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# Maynard Country Club Reuse Analysis

Funding provided by the EPA Building Blocks for Sustainable Communities Technical Assistance Grant, through Forterra and the Massachusetts Smart Growth Alliance

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## Prepared for

Town of Maynard  
Maynard Golf Club Reuse Committee  
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## **Executive Summary**

The Town of Maynard acquired the Maynard Country Club for \$2 million in February 2012 using funding from the Maynard Community Preservation Committee. In 2012, the town established the Maynard Golf Course Reuse Committee and sought technical assistance from the Metropolitan Area Planning Council to assist the Committee in examining potential future uses for the site. MAPC, working with the Committee, undertook a series of visioning sessions and site walks in the fall of 2012. From the input received, MAPC prepared 4 alternative scenarios for presentation, discussion and initial polling at a December 2012 public forum. The input received at the December meeting will be used in continuing discussions and analyses by the Maynard Golf Course Reuse Committee over the next year as they develop a proposed future use plan for consideration by Town Meeting in 2014.

Based upon the input received, MAPC recommends that the town, at least in the short term, begin by keeping the golf course in operation on the site, and attempt to meet the other open space goals of the community for the site by a temporal sharing of the site, allowing for non-golf uses off season, during special events, and during specific designated times during the week during golfing season.

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## Chapter One: Introduction and Background

The Town of Maynard acquired the Maynard Country Club in February 2012, using \$2 million in funds from the local Community Preservation Committee. Lands acquired with these funds can be used only for open space, affordable housing or historic preservation. See the CPA guidelines chart in the appendices for further details regarding limitations on possible uses of properties acquired with CPA funds. The \$2 million purchase price was funded with \$500,000 from the Maynard CPA fund along with a \$1.5 million bond that will be paid over a 15 year period, costing the town \$125,000 or less per year.

### Site Design and Constraints to Development

The site includes approximately 62 acres in the towns of Maynard and Acton, and consists of a 9-hole golf course, a clubhouse, a parking area and various maintenance buildings. The property is rolling terrain, including a stream valley and associated floodplain and wetlands, as well as several small ponds. Although the flood zone maps indicate that the 100-year floodplain is largely off-site to the north (on the Acton conservation land), there is an area of 500-year floodplain that is located in the lowlands along the stream valley. Anecdotal information indicates that this area floods more frequently than would be expected. The vegetation on the site includes grassland in the areas managed for golf course, as well as deciduous and evergreen woodlands at the edges of the property and in several areas between fairways. Portions of the site are considered prime agricultural soils in the State of Massachusetts. The site is bounded on the west by Brown Street, on the north by wetlands (much of which is within a conservation area managed by the Town of Acton) and residential development, on the east by Concord Street, and on the south by residential development. Immediately to the west of the site, west of Brown Street, is the location of the proposed Assabet River Rail Trail (AART), which would provide bicycle access to the site from the downtown and other areas of the community. The site is zoned for medium density residential; zoning in the area is predominantly residential, with some industrial lands to the west of Brown Street and a business district off the northwest corner of the property. Aerial photo- based maps of the property, illustrating property boundaries, wetlands, floodplains, soil types, etc. are included in the appendices to this report. An additional factor is that it was reported to MAPC that the town agreed to place a conservation restriction on a portion of the property, as part of an agreement that allowed part of the closed/capped town landfill to be used for other municipal uses.

### Project Origination

In 2012, the town established the Maynard Golf Course Reuse Committee to explore options for the future uses of this property, and to make a report and recommendations to Town Meeting no later than in 2014.

The consulting town planner sought the assistance of the Metropolitan Area Planning Council to provide technical assistance to the Committee in examining potential future uses for the site. MAPC had access to funding from the United States EPA Building Blocks for Sustainable Communities Technical Assistance Grant through Forterra and the Massachusetts Smart Growth Alliance. The town planner worked with MAPC to prepare a proposal and scope for approval and funding.

### Current Site Management and Finances

The Maynard Golf Course site is being managed under a lease to Sterling Golf Management, Inc., which is providing all management services and pays the town a minimum of \$50,000 per year. The initial term of the lease is three years. Copies of the 2012 RFP, the Minimum Specifications for Maintenance of the course, and the contract between Sterling Golf Course Management and the Town of Maynard, are all included in the appendices to this document. The schedule of payments to the town is found in Exhibit A of the Town of Maynard contract with Sterling Golf.

The taxes paid by the Maynard Country Club when it was run as a private development were reported to be on the order of \$75,000 per year. However, as with all conservation lands acquired by the town, the town no longer receives any property tax for this property. Note that some communities re-assess properties around conservation lands to reflect their higher appraised values (because of their proximity to conservation lands) and thereby make up for some or all of the lost tax revenue. This may not be possible in the case of the Maynard golf Course site because some of the abutting land is in Acton. It may also not be possible to measure the impact of the permanent protection of the Maynard Golf Course property until the future uses are known (e.g., houses adjacent to golf courses may be valued differently from those adjacent to playing fields, affordable housing or passive use open space).

A small portion (approximately 5 acres) of the Maynard Country Club site is located in the Town of Acton. This includes a narrow strip north of the second fairway, as well as a rectangular lot that contains a wetland area and the green for the second hole. The amount owed to Acton for annual property taxes for this land is approximately \$7,360; the Town of Maynard is in discussions with the Acton Board of Assessors regarding the potential for abatement of the annual tax as long as the land remains undeveloped.

The other main additional potential costs to the town are those capital improvements that the town chooses to make to the property, as well as major repairs to the property. The current contract (see appendices) indicates that the town is responsible for the cost of repairs (e.g., to the clubhouse roof) that exceed \$2,500. The 2012 Operations Report (see appendices) indicates that several such repairs were made in 2012; the Maynard Golf Course Reuse Committee should obtain information to determine the extent of these expenses to the town.



## Chapter Two: Public Input Process

MAPC met with the Maynard Golf Course Reuse Committee to plan for and undertake a series of visioning sessions and site walks in the fall of 2012.

The first meeting (September 27, 2012) was an informal discussion with town staff and town board members to enable the MAPC staff to become familiar with the site, with the history of uses at the property, with issues relating to uses or management of the property, and to explain the upcoming public sessions to enable board members and staff to assist in promotion of these events. The agenda for this meeting is in the appendices of this report.

The first of the public input sessions was held on October 10, 2012 at the Golf Course Clubhouse. Approximately 70 individuals participated in this event. The goals of this event were to

- provide information to the public relating to the site, including the current lease to Sterling Golf for management
- provide information to the public relating to the Golf Course Reuse Committee process
- obtain initial information from the public relating to their goals for reuse of the site,
- obtain an initial sifting of the concepts raised into proposals that had greater and lesser support, and
- inform the public about the upcoming site walk and continuing discussions related to the site.

A copy of the agenda for this program, as well as the results of the individual group discussions, is included in the appendices to this report.

The next public program was a site walk which occurred on October 20, 2012. Approximately 48 individuals participated in the event. The participants were broken up into three groups, each with a facilitator/note-taker, to further discuss the ideas raised at the October 10 visioning session, as well as concepts that had been forwarded to the Committee via email, and new concepts/ideas for future uses of the site that arose during the site walk. Sterling Golf provided staff to answer questions and to shepherd the participants safely around the site while the course was in use for golfing. The agenda and the notes from this event are included in the appendices to this report.

The input received from these meetings, as well as the comments submitted to the Committee's web site and forwarded to MAPC, were evaluated and used by the MAPC staff in preparation of alternative future scenarios for the December 5, 2012 public forum. Approximately 60 individuals attended the December forum. Note that since the concept of placement of affordable housing on the site did not receive much support at these sessions, this use, although allowed under the terms of the CPA purchase, was not included in any of the scenarios.

## Chapter Three: Initial Scenarios and Public Evaluation

Based upon the input received from the October visioning session and site walk, as well as that received via email through the Committee web site, MAPC prepared 4 alternative scenarios for presentation, discussion and initial polling at a December 5, 2012 public forum. The purpose of the scenarios was to

- illustrate that all of the proposed uses cannot be located on the site at the same time
- show that some groupings of uses might be possible
- provide choices for eliciting discussion among meeting participants, and
- allow, via voting using electronic keypads, participants to indicate which of the possible scenarios best meets their goals for the future uses of the property.

The meeting began with several questions to enable participants to become familiar with the use of keypad voting, to determine the split of golfers versus non-golfers in the room, and to determine if the participants had participated in previous programs related to the Golf Course Reuse process. Note that a significant percentage of the participants self identified as golfers. This was followed by a review of all of the ideas provided to date by members of the public, in order to bring all participants up to the same level of awareness of discussions, and to allow for the solicitation of any additional ideas for potential future uses. Notes were taken regarding additional ideas. The full set of concepts/goals for use of the Golf Course site is in the appendices to this report.

Next, the four scenarios were described and discussed. Additions were made to the scenarios to further refine and/or explain the specific proposals. The PowerPoint presentation used to describe these scenarios is included in the appendices to this report. The four scenarios are listed below:

### **Scenario #1**

Keep the golf course open as it is, and with its current hours and seasonal schedule; add uses that do not conflict spatially or temporally with the golf uses.

#### **Potential Impacts of this scenario:**

- Continued golf course lease income to town,
- Area managed without cost to town,
- Area used primarily by golfers,
- Some limited additional off-season uses such as sledding/skiing/skating in winter,
- Possible slight increase in other uses
- Other:

#### **EXAMPLES of uses that could potentially be added in this scenario:**

- Primarily off-season uses such as sledding, cross-country skiing, ice skating, walking,
- In Season use expansions could include continuing to expand the number of clubhouse rentals for functions
- Other

Note: for purposes of the 12-5-12 polling, it was assumed that this scenario is a net profit maker for the town

## **Scenario #2**

Close the golf course; reconstruct the site to add multiple other uses –

### **Potential Impacts:**

- Complete loss of golf course lease income to town, although there is potential from income from other uses (farm, concession stand, etc.)
- Increased town responsibility/costs for management,
- Capital costs for changeover to alternative uses,
- Potential to greatly increase the number and diversity of users for variety of new uses at the site
- Establish barriers to safely separate uses
- Other:

### **EXAMPLES of uses that could potentially be added in this scenario:**

- Athletic fields, walking/jogging paths, picnic areas, community gardens/community supported agriculture, wildlife habitats areas, municipal pool, outdoor concert area, dog park in addition to the winter season uses cited in scenario #1 above.
- Use of CPA funds to fund recreational uses/capital costs for change to other uses
- Other

## **Scenario #3**

Keep the golf course open, but as Par 3 course (or perhaps some other smaller variation not entirely a par 3), to make room for additional uses to be constructed on the areas no longer used for golf

### **Potential Impacts:**

- Continued lease income to town, but potential loss of some/most lease income due to decreased viability of course for golfing,
- Continued to have area managed without cost to town,
- Capital costs to move greens and tees, likely to be borne by the town
- Capital costs of construction of new recreation facilities
- Potential for loss of use for High School Golf team tournaments (Cannot use Par 3 Course in competitions)
- Potential for increased use of portion of the site by non-golf uses
- Note the possibility of high fences/nets to safely separate the other uses from the golf area

### **EXAMPLES of uses that could potentially be added in this scenario:**

- A limited number of the uses cited below could possibly be included, depending upon the area that could be removed from golf uses: Athletic fields, walking/jogging paths, picnic areas, community gardens/community supported agriculture, wildlife habitats areas, municipal pool, outdoor concert area, dog park in addition to the winter season uses cited in scenario #1 above.
- Other

#### **Scenario #4**

Keep the golf course open, but with somewhat more restricted hours (to be negotiated with lessee), to enable additional “shoulder-hours” use by non-golfers or more community-oriented special event uses:

#### **Potential Impacts:**

- *Continued lease income to town, but potential loss of some lease income if loss of hours adversely impacts course management income,*
- *Continued to have course managed without cost to town,*
- *Potential increase in additional users through broadened range of activities or special events*
- *Other:*

#### **EXAMPLES of uses that could potentially be added in this scenario:**

*In addition to golf Course:*

- *Spring and Fall Town-wide festivals on a course fairway*
- *Year-round early morning jogging trail (e.g. between 5:00 and 7:00AM)*
- *Winter season uses such as sledging, cross-country skiing, skating*
- *Other:*

Participants were asked to indicate which of the above four scenarios was their first choice for meeting their goals for the site; they were subsequently asked which scenario was their second choice (and were asked not to vote for the same scenario as their first choice).

The full polling results are found in the appendices to this report. Approximately 58% of the participants selected Keeping the Golf Course as it is as their first choice, with 30 % selecting reconstructing the site for multiple other uses, and 12% selecting the option of keeping the Course as it is but adding other “shoulder” uses. For the second choice, the greatest number (49%) selected keeping the course as it is but adding the shoulder uses, and 22% just keeping the course as it is, and 13% each for reconstructing the site for other uses or converting it to a par 3 course.

Note that in February 2013 the Maynard Golf Course Reuse Committee and MAPC were provided with a copy of the contract for management between the Town of Maynard and the Sterling Golf Management which specifies that the course will be available for town use for special events for “not less than three (3) Mondays, excluding holidays, with the option for an additional two (2) special event days to be negotiated between the Town and the Contractor, each year of the agreement. Special Town Events shall be at no cost to the town.<sup>1</sup>” The high school golf team is also granted the use of the course for practice one hour per day during the week through the golf season. The contract also states that the contractors may make the course accessible to the public for off-season uses such as walking, skiing, sledging.

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<sup>1</sup> See section 34 of the Town of Maynard Contract with Sterling Golf Management in the appendices of this document.

## Chapter Four: Draft Recommendations and Future Planning

The input received at the October and December meetings will be used in continuing discussions and analyses by the Maynard Golf Course Reuse Committee over the next year as they develop a proposed future use plan for consideration by Town Meeting in 2014.

