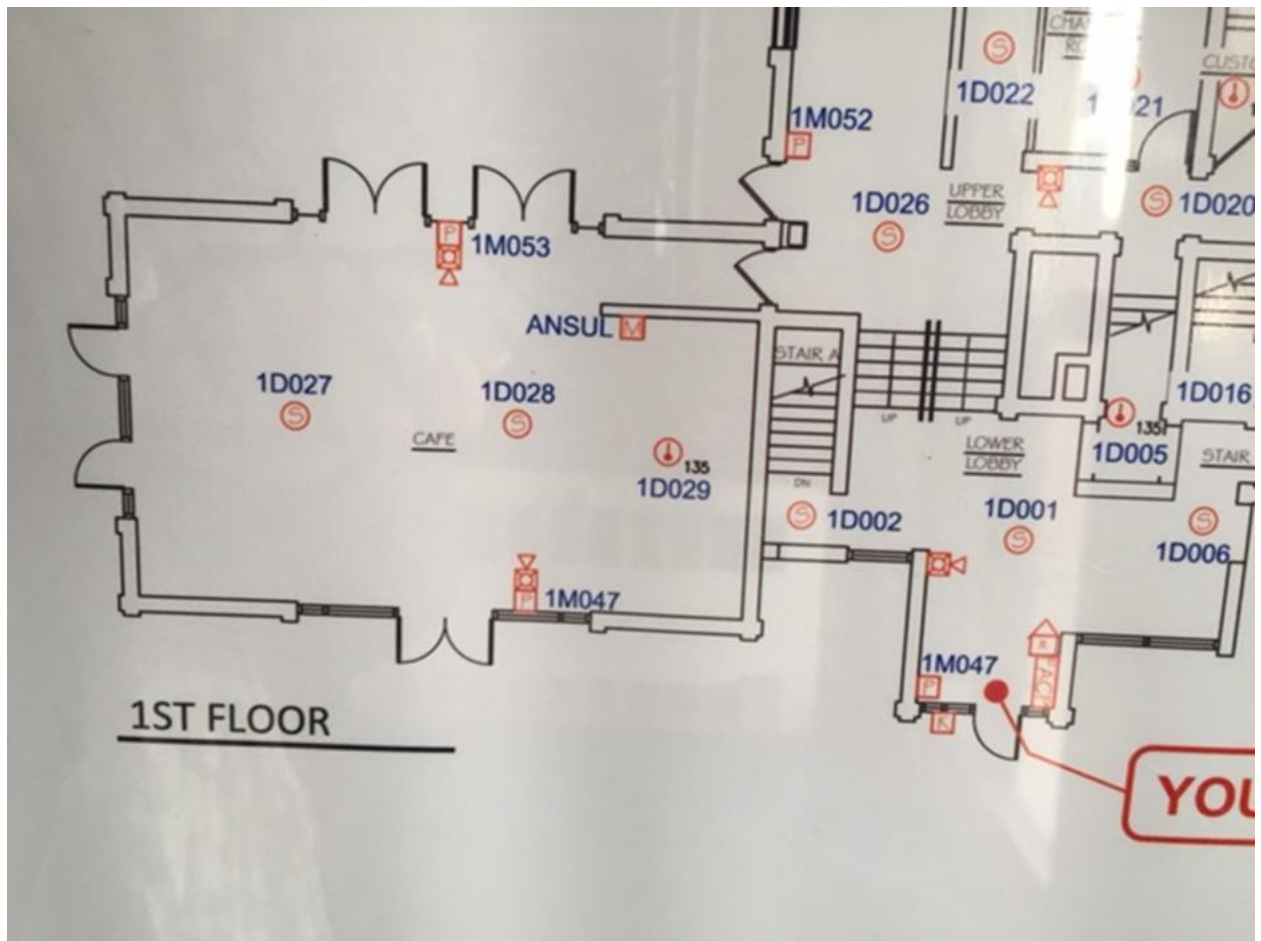
EXHIBITS

- Exhibit A – Premises Map and Photos
- Exhibit B – Concession Services and Requirements
- Exhibit C – Construction Guide

Exhibit A Maps and Photos



Picture: Leo J. Martin-Track Area



Picture: Leo J. Martin-building map

Exhibit B CONCESSION SERVICES AND REQUIREMENTS

Permittee shall comply with the following requirements:

1. Permittee shall review and familiarize themselves with the DCR Park Regulations at 302 CMR 12.00.^[1]
2. No entertainment (bands, movies, dances, fundraisers etc.) events shall be held without prior written notice to DCR, approval from DCR in writing, and proof of proper permits from applicable local authorities.
3. All items offered for sale by the Permittee are subject to review by the DCR and shall be appropriate for the park environment.
4. DCR prohibits the use, sale, distribution, display or advertisement of alcoholic beverages, cigarettes and other tobacco related products, lottery games, tickets or machines or any other service or business on the premises, other than that authorized herein. The Permittee shall not place amusement machines, ATM, or vending machines of any type on the Premises without prior written approval by the Commissioner of DCR.
5. The Permittee shall not utilize public address systems or amplified sounds which are deemed excessively loud or frequent. DCR reserves the right to direct the Permittee to lower or set off its sounds less frequently. DCR has final approval of any sounds used on the Premises. Noncompliance with this provision may result in immediate suspension and/or termination.
6. The Permittee shall provide the DCR Park Supervisor with multiple working cellular telephone contact numbers for the Permittee's authorized and responsible managers and staff. Permittee shall notify the DCR's Office of Long-Term Permits and Leases of any changes in address and all other contact information.
7. The Permittee shall not store any items outside the Premises in such a manner as to cause extension of the premises or unsightly piles. All related deliveries shall be made in such a manner as to have the least negative impact on the visiting public.
8. The Permittee shall be solely responsible (financially and for labor costs) for any damage, destruction, vandalism or similar caused to the Premises by the Permittee, its members, guests, business invitees, agents, employees or similar. Any damage shall be immediately repaired to the satisfaction of the Park Supervisor and Regional Manager. Said repairs shall be performed immediately.
9. The Permittee shall operate, manage and maintain a cross-country ski operation on the Premises, which shall include providing affordable, high-quality ski and snow shoe rental equipment, instruction, located at the Leo J. Martin Golf Course in Weston, MA. The particular portions available for skiing shall be marked at the discretion of the Park Supervisor.