Based upon the input received, MAPC recommends that the town further explore the following initial recommendations. In summary, MAPC recommends that the town should consider keeping the site as an active golf course, and proceeding slowly with adding new uses to the site, beginning first with the non-conflicting winter uses, and then bringing in a series of time-limited events (e.g., up to four course-closed festivals per year), and finally working out the details (e.g., location, timing of use) of other uses that could share the site in a time-sharing basis. Additional details and rationale for this recommendation follow.

### Cost Considerations

Since the Golf Course lease appears to be providing the town with a net positive revenue stream<sup>2</sup>, while also maintaining and making improvements to the golf facility, this meets the goal of many participants in the 2012 process that the future land uses do not cost the town significant capital or operating funds. Also, many participants who wanted to consider broader uses for the property were supportive of an interim golf use since this limited municipal costs and maintenance obligations.

In addition, it was noted during the 2012 process that the cost of establishing new tees and greens was significant, and it would be important that the town not let these capital assets decay while the town is considering what uses to eventually place on the site. It is far easier to maintain the existing course than it would be to re-establish a course after it were left fallow for any significant period of time. For instance, costs for re-establishing greens were reported during the public meetings to be on the order of \$75,000 - \$100,000 per green.

### Analysis of Input and Polling

Although the 2012 process yielded initial polling that the majority of the participants (58%) had a first choice that supported keeping the site in its current layout and operations, as is noted elsewhere in this report, the votes for this future scenario were largely from the participants that golfed on a frequent basis. Despite efforts to reach out to the general public to encourage their participation in the 2012 programs, the high percentage of participants in the final forum who golfed weekly or monthly (44%) almost equaled the number of non-golfers (46%). This far exceeds the percent of golfers in the general *nationwide* population. The National Golf Foundation indicates that a total of 25.7 million US residents played golf in 2012 (8.2 % of total U.S. population) but that the number of core golfers who played more than 8 rounds were 14.4

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<sup>2</sup> As previously noted in this report, although the town no longer receives the approximately \$75,000 in taxes from the property, this should not be assessed as a cost against this property, since the town receives no taxes from any of the other conservation lands that it owns. The townspeople assume no taxes from lands that they wish to purchase as conservation lands. The discussions with Acton for the abatement of the \$7,300+ in annual property taxes due to that community may also lower the net costs for Maynard residents. The other major potential loss of net revenue would be from any capital cost improvement that the town makes to the property, since costs of repairs or improvements to the property of more than \$2,500 are the responsibility of the town rather than the golf course manager; MAPC was not provided details of these costs.

million (4.6% of the U.S. population). See “Golf’s Pyramid of Influence 2012” in the appendices, downloaded from the National Golf foundation at <http://www.ngf.org/pages/free-reports>.

In looking at the cross-tabulated polling results in Appendix 7, support for “keeping the course and the operation as it is” was strongest among those who also stated that they golfed on a regular basis defined as at least once per month (64% golfed weekly and 16% golfed monthly).

By contrast, the majority of support for a first choice to reconstruct the site for other uses (86%) was from non-golfers. Similarly, of those voting to keep the site as a golf course but to add non-golf “shoulder” uses where possible, 67% were non-golfers. However, there were some non-golfers who also supported keeping the course “as it is”.

The second choice selections indicate a strong preference for keeping the course but adding shoulder uses (49%) or keeping it just as a golf course (22%), with lower percentages (13% each) for changing to a par 3 course or reconstructing the site for other uses. Again, regular golfers (those who golf at least once per month) made up 87% of those that favored keeping the course in its current use, while those that favored closing the course and reconstructing the site for other uses comprised primarily (83%) of non-golfers. Those individuals that supported keeping the course but adding shoulder uses were more evenly split, with 47% being regular golfers and 42% being non-golfers. Note however, that there appears to have been confusion around this vote; although participants were requested to not vote for the same scenario for first and second choices, there appears to have been 8 individuals who voted “keep the course open as is” for both a first and second choice. This would appear to skew the data on the second choice scenarios towards keeping the course as it is.

If the December 5 forum keypad polling is indicative of the feelings of both golfers and non-golfers in the general Maynard population, and the percentage of non-golfers voting at town meeting reflects the larger percentage of non-golfers in the general population, then keeping the golf course exactly as it is in its current operation is not likely to receive majority support at a town meeting vote. Rather, there would likely be more support for either shifting the site to other uses or adding more uses to the site while keeping it as a golf course (the latter having the advantage of meeting the expressed goals of lowering maintenance and operating costs for the site).

### Temporal Sharing of the Site

MAPC recommends that the town explore, as a first step, the temporal sharing of the site. This would entail keeping the existing (or largely existing) layout, and adding more uses in the off-season, at specific times on a regular basis during the week, or through closure of the course (or a portion thereof) to run special events for the general public.

It should be noted, however, that temporal sharing of the course is not without logistical or financial issues. From a financial standpoint, all time that is removed from the golfing schedule is a potential loss of revenue for the golf course lessee, and this may impact future lease agreements with the town. On the other hand, if more individuals go to the course for other uses (e.g., walking, special events), they may return either as new golfers or as patrons of the restaurant in the clubhouse, thereby providing a net revenue gain for the lessee.

On a logistical basis, the scheduling of non-golf uses during specific times must be strictly adhered to. As was noted during the 2012 meetings, and in particular during the October site walk, having non-golfers on the site during the time when golf is being played is very dangerous. Establishment of winter uses is less of a safety issue, but uses during the golfing season must be carefully managed. Closing all or a portion of the course for a specific 4-hour evening public event (e.g., a fall pumpkin festival on the first fairway) is less likely to result in user conflict, although it may require additional management (e.g., the temporary fencing off of the tee boxes on the first fairway to prevent damage during an event of that fairway). However, a walking or jogging trail on the site, even with specific hours posted (e.g., "Walking or jogging allowed only between 5:00AM and 7:00AM") may draw unauthorized users during time that golf is being played, and may cause additional monitoring work to be needed by the golf course management staff.

#### Initial Survey of other Municipal golf Courses

To determine what other municipally-owned golf courses allow for additional uses, and whether these uses involve any particular management issues, MAPC began preliminary interviews with an initial sub-set of municipal golf course managers. Although this was not in the original scope of MAPC's work on the project, we anticipated that the town would eventually need this information, and we began an initial set of interviews as a test of a survey form and to gather data for Maynard. Note also that these responses contain other information that may figure into future discussions by the town relating to management of the course (e.g., Does the town lease the course to a professional manager or do they manage the course with municipal staff?). Although this sampling is too small to make any final conclusions, it can be used as a basis of future research by the Maynard Golf Course Reuse Committee. An additional list of municipal golf facilities that we did not have the opportunity to contact, and also a list of several facilities managed by Sterling Golf, are included at the end of the survey responses.

#### Additional Future Management Issues

In March 2013, MAPC received the Maynard Golf Course Operations Report, which is included in the appendices to this document. This report provides the financial information related to the 2012 golf season and the off-season non-golf uses and income, the details related to the challenges for 2012 and likely for 2013 (in particular the issue of irrigation water), and the management company's projections for revenue for 2013 along with ideas for increasing certain revenue sources.

The 2012 Operations Report in the appendices to this document notes the repairs and renovations that were necessary to make the clubhouse open for use in 2012. While these immediate issues have been addressed, and the facility is now open for use by golfers and for special events, the size and internal layout of the existing clubhouse will likely be limitations on the amount of revenue growth that could be expected from that facility.

The issue of irrigation water had been partially alleviated in 2012 by the improvements to two on-site wells, but there is still a significant shortfall, especially during the hottest part of the year. The report notes the potential use of a series of wells to the north of the second fairway, near the edge of the property along the boundary with the Acton conservation lands. If these wells prove viable, this may meet all of the remaining needs of the course for irrigation water. However,

there may be regulatory issues with the re-start of these wells due to potential impacts on the adjoining wetlands in the McGloin Conservation area in Acton.

MAPC therefore also recommends examining an additional option: the reuse of effluent water from the municipal wastewater treatment plant which is located on Pine Hill Road adjacent to the eastern edge of the golf course. Reuse of this water for irrigation will

- provide the course with a significant supply of irrigation water, while
- providing additional improvement to water quality since the additional filtration of this water through golf course soils will remove additional nutrients from any water that does seep into groundwater and eventually make its way to the Assabet River.

The use of this water would require regulatory approvals (e.g., is the water sufficiently treated to be used for land based irrigation?), and the community should evaluate whether the costs of the use of this water (e.g., cost for any necessary additional treatment, piping, pumps) make this a financially viable option. The Indian Pond Estates and Country Club in Kingston, MA is reported to utilize wastewater from a treatment plant as irrigation water during the growing season (see *Once is Not Enough, A Guide to Water Reuse in Massachusetts* at <http://www.arc-of-innovation.org/assets/Water/3-1%20Once%20is%20Not%20Enough%20-%20Guide%20to%20Water%20Reuse%2010-05.pdf>). The proposed golf course at the redeveloped south Weymouth Naval Air Station (now known as Southfield) is not yet developed, but was also proposed during the permitting process to use wastewater for irrigation purposes.

In the event that the town finds that the golf course is not viable financially (perhaps even after trying several course managers and/or municipal management of the course), or if the townspeople (as represented by town meeting decision) determine that other uses are more desirable for the site, then the MAPC work with the Maynard Golf Course Reuse Committee can be used as a basis for more detailed discussions of uses. The forums held in the fall of 2012 generated significant input relating to the full array of uses that were possible for the site; the October 10 forum also included an exercise in which the participants provided initial feedback regarding those uses that they felt were most desirable. This information, and additional future input, should be used by a park planning consultant to prepare alternative layouts for potential uses, for consideration by the townspeople. Additional public discussions should be held prior to the design phase to evaluate and prioritize the non-golf uses for the site.

MAPC's strong recommendation would be to incorporate significant environmental enhancements into any future design, such as expanding wildlife habitats, in particular by restoration of wetland shrub and trees species along the stream corridor, to establish as a wildlife corridor between the conservation lands in Acton to the north, the extensive open land/wetlands to the west of Brown Street/Acton Street, and the natural lands along the Assabet River to the east. Related to this, and as noted elsewhere in this report, the town is reportedly obligated to place a portion of this property under a conservation restriction to replace a loss of conservation land elsewhere in town. The 10-acres to be restricted on the Maynard Country Club site would logically be the more environmentally-sensitive/significant areas, which would include the wetlands, floodplain, woodlands and shrubby areas near the stream. This should be a contiguous/connected system of habitats that is incorporated into an overall management plan for the site, regardless of what other uses the site is used for, so that the core habitats can be preserved. The Maynard Conservation Commission should be consulted and requested to suggest the layout of this restriction on the site.



## Conclusion

Given that:

- once abandoned, it would be very costly to restore the site to a golf course operation
- it would be significant expense to reconfigure the site for alternative uses (e.g., field sports) due to the rolling terrain on the site
- there was a definite feeling that the participants in the 2012 process felt that the site should not lose money (or at least not lose significant money) on an annual basis
- that the current management operation pays the town an annual lease fee
- that some of the community goals for additional recreational space may be met at other locations in the town (at the schools), and
- that the current operation protects the land as open space for golfing, wildlife habitat, visual relief, etc.,

then MAPC would encourage the community to consider keeping the existing golf course operation, largely if not completely in its current layout, and try to meet the goals of the general public for additional uses on the site by adding uses through a temporal sharing of the site. If, after a period of several years of operation, the circumstances change and the course is not operating at a profit for the town, or the townspeople determine that the temporal sharing of uses is not adequately addressing the needs of the community for a broader series of uses at the site, then the town can convert the site to other uses. There appears to be little financial risk to continuing the operation while the town considers all future options for the site. On the other hand, if the town decides to cease golf operations now, and then decides later to return to this option, there would be significant costs to restoring the course.

The existing lease provides for “special event days”; the town should take full advantage of this provision and plan seasonal special events to draw more residents to the site. Future leases should include provisions for additional shoulder uses (e.g., limited hours for other uses such as specified walking/jogging trail).



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## Appendices

The following Appendices are included in this report to provide additional information:

- 1) Maps of the Maynard Country Club property
- 2) Agenda for 9/27/12 meeting with Maynard boards and staff
- 3) Meeting flyers for Visioning sessions
- 4) Agenda and notes from October 10 Visioning session
- 5) Agenda and notes from October 20 site walk
- 6) Agenda and wall charts used in (and updated during) December 5, 2012 public forum
- 7) PowerPoint Presentation and Keypad polling results from December 5 forum
- 8) Initial results of survey of managers of other golf courses
- 9) Community Preservation Fund Allowable Spending Purposes chart
- 10) RFP for Maynard Country Club operations 2012
- 11) Minimum Specifications for Maintenance, (Excerpts)
- 12) Sterling Golf contract with Town of Maynard for Maynard Country Club, 2012
- 13) 2012 Maynard Golf Course Operations Report
- 14) Golf's Pyramid of Influence 2012, National Golf Foundation

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## **Appendix 1**

### **Maps of Maynard Country Club Property**







# Maynard Country Club Site Soils







## **Appendix 2**

**Agenda for Meeting with Maynard Boards and Staff**

**9/27/12**

## **Maynard Country Club Re-Use discussions with Staff and Boards 9/27/12**

Prepared by Metropolitan Area Planning Council

- 1) Introductions of participants and statements of their interest/association with the MCC site
- 2) Review of the MCC Maps
  - a. Wetlands, River Protection Zones (what is the status of this stream?), Zoning of the site and abutting lands, Groundwater Recharge regulations, other?
  - b. Confirmation of boundaries, resources, assets/issues, abutters concerns
- 3) Re-Use Concepts:
  - a. Review of concepts included in MCC application
  - b. Additional ideas for possible uses at MCC site
  - c. Locating the proposed uses on the maps
  - d. Determination of preferred options: consensus or polling
- 4) Discussion of constraints
  - a. Physical, infrastructure, financial
  - b. Legal -
    - i. due to purchase with CPC funds
    - ii. agreement that a portion must be used as open space
- 5) Plan for the October 10, 2012, 7:00PM visioning discussion
  - a. Introduction
  - b. Multiple maps at breakout tables for small group location-based discussions
  - c. Prioritizing concepts/locations
  - d. Report out from small groups to overall group
- 6) Plan for October 20, 2012, 2:00PM site walk
- 7) Plan for gathering anecdotes and ideas, as well as feedback on initial visioning discussion
  - a. Use of web site to gather data; possible web survey

## **Appendix 3**

**Flyers for Maynard Golf Course Re-Use Committee**

**Public Programs**

**2012**

# What do YOU think we should do with the old Maynard Country club?

- Recreational fields?
- Golf course?
- Affordable housing?
- Community gardens?
- Walking trails?



You are invited to participate in two upcoming events to help plan for the future of this 60+ acre town-owned site:

## **October 10, 7:00 – 9:00 p.m.**

**Maynard Country Club Clubhouse, 50 Brown Street, Maynard**

Participants will propose, discuss and prioritize their initial ideas and goals for the future uses of the site.

## **October 20, 2:00 - 4:00 p.m.**

**Maynard Country Club Clubhouse, 50 Brown Street, Maynard**

Walk approximately 1.25 miles around the country club site, while examining the environmental conditions and discussing the potential future uses for each area of the property. *Wear comfortable shoes and dress appropriately for the weather!*

For more information, visit the Town of Maynard web site at [www.townofmaynard-ma.gov](http://www.townofmaynard-ma.gov), or contact Mark Racicot at the Metropolitan Area Planning Council at [mracicot@mapc.org](mailto:mracicot@mapc.org) or 617-451-2770, ext. 2063.



Interpretation or assisted listening devices may be available upon request. Please contact Mark Racicot or visit [MAPC.org/accessibility](http://MAPC.org/accessibility) for more information about accessibility accommodations.

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These programs are sponsored by the Maynard Country Club Re-Use Advisory Committee. Meeting facilitation and environmental analysis are being undertaken by the Metropolitan Area Planning Council, under a grant to Forterra and the Massachusetts Smart Growth Alliance from US EPA's Office of Sustainable Communities through the Building Blocks for Sustainable Communities Program.

# Maynard Country Club: 60 acres of opportunity

**We are looking for your good ideas to help plan for the future of the 60+ acre town-owned Maynard Country Club site.**



**December 5, 7–9 PM**

**Fowler Middle School Library**

**3 Tiger Drive, Maynard**

What should the future be for this part of our community? What's the potential for recreational and athletic uses, neighborhoods, & business? Come hear ideas proposed at earlier meetings by your friends and neighbors, explore other possibilities, and join the conversation that will help guide the future of this site.

**For more information, visit [TownOfMaynard-ma.gov/committees/mgcrc](https://TownOfMaynard-ma.gov/committees/mgcrc) or contact Mark Racicot at [mracicot@mapc.org](mailto:mracicot@mapc.org) or 617-451-2770, ext. 2063.**



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## **Appendix 4**

### **Agenda and Notes from Maynard Golf Course Re-Use Committee**

#### **Public Forum**

**10/10/12**

These programs are sponsored by the Maynard Country Club Re-Use Advisory Committee. Meeting facilitation and environmental analysis being undertaken by the Metropolitan Area Planning Council, under a grant to Forterra and the Massachusetts Smart Growth Alliance from US EPA's Office of Sustainable Communities through the Building Blocks for Sustainable Communities Program

Initial Discussion of Options for Re-Use of Maynard Country Club Site  
Hosted by Maynard Country Club Re-Use Advisory Committee  
October 10, 2012  
7:00 – 9:00 PM

- |         |   |
|---------|---|
| 7:00 PM | Walk-around: Participants are invited to review the maps, walk around outside the clubhouse, and become familiar with the site  |
| 7:10 PM | Welcome by Bill Freeman, Chair, Maynard Country Club Re-Use Committee<br>Introduction to the Committee, the timeframe for the project, and the current uses of the site |
| 7:25 PM | Introduction of MAPC and presentation of information related to the site<br>Role of MAPC, funding of the technical assistance, discussion of site features              |
| 7:40 PM | Small Group Discussions<br>Brainstorming and discussion of ideas for uses for the site and establishment of initial thoughts on those most supported                    |
| 8:10 PM | Report back to larger group regarding the discussions   |
| 8:20 PM | Review of schedule for remainder of fall 2012<br>Invitation to October 20 site walk<br>November follow-up forum   |

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## **BRAINSTORMING GROUND RULES**

- ❖ All attendees are equal in importance this evening. Nobody's opinion is more valuable than the opinion of another person.
- ❖ Everyone is encouraged to speak
- ❖ All ideas should be treated with respect; there are no right/wrong ideas or answers
- ❖ The first time a person speaks, (s)he should state his/her name and affiliation
- ❖ One person should speak at a time
- ❖ Ideas should be addressed to the facilitator
- ❖ Try not to use acronyms or abbreviations
- ❖ Ideas should be written as the speaker intends
- ❖ Please limit speaking to 1 minute, to allow time for all to speak
- ❖ There are no set outcomes

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**October 18, 2012**

**To: Maynard Country Club Re-Use Advisory Committee**  
**From: Mark Racicot, Director, Land Use Division, Metropolitan Area Planning Council**  
**Re: Results of the 10/10/12 Community Forum regarding possible uses for the Maynard Country Club site**

The following transcription of the notes from the group discussions held at the October 10, 2012 initial forum have been sorted to reflect the initial thoughts from the participants regarding the ideas raised at the meeting. As noted during the event, this initial sorting was meant to only provide a rough approximation of relative support for the concepts raised. The ideas contained in this document for re-use will continue to be discussed, and added to, at the upcoming 10/20/12 site walk and at a future town-wide forum to be scheduled for late November or early December. It is at this last meeting that we will place additional emphasis on obtaining the priorities of the residents and business owners of Maynard, in advance of writing the final MAPC report to the Committee.

#### **GROUP #1**

##### Desired uses, with initial measure of support for each

- 13 – Winter uses, cross country skiing, sledding, temporary skating rink
- 11 – Expand Clubhouse for functions
- 9 - Maintain as a golf course
- 9- Community pool
- 7 - Multi-Use Athletic Fields (soccer, baseball, football, lacrosse)
- 7 – Profit making mode generate revenue
- 4 – Community supported agriculture
- 4 – Par 3 golf course
- 4 – Community Gardens
- 3 – Open space/Nature trails
- 2 – Condominiums – limited number with golf course
- 2 – Consider selling Acton portion to Acton

##### Additional Comments

- 2012 Good year for golf course – 2004 semi private/private
- Not only Maynard residents
- Athletic Fields needed
- Promoting Clubhouse as Function Hall
- 9 Hole Golf Courses Research
- 10 years ago much better
- Other municipally-owned courses (to research)
  - Duxbury, Chelmsford

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## Group #2

### Desired uses, with initial measure of support for each

- 8- Stay as golf course (could take out hole for other uses)
- 7- Outside pool added (maybe move 1<sup>st</sup> fairway) (could be revenue generator)
- 6- Walking trail around perimeter (connect to rail trail) – could generate revenue in winter (x-country)
- 6 – great restaurant (concern re: competing with downtown)
- 6- Ice Skating on pond
- 5 – Solar incorporated
- 5 - Community gardens/local agriculture
- 5 – Conservation land or other actions (supportive of biodiversity and protection of groundwater)
- 5- Sledding
- 4- Golf programs for kids (no carts)
- 3 – Community Center – possibly including income generating activity like bike repair
- 3 – Site like actions Nara Park (active recreation camps, outdoor concerts)
- 3 – Generate revenue as function space (e.g., weddings/but expansion needed)
- 3 – Revenue generating farm/CSA
- 2 – Garden/farming demonstration/education /Community supported agriculture farm

### Additional Comments: - Principles to follow in reuse

- Tax concerns – don't want property taxes to rise a lot
- Improves local economy
- Supports biodiversity
- Protects groundwater
- Is revenue-generator
- Is economically accessible
- Is physically accessible to all
- "One hole theory" if keep golf course could take 1 hole for other uses
- Is accessible by multiple modes of transportation (e.g., shuttle)
- Use of renewable energy maximized

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### **Group #3**

#### Desired uses, with initial measure of support for each

- 11 – Keep the course as it is + add possible non-conflicting uses
- 9 – Trails for X country skiing, snow shoeing + hiking + running (Perimeter trail)
- 8 – Use by the golf team
- 8 – Driving Range
- 8 – Outdoor skating area
- 7 – Sledding + tubing
- 7 – Swimming Pool
- 7 – Change to smaller Par 3 to fit other uses onto the site
- 6 – Add more amenities to club to draw more users
- 3 – Community Garden Area
- 3 – Seminars/Educational Programs
- 3 – Golf instructed programs
- 3 – Secondary Dog Park
- 3 – Arboretum
- 2 – Community center / senior center
- 2 – Cross country + track + field Uses / training
- 2 – Outdoor concerts on the 1<sup>st</sup> hole fairway
- 1 – Good restaurant
- 1 – Athletic Fields
- 1 – Affordable Housing
- 1 – Bass pond – use existing pond
- 0 – Frisbee Golf (perhaps at night?)

#### Existing Clubhouse Uses, with initial measure of support for each (as part of larger sorting):

- 7 – Functions - Parties/weddings etc.
- 4 – Restaurant/Bar
- 4 – High school golf team
- 4 – Golf leagues
- 3 – Golf Tournaments
- 1 – Meeting spaces for community groups
- 1 – Fundraising location
- 1 – High school + B+G Club Awards Banquet
- 0 – Knitting craft groups

#### Additional Comments:

Make sure uses don't lose \$  
Will other ideas cost a lot to implement?  
Is the GC currently making \$?  
Go slow in adding uses to the property

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#### **Group #4**

##### Desired uses, with initial measure of support for each

- 10 – Golf course, just like it is now
- 8 – X-country ski trails + walking trails
- 5 – Ensure whatever is done that is energy efficient + low water use
- 5 – Bike Rentals
- 5 – Pool
- 4 – Park space for a variety of uses – Frisbee, archery, badminton
- 4 – A connection to the rail trail
- 4 – Music stage for concerts
- 4 – A space for everyone – all ages, non-competitive games etc.
- 4 – Children's Playground (all ages)
- 4 – Mini golf
- 4 – Expanded recreation Center including golf
- 3 – Community Garden
- 3 – Senior Center
- 2 – Youth Center
- 2 – Bike trails
- 2 – Ensure from beginning everything is ADA accessible
- 2 – Driving range
- 2 – Town beach
- 2 – Solar energy farm
- 1 – Water spray park
- 1 – Skateboard park
- 1 – Small hotel with function space
- 1 – Fruit trees, edible landscape
- 1 – Art Exhibits / Installations
- 1 – Fair Grounds
- 1 – Restaurant
- 1 – Affordable housing
- 1 – Indoor basketball courts
- 1 – Indoor racquetball courts
- 1 – Tennis Courts
- 1 – Picnic Pavilion
- 0 – Dog park
- 0 – take into account needs of surrounding towns
- 0 – SPA resort
- 0 – Zoo
- 0 – Snowmobile trails
- 0 – Camping Tent Sites

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## **Appendix 5**

### **Agenda and Facilitators' Notes**

#### **Maynard Golf Course Re-Use Committee**

#### **Site Walk/Public Input Session**

**10/20/12**

Site Walk to discuss Options for Re-Use of Maynard Country Club Site  
Hosted by Maynard Country Club Re-Use Advisory Committee  
October 20, 2012

- |         |  |
|---------|--|
| 2:00 PM | Welcome by members of the Maynard Country Club Re-Use Committee  |
| 2:10 PM | Introduction to the project and to today's event by MAPC<br>Brief description of property and review of maps<br>Brief introduction to the results of the 10/10/12 initial forum (handout)<br>Goal of today's site walk: to obtain additional ideas and to gauge initial support for<br>Location-specific concepts<br>Questions |
| 2:20 PM | Site walk and discussion of ideas (approximately 1.25 miles)   |
| 4:00 PM | Arrive back at Clubhouse   |

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## **Field notes from Maynard Country Club Site Walk 10-20-2012**

### **DRAFT 11-6-12**

Input received from 3 separate groups of participants who walked the course and reviewed potential uses:

#### **Group 1 (Mark)**

Site could possibly be used for ballfields that could be moved from other locations in town where there is not enough space for them.

Community supported agriculture, community gardens and nature trails were proposed; note that size of community gardens in Stow is on the order of 20 feet by 40 feet per plot – could get a lot of plots in a relatively small area.

Don't do anything too disruptive to the land – can keep it for future agricultural uses that way

Good that the golf course management tries to use less chemicals – maybe they should further change their management and seek National Audubon Certification.

Establishment of garden plots to the left of 1<sup>st</sup> Fairway would be very expensive, because would need a very high fence (100"+-) to protect gardeners from golf balls that are hit into that area from the first tees.

Could shorten the course from existing par 3, 4 and 5 holes to a par 3 course, but this would take away from the viability of the course, would make it into a course that the Maynard High School Golf Team could not use for competitions, and would be very expensive to make the changes (on the order of \$100,000 per hole to change around the course for each green moved).

Would be nice if there were a BBQ/picnic area somewhere on the course for non-golfers to be able to use the area.

Add sledding to several locations in the winter time.

Add uses to enable non-golfers to be able to appreciate the course.