10. The Permittee may also operate a pre-packaged food and beverage concession in the snack bar area on the Premises (Labeled (A) Snack Bar in the attached exhibit). Permittee may place tables and chairs in the Snack Area (Labeled (B) in the attached exhibit). Permittee must supply all necessary refrigerators, freezers, chairs, tables and kitchen equipment. Permittee is solely responsible for maintenance and cleaning of the snack bar area and all related trash removal and recycling. Permittee is responsible for meeting all local food, drink, health and safety approvals, licenses and compliance at all times. Permittee is not allowed to sell alcohol.

Exhibit C - Construction Guide

MAJOR CONSTRUCTION ON STATE BUILDINGS AND FACILITIES

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

1. Initial Project Submittal:

- a. Contact DCR (Long Term Permits and Leases/Legal) DCAMM (Real Estate/Legal/Office of Planning, Design and Construction) in writing. These are state buildings whether leased or permitted.
- b. Send complete information to the Commissioner, cc: Office of Long-Term Permits and Leases and DCR Planning and Engineering (Director). Explain the 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.
- c. If there is no reply from DCR or DCAMM, the project or work should not go forward. If you do have project approval, you may proceed to obtain the following:

2. Additional State Permitting Approvals:

- a. Apply for a DCR Construction Access Permit. This can take up to sixty (60) days so apply early. This information will be circulated to DCR Engineering, Planning and Resource Protection, and Park Operations staff to ascertain their input and involvement.
- b. State Building Permit. Prepare a state building permit application to the Mass Department of Public Safety (DPS), Building/Engineering Inspectors, if any alteration of a building or structural work is proposed. This process will include approval from local wire and plumbing inspectors (local designee for state boards) if you are working on any electrical or plumbing systems. Please be aware that DPS approval may require additional improvements such as accessibility and fire systems.
- c. Wetlands. if you are near a waterway, wetland, pond, lake, etc., contact the local conservation commission (they are the local designees of the Mass Department of Environmental Protection (DEP)).
- d. Cultural/Historic/Archeologic. The Massachusetts Historic Commission approval (especially if any excavation is planned, whether it's a fence post or a new wall) is required. DCR may be able to assist with filing of a Project Notification Form to the MHC on your behalf.

- e. Natural Heritage and Endangered Species Protection: a filing and approval may be needed if you are near a forest, stream or habitat of any type (turtles, certain insects, birds, fish, etc.).

3. Other Considerations to keep in mind:

- Volunteer construction work should be considered carefully. Prevailing wage, worker's compensation insurance, property insurance and bonds for performance and payment will usually be required when a state property or building is involved. Consider getting advice from contractors, architects and other professionals. Contractors should be properly licensed and experienced; engineer's plans should contain their stamp; architects should be registered. Consider fair or required procurement methods (for municipalities, M.G.L. c. 30B is required) carefully.
- Consider having a written contract (not just an estimate or proposal) with anyone doing work on the building. Your contractors have to provide insurance certificates that cover risks associated with their work and carry 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 or permit.

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

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Sean Casey, Director, Construction Access Permitting and Accident Recovery

Massachusetts Department of Conservation and Recreation

10 Park Plaza, Boston, MA 02116

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DCR Construction Access Permits available here:

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

or search for “DCR Construction Access Permits”

^[1] DCR Regulations can be found at: <https://www.mass.gov/info-details/dcr-agency-regulations>.

Attachment H – Weston Ski Financial Information

LEO J. MARTIN SKI REVENUE 2021 - 2026													
Year	# ONLINE PASSES							ONSITE CC Trail Passes	INVOICES		TOTAL		# VISITS (Rev Dept Sheet)
	Family	Adult	Senior	Youth/ HS	Daily	TTL Online	Total Online \$		HS Season Pass	Trail Pass	REVENUE	DIFF	
2021											\$ 401,000		41,773
2022											\$ 334,000	\$ (67,000)	36,398
2023	254	157	48	166	2827	3452	\$ 162,155	\$ 10,156	\$ 23,542	\$ 10,898	\$ 206,751	\$ (127,249)	23,683
2024	172	103	44	142	2406	2867	\$ 117,110	\$ 11,392	\$ 24,885	\$ 10,721	\$ 164,108	\$ (42,643)	19,456
2025	192	132	49	102	2131	2606	\$ 124,588	\$ 81,086	\$ 21,922		\$ 227,596	\$ 63,488	25,140
2026	181	187	90	100	1598	2156	\$ 136,988	\$ 169,880	\$ 27,354		\$ 334,222	\$ 106,626	

Table: Ski Financial Information-Passes, Revenue and Visits