At several times and in several locations during the course tour, in response to questions/proposals, the Golf staff noted danger of having non-golfers on the course during the time that the course is being used for golf – too many stray golf balls – very dangerous; a much better (safer) option is to close down the course at times to enable use by non-golfers.

If jogging trails or winter cross country ski/snowshoe trails are established, would be good to have these run through both the fields and the woods to allow for diversity of landscape on the trail.

Skating area – probably could not use ponds - ice too inconsistent. Better to set up rink on flat area near ponds and pump water from ponds to shallow rink to freeze.

Course has rented out fairways for events in the past (weddings, etc.). When this occurs, golfers go around the particular fairway or the course is just shut down. Rentals must cover cost of lost golf revenue.

If add a pool to the site, would likely need additional parking to handle the extra visitors. Parking sufficient for golf or for events, but not for both at this time.

Several individuals indicated strong interest in making the course more accessible to more residents of the community.

Several participants indicated that the town should take its time in reviewing and discussing options. The fact that the golf course is maintaining the property now just keeps all options open for the town for the future.

The fact that the golf course management is also paying the town \$50,000 is also a benefit, since converting to other uses might not generate similar amounts of gross revenue to the town and may cost the town more to maintain the site.

### **Group 2: (Ina)**

Limited parking at MCC for large events – would need to have off-site parking and shuttle people to the site.

Safety of access from the bike trail – would need to mark crossing to make safe. Also need bike racks at the MCC site.

1) First Fairway Slope: Use for sledding: The stone wall at the bottom of the slope was a concern- this area would need to be hay-baled off for safety

Use for event: would need electricity to event space area/stage area. Area would be good for stargazing.

Practice space to right of first fairway – potential for use of this space (or relocation of fairway to make room for other uses).

2) Use of area to the left of the 1<sup>st</sup> fairway for garden plots: Concern about runoff from roads and the chemicals used to maintain the golf course. Also, could not use (due to safety concerns) when course was in use – too many balls hit into this area.

Concept of a perimeter trail was well liked. However, there were a number of areas where there did not appear to be enough room around the edges of the course for establishment of a perimeter trail that would be outside of non-safe area (i.e., outside of where a ball could be hit). Questions also raised about how to safely keep active children on the trails and away from golf areas if using at the same time course is open.

3) Could structure hours for public use versus golf course uses –

Use as a Frisbee or disc golf course

Any possibility of use by horses on perimeter trail?

Concerns raised about difficulty of mixing of uses on the course – potential for damage.

4) lots of wildlife crossing through the course areas near wetlands areas adjacent to northwest side.  
Drawback of golf usage: fewer people can use the course at a time – numbers of golfers more limited than could be on the same site if it were not used for golf (e.g., just having it open for walking)

5) Ponds - no flow. May not be suitable for fishing – also dangerous to fish here when golf is being played. Ponds are generally too small for skating.

6) new Acton Green cost \$75,000 to build, to extend par for the hole.  
Potential costs: \$15,000 for tee box, \$20,000 for green)

10) Good for gardens – sunny area.  
Concept of use for affordable housing not well supported no housing authority to run the housing.  
Could move maintenance building over to here providing more room around club house for other uses (more parking, pool, etc.).

11) another good sledding area

13) good sledding hill – also, someone could pay the town to have a ski rental business and they could operate groomed cross-country ski trails

14) add an outdoor deck/porch to enhance viability of restaurant –

Possible Use of grazing of sheep to assist in course maintenance?

### **Group 3: (Rosemary)**

1) Support for sledding hill in first fairway area. Also a good spot for star gazing. Less support for concept of performance space. The clubhouse could provide public meeting space.

2) Bottom of slope: not sure that the soils are good enough for use of this area as community garden spaces. Also not enough buffer from road salt and from road noise – would need more trees

3) Much support for concept of perimeter trail. Need any trail to be safe from golfers – tricky to use trail w/o being hit by balls

5) Support for concept of ice skating on pond, but a bit of a walk from the clubhouse.

6A area is a fast sledding hill but there are trees at the bottom

6B area – habitat enhancement possibilities along stream – could enhance by appropriate plantings.

7) Could shorten the green from Acton to enhance perimeter trail possibility, would still allow for a par

4. This would still allow high school to use the course for competitions.

Between areas 5 – 8 possibility of additional wildlife habitat enhancements

Encourage golf compatible sports (Frisbee golf)

Add habitat enhancements - maybe for grassland bird species, and along streams

There is nowhere to swim in Maynard

Could be conflicts in the popular times between walking and golfing (e.g., walkers and golfers both might want to use the course early in the morning).

10) discussion of pros and cons of cutting trees down for community gardens along Concord road. But there could be parking installed on the flat area where the course's equipment is currently located.

Pesticides/fertilizers: course is not run organically but run as a curative rather than preventative plan, so tends to use less chemicals

13) not a good sledding hill

14) support for pool if it did not cost town a lot and if it does not add a lot of parking.

**Appendix 6**

**Agenda and Wall Charts for**

**Maynard Golf Course Re-Use Committee**

**Public Program**

**12/5/12**

These programs are sponsored by the Maynard Country Club Re-Use Advisory Committee. Meeting facilitation and environmental analysis being undertaken by the Metropolitan Area Planning Council, under a grant to Forterra and the Massachusetts Smart Growth Alliance from US EPA's Office of Sustainable Communities through the Building Blocks for Sustainable Communities Program

Continuing Discussion of Options for Re-Use of Maynard Country Club Site  
Hosted by Maynard Country Club Re-Use Advisory Committee  
December 5, 2012, 7:00 – 9:00 PM



- |         |   |
|---------|---|
| 7:00 PM | Walk-around: Participants are invited to review the maps and posters summarizing the results from October 10 forum and October 20 site walk   |
| 7:10 PM | Welcome by Bill Freeman, Chair, Maynard Country Club Re-Use Committee   |
| 7:20 PM | Introduction and role of MAPC role in the project<br>Brief review of Country Club site features   |
| 7:25 PM | Current uses/status of the Golf Course operation  |
| 7:30 PM | Discussion of potential future uses:<br>Use limitations based upon use of CPA as acquisition funding<br>Ideas raised to date for additional/alternative uses  |
| 7:35 PM | Solicitation of ideas for potential alternative or additional uses  |
| 8:00 PM | Review and discussion of alternative future scenarios, including potential impacts.<br>Discussion, clarification of scenarios, and listing of additional likely impacts.<br>Straw poll related to potential future scenarios. |
| 8:55PM  | Invitation by Committee Chairman for continued public participation as Committee continues its review of options  |

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# **Future Uses suggested during October forum and site walk:**

## **1 - Agriculture related:**

- Community supported agriculture farm
- Community gardens/local agriculture
- Garden/farming demonstration/education
- Revenue generating farm
- Fruit trees, edible landscape
- Keep land for future agricultural use if needed; don't do anything too disruptive with it in the meantime that would prevent future agricultural use
- Agricultural Tourism uses – corn/hedge maze etc.
- Farming of medical marijuana

## **2 - Athletic Field Related:**

- Multi-Use Athletic Fields - soccer, baseball, football, lacrosse
- Ballfields, to move them from other areas of town where they don't fit

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## Future Uses suggested during October forum and site walk:

### 3 - Broad Parkland related:

- Make the site more accessible to more members of the community by expanding uses
- For large events, might need off-site parking with shuttle to the site
- Site like Acton's Nara Park (active recreation camps, outdoor concerts)
- Park space for a variety of uses – Frisbee, archery, badminton
- Music stage for concerts or outdoor concerts on the 1<sup>st</sup> fairway
- A space for everyone – all ages, non-competitive games etc.
- Children's Playground (all ages)
- Mini golf
- Expanded recreation Center including golf
- Tennis Courts
- Picnic Pavilion
- Dog park
- Skateboard park
- Bass pond – use existing pond
- Fair Grounds
- Frisbee Golf (perhaps at night?)
- Zoo
- Camping Tent Sites for youth groups
- SPA resort (*probable CPA conflict*)
- BBQ/picnic area – permanent tables for chess/checkers
- Star Gazing
- Connection to Artspace Maynard – Sculpture installations
- Horse trails/riding lessons
- Aroma therapy garden

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## Future Uses suggested during October forum and site walk:

### 4 - Environmental Conservation related:

- Open Space/Conservation land
- Other actions/uses supportive of, or which enhances, biodiversity and protection of groundwater
- Arboretum
- Nature trails
- Wildlife habitat enhancements, in particular for grassland species and along wetlands and streams
- Environmental education/outdoor classroom/summer camps e.g., like Drumlin Farm but with agricultural emphasis

### 5 - Trail Related:

- Walking trail around perimeter
- A connection to the rail trail
- Bike Rentals
- Cross country + track + field Uses / training
- Bike trails
- Regardless of any other decisions for use of the site, establish a sidewalk along the entire length of the site along Brown Street
- Parking for the Rail Trail

## Future Uses suggested during October forum and site walk:

### 6 - Clubhouse Uses:

- Expand the Clubhouse for use by functions
- Promoting Clubhouse as Function Hall for parties, weddings etc.
- Quality Restaurant/Bar open to the public
- Seminars/Educational Programs
- High school golf team
- Golf leagues
- Golf Tournaments
- Meeting spaces for community groups
- Public meeting space for town (MFA, Historical Society)
- Fundraising location
- High school + Boy's & Girl's Club Awards Banquet
- Community Center – possibly including income generating activity like bike repair
- Senior Center
- Youth Center
- Knitting craft groups
- Indoor basketball courts
- Indoor racquetball courts
- Art Exhibits / Installations
- Tea Room (for High Tea)/Ballroom
- Memorial/bereavement events for golfers

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## Future Uses suggested during October forum and site walk:

### 7 - Golf Related:

- Maintain as a Golf Course, as it is, and add possible non-conflicting uses
- Driving range
- Golf programs for kids (no carts)
- Use by the High School golf team
- Golf instruction programs
- Shorten to a par 3 course, to fit other uses onto the site, but this has implications for lease income, viability, use by school golf team, etc.
- Could structure hours for golf course use vs. use by other public, to open up use by more residents, but there were concerns about potential damage to course by non-golf members (for instance, walking/running across greens)
- Manage the course to support more wildlife usage; continue approach to low use of pesticides; perhaps seek Audubon certification
- Could shorten the hole that includes the green in Acton (shorten to a par 4 from a 5 – this would still enable use by High School Golf for competitions); this could open up possible alternative uses for the existing green area (perimeter trail, etc.)
- Portions of course were rented out for events in past, and charges covered lost golf revenues during time of rental
- Area for Town Uses along Rte 27 – make the first fairway narrower to provide space.
- Establish 3 or 4 hole course

## Future Uses suggested during October forum and site walk:

### 8 - Housing related:

- Condominiums – limited number with golf course (*possible CPA funding conflict*)
- Affordable housing
- Small hotel with function space (*CPA funding conflict*)

### 9 - Pool/Water related:

- Community Swimming Pool/Town beach
- Water spray park
- Simultaneous use of pool and golf might exceed parking lot capacity and would require additional parking lot construction

## **Future Uses suggested during October forum and site walk:**

### **10 - Winter/Off Season Uses**

- Sledding and tubing
- Trails for X-country skiing, snow shoeing + hiking + running (Perimeter trail)
- Ice Skating on pond (*but ice quality issues*) or temporary skating rink
- Snowmobile trails
- Coffee/hot chocolate sales at Clubhouse
- X-Country Ski rentals at clubhouse

### **11 - Energy related:**

- Solar (for on-site use) incorporated into design
- Solar energy farm (for off-site use)(possible CPA conflict)
- Passive Wind Turbine

## **Additional Goals, Principles and Concerns suggested to date for MCC Site:**

### **12 - General Principles to follow in reuse:**

- Tax concerns – don't want property taxes to rise a lot
- Improves local economy
- Supports biodiversity
- Protects groundwater
- Is revenue-generator
- Is economically accessible
- Is physically accessible to all, including all ages
- "One hole theory" if keep golf course could take 1 hole for other uses
- Is accessible by multiple modes of transportation (e.g., shuttle)
- Use of renewable energy maximized
- Town should take its time in reviewing options for the site. The fact that the golf course is maintaining the property now and paying a lease keeps all options open for the town for the future
- Safety – simultaneous use of site by golf and non-golf uses can be very dangerous due to stray golf balls

These programs are sponsored by the Maynard Country Club Re-Use Advisory Committee. Meeting facilitation and environmental analysis being undertaken by the Metropolitan Area Planning Council, under a grant to Forterra and the Massachusetts Smart Growth Alliance from US EPA's Office of Sustainable Communities through the Building Blocks for Sustainable Communities Program

## **Additional Goals, Principles and Concerns suggested to date for MCC Site:**

### **13 - Fiscal and resource efficiency:**

- Profit making mode – uses should generate revenue
- Town should evaluate whether other use ideas would cost a lot to implement?
- Make sure uses don't lose money
- Is the Golf Course currently making money?
- Go slow in adding uses to the property
- Ensure whatever is done that is energy efficient + low water use
- Take into account needs of surrounding towns
- Consider selling the Acton portion to Acton
- Ensure from beginning everything is ADA accessible
- Committee should investigate whether all of the uses suggested during the public forums, site walks and through email are viable financially

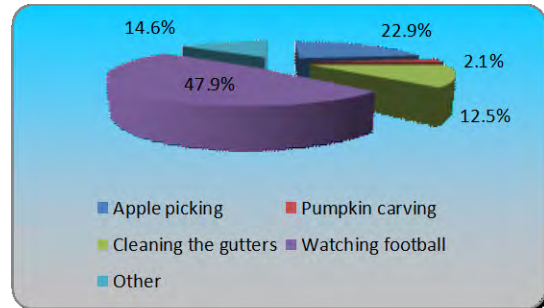
### **14 – Additional ideas issues from 12-5-12 forum that did not fit well within other categories:**

- Consider using part of the site for other municipal uses (e.g. fire station along Route 27)
- Sell the golf course to a group that would run it as a course
- Investigate and apply for grant funds available to maintain a historical golf course (1921 design)
- Investigate moving the Acton/Maynard town line to go along property boundary
- As an alternative to moving town line, place a conservation restriction on the portion of the course in Acton to lessen/eliminate real estate taxes paid to Acton for this land
- Promote downtown Maynard to the users of the Golf Course via flyers/advertisements

**Appendix 7**  
**Results of Keypad Polling from**  
**Maynard Golf Course Reuse Committee Public Forum**  
**12/5/12**

## Results of Keypad Polling – 12/5/12 Forum

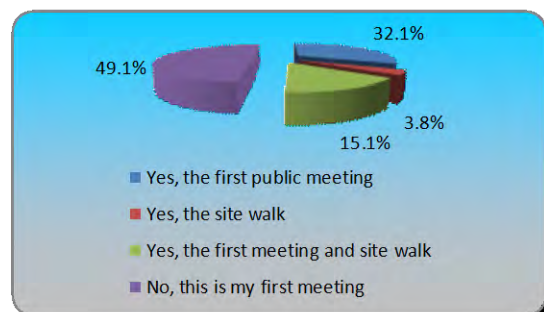
<b>1.) What is your favorite fall activity? (multiple choice)</b>	<b>Responses</b>	
Apple picking	11	22.92%
Pumpkin carving	1	2.08%
Cleaning the gutters	6	12.50%
Watching football	23	47.92%
Other	7	14.58%
<b>Totals</b>	<b>48</b>	<b>100%</b>



<b>2.) Do you play golf? (multiple choice)</b>	<b>Responses</b>	
Yes, once a week	18	36%
Yes, once a month	4	8%
Yes, a few times a year	5	10%
I do not play golf	23	46%
<b>Totals</b>	<b>50</b>	<b>100%</b>



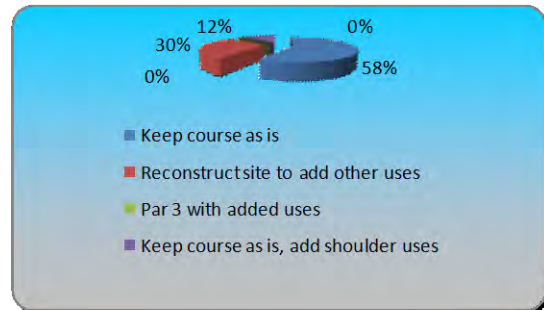
<b>3.) Have you attended a previous meeting on this project? (multiple choice)</b>	<b>Responses</b>	
Yes, the first public meeting	17	32.08%
Yes, the site walk	2	3.77%
Yes, the first meeting and site walk	8	15.09%
No, this is my first meeting	26	49.06%
<b>Totals</b>	<b>53</b>	<b>100%</b>



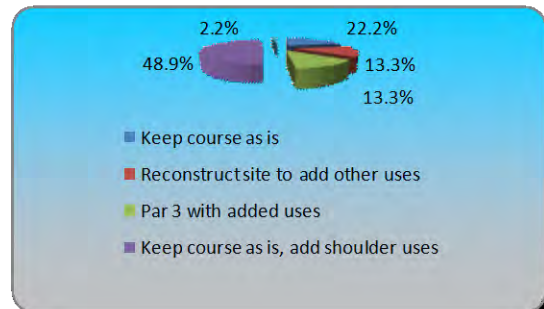


**4.) What is your top preference? (multiple choice)****Responses**

Keep course as is	29	58%
Reconstruct site to add other uses	15	30%
Par 3 with added uses	0	0%
Keep course as is, add shoulder uses	6	12%
Scenario 5	0	0%
<b>Totals</b>	<b>50</b>	<b>100%</b>

**5.) What is your second preference? (multiple choice)****Responses**

Keep course as is	10	22.22%
Reconstruct site to add other uses	6	13.33%
Par 3 with added uses	6	13.33%
Keep course as is, add shoulder uses	22	48.89%
Scenario 5	1	2.22%
<b>Totals</b>	<b>45</b>	<b>100%</b>

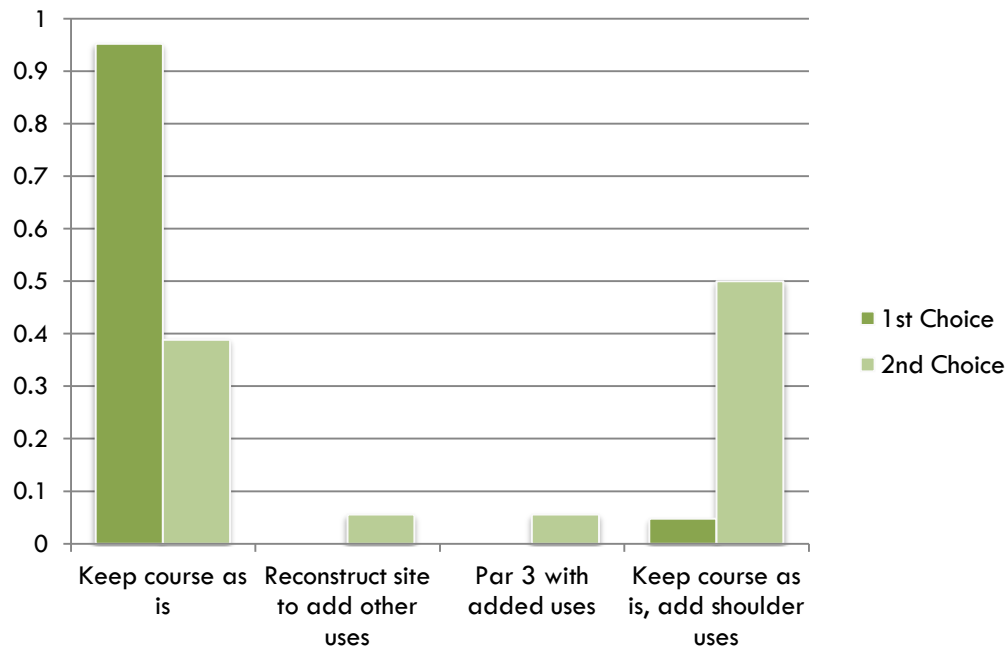


<b>Maynard Golf Course Reuse Analysis</b>				
<b>Scenario choices versus whether a respondent played golf</b>				
The use of keypad polling enables cross tabulation of answers to different questions by an individual who uses the same keypad to answer several different questions. For instance, in the case of the Maynard Golf Course discussions, it enables the preferences expressed by respondents for future uses of the site to be compared in relation to whether the same respondent indicated that they played golf. In this way, analysis can be made relating to sub-populations of respondents, in this case, golfers versus non golfers.				
<b>How would you like the site used in the future?</b>				
<b>1st choice</b>				
Do you play golf?	Keep course as is	Reconstruct site to add other uses	Par 3 with added uses	Keep course as is, add shoulder uses
Yes, once a week	64%	0%	0%	17%
Yes, once a month	16%	0%	0%	0%
Yes, a few times a year	4%	14%	0%	17%
I do not play golf	16%	86%	0%	67%
Total	100%	100%	0%	100%
Regular Golfers	80%	0%	0%	17%
Not Regular Golfers	20%	100%	0%	83%
<b>How would you like the site used in the future?</b>				
<b>2nd choice</b>				
Do you play golf?	Keep course as is	Reconstruct site to add other uses	Par 3 with added uses	Keep course as is, add shoulder uses
Yes, once a week	75%	17%	17%	37%
Yes, once a month	13%	0%	0%	11%
Yes, a few times a year	13%	0%	17%	11%
I do not play golf	0%	83%	67%	42%
Total	100%	100%	100%	100%
Regular Golfers	88%	17%	17%	47%
Not Regular Golfers	0%	83%	67%	42%
<b>Note: For purposes of the above charts, "Regular Golfers" are those who play at least once per month, and "Not regular Golfers" are those that play only a few times per year or not at all</b>				
<b>Interpreting the chart - First Choice:</b>				
Of the participants that said their First Choice was to keep the course as it is, 64% golfed once per week, and 16% golfed once per month, 4% golfed a few times per year, and 16% did not golf.				
Conversely, among those whose first choice was to reconstruct the property for other uses, 85% did not golf, 14% golfed once per year, and NONE golfed weekly or monthly.				
No one indicated their first choice was to change the course into a par 3 course				
Among those that wanted to keep the course as it was and add some shoulder uses, 17% golfed weekly, and a similar number golfed a few times per year, but the majority (67%) were non golfers.				
<b>Interpreting the chart - Second Choice:</b>				
Of the participants who indicated their second choice was to keep the course as it is, 75% golfed weekly, 12% golfed monthly and a similar number golfed several times per year. No non-golfers selected this choice				
Of those whose second choice was to reconstruct the site for other uses, 83% were non golfers, and 17% golfed weekly				
Those who selected changing the course to a par 3 consisted 17% of weekly golfers, 17% of individuals that golfed several times per year, and 67% non-golfers				
Of those who selected Keeping the course as it is while adding shoulder uses, 37% golfed weekly, 11% golfed monthly 11% golfed several times per year, and 42% were non-golfers				

The following tables and charts illustrate an alternative way of looking at the same set of data. In this case, the data is analyzed based upon the question “What were the future choices selected by golfers versus non-golfers?” for a first and second choice scenario.

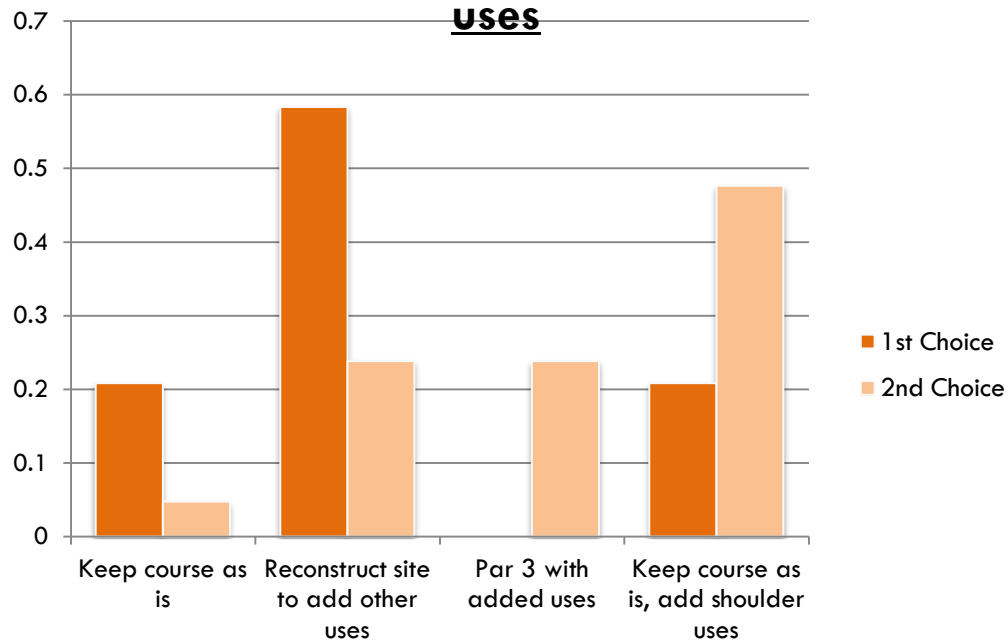
4.) What is your top preference? (multiple choice)						
	Keep course as is	Reconstruct site to add other uses	Par 3 with added uses	Keep course as is, add shoulder uses	Total	
Yes, once a week	16	0	0	1	17	
Yes, once a month	4	0	0	0	4	
Yes, a few times a year	1	2	0	1	4	
I do not play golf	4	12	0	4	20	
	Keep course as is	Reconstruct site to add other uses	Par 3 with added uses	Keep course as is, add shoulder uses	Total	
Yes, once a week	94%	0%	0%	6%	100%	
Yes, once a month	100%	0%	0%	0%	100%	
Yes, a few times a year	25%	50%	0%	25%	100%	
I do not play golf	20%	60%	0%	20%	100%	
ALL	56%	31%	0%	13%	100%	
5.) What is your second preference? (multiple choice)						
	Keep course as is	Reconstruct site to add other uses	Par 3 with added uses	Keep course as is, add shoulder uses	Scenario 5	Total
Yes, once a week	6	1	1	7	0	15
Yes, once a month	1	0	0	2	0	3
Yes, a few times a year	1	0	1	2	0	4
I do not play golf	0	5	4	8	1	18
	Keep course as is	Reconstruct site to add other uses	Par 3 with added uses	Keep course as is, add shoulder uses	Scenario 5	Total
Yes, once a week	40%	7%	7%	47%	0%	100%
Yes, once a month	33%	0%	0%	67%	0%	100%
Yes, a few times a year	25%	0%	25%	50%	0%	100%
I do not play golf	0%	28%	22%	44%	6%	100%
ALL	20%	15%	15%	48%	3%	100%

### **Regular Golfers choices for future uses**



*Regular Golfers identified as participants who play golf once a week or once a month.*

### **Non-regular Golfers choices for future uses**



*Non-regular golfers identified as participants who play golf a few times a year or do not play golf.*

**Appendix 8**  
**Initial results of Survey**  
**Of Municipal Golf Course Managers**

		<b>Agawam</b>	<b>Braintree</b>	<b>Brookline (Robert T. Lynch)</b>	<b>Cambridge - Fresh Pond</b>	<b>Peabody - The Meadow</b>
Contact		Tony Roberto	Daryn Brown	Michael Murphy	Robert Carey	Peter Cronan
Number		413 786-2194	781 843-6513 Ext. 5 781 589-5433 cell	617 739-7693 617 879-5684	617 349-6282	978 532-9390
e-mail		<a href="mailto:troberto@agawamgc.com">troberto@agawamgc.com</a>	<a href="mailto:dbrown@braintreeema.gov">dbrown@braintreeema.gov</a>		<a href="mailto:rcarey5858@comcast.net">rcarey5858@comcast.net</a>	<a href="mailto:peter.cronan@comcast.net">peter.cronan@comcast.net</a>
Acreage		Couple of hundred acres.	165 but a lot of water/woods	130	54 acres and 15 of that is environmentally sensitive.	259
9 or 18		18	18	18	9	18
Par for the course		71	72	71		71
Facilities?			Pro shop, Fairway Café	Pro shop, Vine Ripe Grill	Pro shop	Club house, Grille
Who manages?		Town	Town	Under the recreation department	There is a dedicated superintendent and a crew.	City of Peabody

		Agawam	Braintree	Brookline (Robert T. Lynch)	Cambridge - Fresh Pond	Peabody - The Meadow
Why not use a management company?		He has worked for four management companies. You're paying a management fee. Better to eliminate the middleman.	Town bought in 1955. In-house mgt. since then. 6 full time employees who are union. If losing money might look for outside mgt. Part of DPW but personnl are dedicated to the golf course. Sometimes lend them out. Not interchangeable since a plow driver not the same as a fairway mower. They do use seasonal college kids. In the 80's many municipal golf courses were privatized but reversing that trend now. Towns that had mgt. companies lost control. Also found it was hard to put together bids on intangibles like dense grass.	Flip flopped a few times. Town had been running it and then had union issues so they leased it out to a few companies. But then realized that the \$ weren't going to the town so they went back to running it in-house in 2005.	Golf course has been municipal since 1932.	Mayor at the time wanted to have complete control. Johnson Management was running a course in a neaby community and having lots of probems.
<b>Restaurant</b>						
Privately run or municipal?		Club house, restaurant. They had been running the restaurant but will be leasing in the future. They have an RFP out right now soliciting bids.	They are going out to bid for an operator of the snack bar.	Bid out as a concession.	There is a small consession that is bid out.	Run by the city

		<b>Agawam</b>	<b>Braintree</b>	<b>Brookline (Robert T. Lynch)</b>	<b>Cambridge - Fresh Pond</b>	<b>Peabody - The Meadow</b>
Who maintains?		Town - Maintenance is done by 4 DPW employees but they only work on the golf course. Also 4-6 seasonal college kids.		There are seasonal employees who work just at the golf course. Maintenance is under the Recreation Department.		There is a mechanic and a grounds crew that are dedicated to the golf course. They occasionally have the tree department do some work for them or might lend equipment to the parks dept. for recreational field work.
Enterprise or general fund?		Enterprise fund. DOR monitors budgets for enterprise funds.	Enterprise fund is the only way to go. Have had one since 1986. State allows an administrative fee of 4-9% of revenue as an administrative fee to town for admin. Related to payroll, etc. \$50,000 goes to town. Price structure has to be in line with the quality of the course.	Enterprise fund.	General fund. The budget is under the Human Services Dept.	Enterprise fund. The money the course makes stays with the course.



		Agawam	Braintree	Brookline (Robert T. Lynch)	Cambridge - Fresh Pond	Peabody - The Meadow
Recent profit/loss history?		Great year this year.	Past few years have been lean. Break even right now but enough money to do maintenance. We have \$160,000 in rainy day fund. Late 80/s/90s the economy was good but the course was not in great shape because their manager not the best. Town did a search and brought in someone from the outside. In a good year they made (??) \$1.4 million.	Golf is cyclical. There has been an increase in play in the last 1.5 years. Location is a factor; Brookline is close to major population centers. It's generally a break-even proposition. They have approx. \$255,000 cushion in a rainy day fund. Last year they had a "surplus" but the year before they were short \$15,000.	Not a big money maker. They put back most profit into the course. It's primarily break-even or a 10% profit. Revenues are about \$760,000 annually.	The business is very much weather-related but they grossed \$1.5 million last year.
Length of lease?		NA	NA	NA		NA
Fixed fee or percentage?		NA	NA	NA		NA
What is fixed fee/percentage?		NA	NA	NA		NA
What is municipality liable for?		Everything. They do have a policy just for the golf course.	Everything.	Everything.		NA

		Agawam	Braintree	Brookline (Robert T. Lynch)	Cambridge - Fresh Pond	Peabody - The Meadow
IPM? Audubon certification?		Could become Audubon Certified if they re-applied. Had started the process under former superintendent but never completed.	Started to apply but didn't follow through. The program has a lot of requirements and takes a couple of years to get certification. They purchased 80 bat houses.	They do practise IPM. Not Audubon certified. It is worth it if you can do it but there are a few issues on the course that would preclude it for now.	IPM and Audubon certified.	No. Looked into it a few years ago because some local women who walked the course thought it would be a good idea but haven't moved forward with it.
Water source?		They buy water from the town. Water bill is high.	On-site irrigation ponds.	Town wells.	Little Brook nearby.	They buy water from a local business (Russello) who has 5-6 million gallon water rights and because of economy, aren't using it all. Happy to sell their excess.
Abutter conflicts?		None because golf course is large enough that there aren't close residential abutters.	The closest abutters are at the 1 and 2 hole and parts of the 17th hole. They have had a few broken windows and balls in the yard. Some residents cut down trees for a better view but opened up their yards to more damage. 1/2 abutters are golfers. The abutters to the parking lot complained about noise (early AM deliveries of fertilizer). They close the parking lot with gates during off hours. They do not put up netting. They have had some requests but no one wants to look at nets. They have also planted some trees. Sometimes it becomes a question of Neighbor A wants one solution but Neighbor D does not. Town Counsel ruling that the golf course was there before residential so some court precedent on dealing	Most residential is 75 yards across a 4 lane highway from them. Nearest residential is near the 1st hole. We try to keep the noise of mowing down.	Mostly over noise. They now have electric mowers and start mowing between 7-8 AM. Minimal problems with windows. They do have some netting up.	They are off of Granite Street which is residential. No major conflicts. They have netting on one side of the 2nd hole because that's the only location where golf balls are a potential hazard.

		Agawam	Braintree	Brookline (Robert T. Lynch)	Cambridge - Fresh Pond	Peabody - The Meadow
Injuries to golfers/non-golfers?		No	Some deaths (heart attacks), broken ankle.		Minimal.	A few incidents.
Damages to the course?		No. Is close to the police station.	Have had some problems. The problem with kids is cyclical. Occasional drinking but someone always picks up the cans they leave.			Right now not a problem. They have had some problems with kids primarily damaging signs which is minor compared to damaging greens. Mostly kids who party in nearby woods and then come on to the golf course.
Broken windows?		No				
Lawsuits?		No	No lawsuits. Towns have limited liability. No specific insurance policy for the golf course; covered under general liability.		None. No specific policy; just the general liability.	None. They don't have a separate liability policy for the course. There is a disclaimer printed on every ticket that covers the bases.
Does high school golf team use?		Yes	Public schools for free and private schools for a fee.		Yes; Rindge and Latin.	Peabody HS, Bishop Fenwick and Danvers/Saugus also use it.

		Agawam	Braintree	Brookline (Robert T. Lynch)	Cambridge - Fresh Pond	Peabody - The Meadow
Reduced fees for residents?		No; one rate only but frequent specials (for all).	There is a resident and non-resident fee.		Resident and non-resident rates	Yes. Majority of users come from out of the city; about a 60/40 split. They don't do memberships but some do because you get a chunk of money upfront.
Course rentals for charity?		Yes			Has to be a Cambridge charity. Less than 7 events per year.	Yes. They have approx. 15 fundraisers per year. They try to schedule them on Monday mornings which is traditionally a slow time for golf. Some municipalities donate the course.
Annual festivals/events (non-golf)?		No	The Mayor is a big recreation guy. They hold an annual haunted hay ride and sell approx. 700 tickets. It's run as a break-even event and run out of a separate hay ride account.			
Winter uses		None. They put up snow fences for the winter. No other uses allowed except walking. Skiing and sledding damage the tees and greens and the quality of the playing surface is what keeps people coming back to play.	Sledding happens near the 18th hole. It's not authorized but it is permitted. Part of the driving range floods - tried to develop a skating rink. Working on bull dozing to level it and putting in lights and creating a 150 by 100 foot rink. Two years ago they bought a snowmobile to tow a groomer and they are now looking for a groomer for x-c trails. There is no harm from x-c skiing and if you groom trails people will ski where you want them to. Walking in winter is fine.		No limitations - when there is snow on the ground they can ski, sled, walk. No snow fencing.	We are a public facility so we try to accommodate other uses. Sledding and cross-country skiing allowed but not promoted. It is used primarily off season by dog walkers. Dog waste is a bit of a problem. No use of ponds.

		Agawam	Braintree	Brookline (Robert T. Lynch)	Cambridge - Fresh Pond	Peabody - The Meadow
Non-winter uses			The Mayor wanted him to find a fishing spot but on the course fishing takes attention away from awareness of balls. There is one pond that is kind of out of the way so he cleared some trees, might add a dock next year. Pond has a lot of fish. Parking is in a nearby ind. park. The Mayor loves the idea of having it open to other recreational uses for non-golfers. The golf course used to be under Parks & Rec. so there is still a recreational focus. Early AM walking not OK; they open at 5:00 AM so people can play before work. Late in the evening or dusk is fine.		Nothing but golfing	They have a group of walkers who walk in the morning. They will ask the course which side (which 9) they are starting from that morning so that they don't conflict with players. The course switches which holes they start leagues on for variety.
Parking		Adequate parking.	Adequate unless there is a big event.		Inadequate parking is our #1 issue.	Approximately 215 spaces. Just enough. If event and regular golfing, sometimes need to park on the road but not a problem with neighbors

		Agawam	Braintree	Brookline (Robert T. Lynch)	Cambridge - Fresh Pond	Peabody - The Meadow
Other comments		There are 11 golf courses within 10 minutes. CT people come to play because of the price.	Night golf, special needs program, town employee cards for \$10.00 with restricted hours. Town bought a border collie for geese control. They have 15 water holes and at this time of year they have approximately 500-600 geese per night. They don't sell memberships but something called a seasonal permit. Just a different name but makes it easier to revoke a permit than take away a membership. They have had to do this a few times when a permit holder has been abusive to staff or exhibiting other bad behavior. They have 5 special needs events per year and they donate the golf course for free to a Special Needs fundraising group and the Braintree Athletic Assoc.			No use of ponds. The Meadow used to be a skating area but overgrown now. There used to be a group of municipally owned golf courses that met together yearly but not recently.
		<p>MAPC also received the following information from Department Manager at MAPC who was previously the Town Manager in North Reading: North Reading purchased the 18-hole Hillview Country Club, and set up separate leases to a golf course manager to run the course and another lessee to run the function facility. The town set this up as an Enterprise Fund under the jurisdiction of the Golf Course Commission (which is appointed by the Board of Selectmen). The facility operated efficiently and eventually had all repairs completed and built up a cushion for long-term maintenance. In order to address issues of the need for other recreational uses, the Commission bonded for the purchase of a 20+ acre farm along the river for conversion into recreational lands. The commission completed the improvements and ran that facility as well, using the surplus operating revenues from the golf course. Now, more than 20 years later, the Commission has also reached an agreement to make improvements to the school recreation fields.</p>				

	Additional Municipal Course Contacts not yet interviewed in detail							
	Lynn	Lynnfield	Newton Commonwealth	Maynard	Chelmsford	Norwood Country Club	Olde Salem Greens	Scituate
Contact	Steven Murphy	Marty McMahon					Karen Partanen	Bob Sanderson
Number	781 592-8238	781 334-9877					978 744-0180	781 544-7777
e-mail	<a href="mailto:info@gannongolfclub.com">info@gannongolfclub.com</a>	<a href="mailto:jmmcm01@aol.com">jmmcm01@aol.com</a>					<a href="mailto:kpartanen@salem.com">kpartanen@salem.com</a>	<a href="mailto:bsanderson@town.scituate.ma.us">bsanderson@town.scituate.ma.us</a>
Acreage								
9 or 18				9	9	18		
Par for the course				70		71		
Facilities?				Club house, bar, function room, Pro Shop	Driving range, clubhouse, function hall, pro shop.	Clubhouse, driving range, pro shop, cocktail lounge		
Who manages?			Sterling Golf	Sterling Golf	Sterling Golf	Sterling Golf		





**Appendix 9**  
**Community Preservation Fund**  
**Allowable Spending Purposes Chart**

**Chart 1**  
**COMMUNITY PRESERVATION FUND ALLOWABLE SPENDING PURPOSES (G.L. c. 44B, § 5)**

	OPEN SPACE	HISTORIC RESOURCES	RECREATIONAL LAND	COMMUNITY HOUSING
<b>DEFINITIONS</b> (G.L. c. 44B, § 2)	Land to protect existing and future well fields, aquifers and recharge areas, watershed land, agricultural land, grasslands, fields, forest land, fresh and salt water marshes and other wetlands, ocean, river, stream, lake and pond frontage, beaches, dunes and other coastal lands, lands to protect scenic vistas, land for wildlife or nature preserve and land for recreational use	Building, structure, vessel, real property, document or artifact listed on the state register of historic places or determined by the local historic preservation commission to be significant in the history, archeology, architecture or culture of the city or town	Land for active or passive recreational use including, but not limited to, the use of land for community gardens, trails, and noncommercial youth and adult sports, and the use of land as a park, playground or athletic field  Does <u>not</u> include horse or dog racing or the use of land for a stadium, gymnasium or similar structure.	Housing for low and moderate income individuals and families, including low or moderate income seniors  Moderate income is less than 100%, and low income is less than 80%, of US HUD Area Wide Median Income
<b>ACQUISITION</b> Obtain property interest by gift, purchase, devise, grant, rental, rental purchase, lease or otherwise. Only includes eminent domain taking as provided by G.L. c. 44B	Yes	Yes	Yes	Yes
<b>CREATION</b> To bring into being or cause to exist. <i>Seideman v. City of Newton</i> , 452 Mass. 472 (2008)	Yes	X	Yes	Yes
<b>PRESERVATION</b> Protect personal or real property from injury, harm or destruction	Yes	Yes	Yes	Yes
<b>SUPPORT</b> Provide grants, loans, rental assistance, security deposits, interest-rate write downs or other forms of assistance directly to individuals and families who are eligible for community housing, or to entity that owns, operates or manages such housing, for the purpose of making housing affordable	X	X	X	Yes, includes funding for community's affordable housing trust
<b>REHABILITATION AND RESTORATION</b> Make capital improvements, or extraordinary repairs to make assets functional for intended use, including improvements to comply with federal, state or local building or access codes or federal standards for rehabilitation of historic properties	Yes if acquired or created with CP funds	Yes	Yes	Yes if acquired or created with CP funds

**Appendix 10**  
**Request for Proposals (RFP)**  
**Maynard Country Club Operations**  
**2012**

Town.

4. **Submission of Proposals.** Both proposals (price and technical) shall be submitted in separate sealed envelopes clearly marked as either the technical proposal or the price proposal. Each proposer shall submit one original and six (6) copies and an external drive of its technical proposal and one original of its price proposal.

The name of the proposer shall be included on both envelopes. **If prices are included in the technical proposal, the entire submittal will be disqualified.** Both envelopes shall be placed in a sealed envelope, clearly marked as: **PROPOSAL TO OPERATE THE MAYNARD COUNTRY CLUB** and delivered to:

Michael Sullivan  
Chief Procurement Officer  
195 Main Street  
Maynard, MA 01754  
Phone: 978 897 1375  
Fax: 978 897 8457  
Email: msullivan@townofmaynard.net

Deadline for submission of proposals shall be **March 6, 2012 no later than 1 PM.**  
Faxed or proposals via electronic mail will not be accepted.

The procedure for opening and evaluating all proposals received shall be in compliance with Massachusetts General Law, Chapter 30B, Uniform Procurement Act, Section 6. Proposers should familiarize themselves with the provisions of this statute.

5. **Proposal Acceptance and Rejection.** Notice of the acceptance of the proposal will be given to the successful proposer by the Town by an award letter to the proposer's address stated in the proposal through the USPS. The successful proposer shall deliver the Agreement as attached hereto, duly signed, and properly executed, within ten (10) calendar days of receipt of the notice of acceptance. If the successful proposer fails to execute the Agreement within such time period, the Town may accept another proposal and exercise its right under the bid bond. The failure of any proposer to examine the agreement documents shall not relieve it from the obligations it will incur if its proposal is accepted.

The Town reserves the right to reject any or all proposals, or any part(s) thereof, if in the best interest of the Town to do so, and to amend the contract as the Town deems to be in its best interest. The Town reserves the right to waive any mistakes or informalities in the proposals received and may request supplementary information from any particular proposer if it determines that the granting of such waiver or the receipt of such additional information would be in the best interest of the Town. Each "Out-of-State" proposer shall furnish with its proposal a certification from the Office of the Secretary of State verifying that it is legally authorized to do business in the State of Massachusetts.

Any proposal which fails to include any material information or documentation specified in the proposal submission requirements is non-responsive and will be rejected.

- A. Price Proposal.** The amount to be paid to the Town shall consist of a minimum amount of \$50,000 per year or a percentage of all gross revenues from the operation of the golf course, whichever is greater. There will be two separate percentage bids, one for the gross revenue collected for the operation of the Snack Bar food service and functions and the other percentage bid will be for all other gross revenues received by the golf course, except revenue from pro shop sales, pull cart and golf club rentals, tournament fees, income earned from professional tournaments, lessons given by the staff, and outside income earned by any golf professional on the staff. Proposers shall use Attachment A to this RFP in submitting the price proposal. The town will receive twenty percent of all off-season revenues (November 30 through March

- D. Automobile insurance shall be provided covering all owned, leased, and hired vehicles and non-ownership liability for not less than the following limits:

Bodily Injury	\$500,000.00 per person \$1,000,000.00 per accident
Property Damage	\$500,000.00 per accident

- D. Fire insurance shall be in an amount equal to the replacement cost of the buildings and equipment as determined annually by the Town.
- E. Pesticide liability shall be provided separately, or as a part of the General Liability Coverage, in an amount not less than \$1,000,000.00.
- F. Underground or above ground storage tank liability shall be provided separately, or as part of the General Liability Coverage in an amount not less than \$1,000,000.00.

The Town and the Management Firm shall be named as insured on all policies obtained by the Management Firm and certificates of insurance shall be furnished to the Town by the Management Firm.

All policies shall be obtained from companies licensed to conduct business in the Commonwealth of Massachusetts. Companies providing insurance coverage shall be required to have nothing less than an "A" rating or better.

Insurance coverage in amount and form shall not be deemed acceptable until approved by Town Counsel. The Town reserves the right to require increased insurance coverage if the present statutory cap on tort liability of municipalities is increased during the term of the Golf Course Management Agreement.

12. **Utilities.** All utility expenses such as water, sewer, electricity, gas, waste disposal, telephone, cable television service, etc., which are or may be required to operate the Golf Course, will be borne by the Management Firm, including relocation of utilities, permits, connection fees, etc.
13. **Taxes.** The Management Firm shall be responsible for paying, prior to delinquency, any and all taxes and assessments levied or assessed against the Golf Course in connection with the Golf Course and the Management Firm's operation thereof. The Town charges a Personal Property Tax for all property owned by the Management Firm. This tax will cover golf carts, equipment, tables, chairs, etc. and is payable quarterly to the Town.
14. **Course Fees and Charges.** Fees for pre-paid green fees, green fees, riding cart rentals, club rentals, and food and beverage will be set by the contractor based on competitive analysis of surrounding courses, a copy of the seasonal fees must be presented in writing to the Board of Selectmen at their first meeting in April annually, any changes to the fee schedule in the interim must be reported to the Town Administrator via electronic mail prior to those fees being in effect. The Board of Selectmen have the right to have the fee schedule reviewed by Town Counsel, Bond Counsel or any other appropriate entity to ensure those rates are consistent with the terms of this contract and the underlying bonding.
15. **Records and Audits.** The Management Firm shall submit a detailed description of the method to be used to insure the accountability for all revenues generated at the golf course, which method is subject to review and acceptance by the Town. The Management Firm shall provide a written report on a monthly basis to the Town Treasurer of all revenues received, regardless of source, including but not limited to, green fees, food and beverage, pro-shop sales, golf cart rentals, club and pull cart rentals, golf lessons, tournament fees, marketing and advertising revenue, locker rental, facilities rental and the like. The Management Firm shall also provide a monthly written report of all public access, free rounds and or related non-compensated for activities. The Management Firm shall keep the books of accounts and records of all operations and establish a

Resident  
Rate?

30) from facility rentals, cross-country skiing, sledding, hay rides or any other enterprise driven from but not normally associated with a golf course operation.

- B. Technical Proposal.** The technical proposal shall consist of documentation that the proposer satisfies the minimum criteria set forth in section VI of this RFP together with the proposer's response to the evaluative criteria set forth in Section VII. **Addendum(s) must be acknowledged on the first page of the Technical Proposal.**

6. **Acceptance of Proposal Content.** All or part of the successful proposal submitted shall become incorporated into the final contract documents.
7. **Proposal Expenses.** Expenses for developing the proposals are entirely the responsibility of the proposer and shall not be chargeable in any manner to the Town.
8. **Proposer Review of Existing Operation.** The Maynard Country Club can be inspected by contacting:

Gregg Lefter, Facilities Manager for Town Buildings  
glefter@townofmaynard.net

9. **Contract and Term.** After selection of the successful proposal, a written contract containing the terms of this RFP and the successful proposer's response, together with any changes to the service plan negotiated by the parties shall be executed by the successful proposer and the Town. Such contract shall not take effect until signed by both parties and approved by the Board of Selectmen of the Town. The term of the contract will be March 30, 2012 through December 31, 2014 the provisions of the contract, except as expressly modified by the provisions of this RFP shall also be included in the contract to be executed by the Management Firm and the Town.
10. **Method of Payment.** The Management Firm shall be required to remit monies due the Town on a monthly basis. Monies shall be paid so as to be received by the Town on or before the 15<sup>th</sup> day of the month following the end of the month for which payment is made. Late payments will be subject to interest charged at 1 ½ % per month. At the end of each year of the agreement, management firm shall remit any additional guaranteed amount due as governed by the agreement.
11. **Insurance Requirements.** During the term of any agreement, the Management Firm shall maintain in full force and effect at its own cost and expense the following minimum insurance coverage:
- A. **Commercial General Liability** insurance with not less than the following
- At least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury.
- Coverage provided under the commercial general liability policy shall apply exclusively to the operations provided under the Golf Course Management Agreement to be entered into by the successful proposer and shall include an endorsement for food and alcohol service and entertainment.
- B. **Professional Liability Insurance**  
At least \$1 million per claim and \$3 million aggregate.
- C. **Workers compensation insurance** shall be required under the Laws of The Commonwealth of Massachusetts.

system of bookkeeping and accounts in a manner considered to be good accounting practice according to the American Institute of Certified Public Accountants and satisfactory to the Town Accountant and shall permit inspection of said books and records by the Town as often as deemed necessary in the opinion of the Town in form submitted by the Town. The Management Firm shall submit at the end of each year a certified, audited annual report, or as required by the, Town a profit and loss statement of operations under the Terms of the contractual agreement, in a form considered to be good accounting practice according to the American Institute of Certified Public Accountants and satisfactory to the Town.

Any proposed cash management and control system shall include but not be limited to, segregation of duties, detailed reporting of revenue and expenditures, reconciliation of daily bank deposits, computerized point-of-sale cash register system, paper and electronic transaction records and daily cash register reports.

The Management Firm shall be required to track and keep written records of the type of "comps" used, who received the "comp" and why and shall report monthly to the Town same. No town officials, employees, or family members shall receive any complementary use, rounds, food or merchandise. They should be provided proper receipts for any transaction upon requests.

16. **Hours and Days of Operation.** The primary operating period shall be daily, daylight to dusk, seven (7) days per week, weather permitting, beginning April 1 and ending November 30, each year of the agreement. The golf course may be operated during the months of December through March as a golf course, but may provide other recreational opportunities which are appropriate and, provided the use of the golf course does not cause damage to the greens, tees, or other turf areas Any non-traditional (i.e. hay rides, cross-country skiing, ice skating, snow shoeing, sledding) the management is required to notify the Town Administrator via electronic mail thirty days prior to the start. The Town may require additional insurance dependent on the use consistent with the risk factor. Changes to the operating schedule can be made only with the written approval of the Town.
17. **Sales and Rental Limitations.** The Management Firm shall have the exclusive right to sell or rent golf or golf related equipment. Furthermore the have the right to sell or rent equipment necessary for the non-traditional type uses mentioned heretofore.
18. **Maintenance.** The Management Firm will accept all properties, facilities, and equipment "as is" in their presently existing condition. The Management Firm shall, at its own expense, make all repairs necessary to maintain Town-owned equipment, buildings, and structures, and has total responsibility for building maintenance to include, but not limited to, repair and replacement all the respective Town-owned golf course properties, fixtures, plantings, furniture and related equipment and the heating, utility, and plumbing systems. It is acknowledged by the Management Firm that standards for the maintenance, upkeep and repair of the golf course (greens, fairways, bunkers, rough, tees, irrigation, etc.), clubhouse, pro shop, and snack bar will be made part of the management contract. It is further understood that the Management Firm will provide the Town a monthly management report in a format approved by the Town that shall include maintenance to greens, tees, fairways, roughs, building maintenance, levels of irrigation, fertilization, weed control, and other maintenance. Such report may be required on a more frequent basis to be determined by the Town. The Management Firm will not make any alterations, additions, or improvements to the golf course and facilities without the prior consent of the Town. All alterations, additions, and improvements, whether temporary or permanent in character, shall at all times be deemed to be the property of the Town and shall remain upon the premises at the termination of the agreement. The Management Firm will not be responsible for major structural repairs to roofs, exterior walls, heating, air-conditioning, or foundations when the cost of any such repair exceeds two thousand five hundred dollars (\$2,500.00). The Management Firm shall provide and pay for, at a minimum, the maintenance set forth in Exhibit II included in this RFP.



19. **Minimum On-Site Equipment.** The Management Firm shall provide all equipment needed to maintain the golf course and facilities in accordance with the requirements of this RFP and the resulting agreement. The Town has determined that the equipment more specifically set forth in Exhibit III is the minimum required to fulfill those requirements and that such equipment must be kept on site at the golf course at all times during the term of the management contract. No equipment or vehicles other than those required for on-site use at the golf course may be stored on the premises

In addition to required maintenance equipment, the Management Firm shall furnish at least twenty (20) power golf carts, new or in "like new" condition, five (5) of which must be electric for staff use in early mornings to minimize disturbing the residents in the areas surrounding the Golf Course. The management firm shall provide the Town with a copy of the maintenance contract with the independent maintenance company, which contract shall also be subject to the approval of the Town. The Town shall have the right to order the management firm to stop using and replace any golf cart it deems dangerous, unserviceable or not in keeping with the character of the Golf Course.

Within ten (10) days of the notification of contract award, the successful management firm shall provide written evidence to the Town that it owns or leases all the equipment listed in Exhibit III and the required golf carts and that such equipment/golf carts will be available at the golf course site by April 15 or the beginning of the golf season. All required equipment must be new or in "like new" condition and capable of reliably performing the required maintenance. The Management Firm shall be responsible for replacing any required equipment/golf carts which fail to perform reliably during the term of the management contract.

20. **Minimum Staffing.**

a. **On-Site Manager.** The individual proposed to serve as on-site manager of the golf course must have full authority to act for and bind the Management Firm in all respects with regard to the operation of the golf course, including but not limited to, supervising, hiring and firing employees, authorizing work orders and authorizing payments on behalf of the Management Firm. The individual proposed shall have served in the capacity of an on-site manager with the above described level of independent authority for a minimum of five years. A higher rating will be assigned to firms who propose that the on-site manager is a principal in the Management Firm.

The Management Firm shall warrant that the on-site manager is experienced and qualified to supervise all aspects of the operation, maintenance and administration of the golf course and is also experienced in supervising the capital improvement projects to be provided by the Town. As used in this paragraph, the term "supervise" shall mean the ability to seek cost estimates, bids, oversee actual work, approval/disapprove work, approval/disapprove payment request, and assist the Town in any dispute resolution with regard to the capital improvements provided by the Town. If, in the opinion of the Town, the on-site manager is not qualified to oversee the capital improvement projects undertaken by the Town, the Town may require the Management Firm to provide, at its sole expense, an individual who is qualified to oversee implementation of the capital improvement projects undertaken by the Management Firm and/or the Town.

The on-site manager or a designated assistant manager shall be present on-site at all times during which the golf course is in operation.

The on-site manager shall also attend meetings as requested by the Town and prepare any reports requested by the Town regarding the Golf Course or when being used for non-traditional uses.

The Management Firm and the on-site manager shall not use Golf Course premises for conduct of any other enterprise or business other than Maynard Country Club business.

The Town is committed to maintaining good relations with the neighborhoods surrounding the



Golf Course, as well as with the patrons of the Course. To that end, the on-site manager shall be responsible for receiving and responding to any complaints or problems the residents surrounding the Golf Course or patrons have regarding the Course's operation. The on-site manager shall at all times be courteous to residents of the neighborhoods surrounding the Golf Course and patrons, and shall be guided by the Town with regard to the resolution of complaints.

✓ **b. Pro Shop Manager.** The management firm shall employ a Pro Shop Manager to oversee the general operation of the Pro Shop, and Pro Shop counter staff. Such manager shall ensure the satisfaction of all customers that they receive the highest possible level of service which the Town is striving to achieve.

✓ **c. Golf Professional.** The Management Firm shall employ a member of the Professional Golfers Association of America with a minimum of five years experience as Professional, who will be the resident Professional at the golf course. This Professional will work as a teaching instructor to promote and grow the game of golf at Maynard Country Club. The Golf Pro will be available to advise the Town in any golf related management decisions they will need.

✓ **d. Grounds Staff.** The Management Firm shall employ, on a year-round a basis full-time a Superintendent. From April 1st to June 1st, a minimum of three (3) additional grounds staff shall be employed for a total of four (4) grounds staff during this period. From June 1st to September 1st, a minimum of two (2) additional seasonal grounds staff shall be employed for a total of six (6) ground staff during this period. From September 1st to November 15th, a minimum of four (4) total grounds staff shall be employed.

21. **Capital Improvements by the Town.** It is anticipated that the Town will undertake capital improvements from time to time. The Town shall prepare an annual budget that itemizes the proposed improvements to be made by the Town in the coming year.

The Management Firm acknowledges that it does not have any claim against the Town, its agents, or contractors for interference in business or damages for interruption of services or interference in the operation of the golf course, pro shop, or food and beverage service as a result of any improvements made by the Town. The Town agrees to use its best efforts to minimize such interruptions or interference in business without waiving its right to make improvements to the golf course or its buildings. The Management Firm will be required to assist the Town in getting contractors and multiple quotes for any projects for which it requests assistance. The Management Firm will also be responsible as the Clerk of Works to oversee the quality of work being performed in the best interest of the Town.

22. **Faithful Performance Bond.** The Management Firm will, at or before the execution of the resulting agreement, furnish to the Town an acceptable corporate surety bond in the penal sum of two hundred fifty thousand dollars (\$250,000.00), or equivalent security, as security for faithful performance and non-negligent performance of the agreement. The bond shall be in force at all times during the term of the management agreement.
23. **Force Majeure.** Neither the Town nor the Management Firm shall be deemed in breach of any contract which may result from this proposal submission if it is prevented from performing any of the obligations hereunder by reason of Acts of God, acts of the public enemy, acts of superior governmental authority, strikes or labor disputes, floods, riots, rebellion, sabotage, or any similar other circumstances not within its reasonable control.
24. **Termination.** The Management Firm shall peaceably and immediately give up and surrender to the Town the premises and every part thereof at the termination of the agreement.
25. **Non-discrimination/Equal Opportunity.** The Management Firm shall comply with all local, state and federal laws and regulations pertaining to non-discrimination and equal opportunity in the areas of employment, subcontracting, and use of Town facilities.
26. **Assignment.** The Management Firm shall not assign or subcontract any portion of the

operation without written approval from the Town.

27. **Independent Contractor.** The Management Firm and its employees will operate as an independent contractor and are not considered to be Town employees.
28. **Assignment of Authority.** The Management Firm shall be in charge of public play on the golf course. The Management Firm shall be authorized to enforce applicable ordinances, rules, and regulations for golf operation which are not superseded by any agreement or contract resulting from this proposal.
29. **Special Town Events and Contributions.** The Town shall have the right to use the Golf Course for special Town events, including golf, for not less than three (3) Mondays, excluding holidays, with the option for an additional two (2) special event days to be negotiated between the Town and the Management Firm, each year of the agreement. Special Town Events shall be at no cost to the Town. The Maynard High School Golf Team may use the course for practice not to exceed 1 hour daily Monday through Friday (except holidays) two weeks prior and through season end, and for league scheduled play for a price of no more than \$500 annually. The Management Firm may schedule the hour of practice between 3:00 and 7:00 PM a week in advance, they are furthermore encouraged to be generous with their future potential customers.
30. **Signs.** The Management Firm shall not place any sign or advertisement upon any property of the Town or upon any vehicle used by the Firm directly for the concession under any contract or agreement which may result from this proposal without written approval by the Maynard Board of Selectmen. All zoning by-laws related to signage must be conformed to at all times.
31. **Public Access.** The Management Firm shall propose to the Town a method of public access to the course on a regular basis through out the year keeping in mind the use of Community Preservation Funds used to purchase the course by the Town. The Management Firm is encouraged to expand uses at the property appropriate and consistent with safe protocol. (i.e. sledding, cross country skiing)

END OF SECTION

Attachment - A

**Maynard Country Club**  
***Price Bid Proposal***

*This form must be completed and placed in a sealed envelope marked:*

*Price Proposal – Maynard Country Club Operation  
Services*

Name of Firm or Individual  
Submitting Bid:

Address: Telephone:

\_\_\_\_\_  
\_\_\_\_\_  
Above Bidder Proposes to Pay to the Town of Maynard \_\_\_\_\_ % ( \_\_\_\_\_ Percent) of the gross  
receipts from the operation of the golf course. Above Bidder Proposes to Pay to the Town of  
Maynard \_\_\_\_\_ % ( \_\_\_\_\_ Percent) of the gross  
receipts from the operation of the Snack Bar / Food Service. In the event that the percentage as  
bid is less than \$250,000.00 annually, the bidder agrees to pay no less than \$250,000.00 annually.

For any play during the Off-Season (12/1 to 3/31) Management Firm may retain 100 percent  
of receipts up to the amount of \$5,000.00 in each month. Management Firm shall pay to the  
Town fifty percent of receipts over the amount of \$5,000.00 in each month.

Signature of Bidder: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Telephone / Fax / E-mail: \_\_\_\_\_

END OF SECTION



## **Appendix 11**

**Excerpts from Minimum Specifications for Maintenance**

**Maynard Country Club Operations**

**2012**

## EXHIBIT II

### MINIMUM TECHNICAL SPECIFICATIONS FOR GOLF COURSE MAINTENANCE

#### I. General Requirements.

The work includes maintenance of grass on **greens** (including **putting greens** and perimeter slopes), tees (including **practice tees**), fairways, roughs, sand **traps**, and **maintenance of shrubs**, trees, and landscaping around clubhouse and throughout the entire 9-hole course.

#### II. Personnel Requirements.

In addition to the minimum staffing required set forth in paragraph 20 of RFP, the Management Firm shall maintain a sufficient number of personnel at all times to accomplish, on schedule, all work under this contract.

#### III. Equipment, Materials, and Supplies

The Management Firm will furnish all labor, equipment, parts, chemicals, materials, and supplies needed to provide the maintenance specified in this Exhibit II, as well as the equipment more specifically identified in Exhibit III. The Town will supply storage areas and office space as currently exists at the Golf Course for the Management Firm's use.

#### IV. Detailed Standards

##### Greens, Practice Putting Greens, and Aprons

**Mowing - mowed daily at a maximum** height of 3/16" varying mowing directions each time greens are mowed.

Change cup locations daily during active season and at least four (4) times weekly during the off-season.

Repair ball marks, divots, or any other damaged turf on all greens and practice putting green at least five (5) times weekly.

Core, aerate all greens and practice putting greens a minimum of two (2) times each season. This will be done with " \_\_\_\_\_ " or approved equal which places holes on two-inch centers and a minimum of two inches deep.

All greens shall be aerified a minimum of three (3) times a year by high pressure water injection aerification using a "Toro Hydroject 3000" or similar. This must be done during June, July and October each year.

Top dress all greens and practice putting greens after aerification and additionally as needed to maintain a smooth putting surface. Atop dressing application rate of 0.6 to 1.0 cubic yards of material per 1,000 square feet is typically required. A representative sample of the existing soil material of the greens shall be submitted to a reputable physical soil testing lab to determine the specific characteristics of the dressing material to be used. Top dressing should occur every three to four weeks during the summer growing season.

Light vertical mowing of all greens and practice putting greens shall be performed every seven to ten days from May to September to control mat and thatch build-up and stimulate optimum turf growth. Heavy vertical cutting should be done twice in conjunction with the first and second core aerification operations to control thatch accumulation.

Spiking of all greens and practice greens shall be performed as needed between aerifications to maintain proper water infiltration.

**Fertilization** - the greens fertilization program should be based on bi-annual spring and fall chemical soil analysis results to determine specific requirements. Only fertilizer specifically formulated for putting greens shall be applied.

**Fungicide** - all greens and practice greens shall have appropriate fungicide applications at a preventative rate at intervals not to exceed 21 days and additional applications at a curative rate may be required to control fungus activity and prevent damage to the turf. This will be especially important prior to and just following overseeding.

**Pre-emergent chemicals** - (such as *Balan*, *Dacthal*, etc.) shall be used in the appropriate amounts and appropriate times to prevent intrusion into the greens of weeds difficult to eradicate such as poa annua, goosegrass, crabgrass, etc.

**Weed Control** - all greens and practice greens shall be maintained free of foreign grasses and weeds, even if it is necessary to remove them by hand.

**Insecticide** - all greens and practice greens shall be treated on a preventative basis not to exceed six-week intervals, and additionally on a curative basis as may be required to control insect activity and prevent damage to the turf.

#### **All Areas Used for Tee Surface**

**Mowing** - all tees shall be mowed to a height ranging from 1/2 to 3/4 inches no less than three (3) times per week at an interval not to exceed three (3) days.

**Top Dressing** - all tees shall be top dressed a minimum of three (3) times each season with weekly divot repair.

**Seeding** - all tee areas shall be overseeded each spring and fall at a rate of not less than 5 pounds per 1,000 square feet.

**Set-Up** - tee markers shall be moved daily during active season and at least four (4) times weekly during the off-season. Litter containers shall be emptied as necessary. Ball washers shall be filled as needed and supplied with clean towels.

**Weed Control** - tees shall be kept weed-free to an extent of at least 90% of the area by the proper application of approved herbicides.

**Aerification** - all tees shall be core aerified a minimum of three (3) times each season.

**Fertilization** - all tees shall be fertilized at a minimum rate of 8 to 10 pounds of nitrogen per 1,000 square feet on an annual basis. Bi-annual (spring and fall) soil analysis shall be utilized to determine other specific nutritional requirements.

#### **Fairways and Roughs – All Areas of Play Except Greens, Tees, and Natural Growth Areas**

**Mowing** - all fairways shall be mowed three times a week at a height of 1/2" during the active growing season and as needed for the balance of the year.

**Aerification** - all fairways and roughs shall be aerified a minimum of once per season. Aerification holes shall not exceed a spacing of three inches on center or be of a diameter of

less than 1/2". Minimum penetration of two inches. For any areas through the golf course where there is heavy traffic and where patterns are very concentrated, such as exist and entrance points of the cart paths, two or three supplemental core aerifications should be conducted annually during the growing season.

**Fertilization** - all fairways and roughs shall be fertilized at a rate of four to five pounds of nitrogen per 1,000 square feet on an annual basis. Soil analysis results (spring and fall) shall be used to determine other nutritional requirements.

**Weed Control** - fairways shall be kept weed-free to an extent of at least 90 percent of the area by the proper application of approved herbicides.

**Roughs** - All rough areas are to be maintained at a maximum height of two inches and a minimum of one (1) mowing per week.

**Landscape Areas - All Areas Within Perimeter of Operations Planted with Ornamental Plants, Not Intended for Golf Play, and Having a Definable Border**

**Clean-Up** - all areas shall be maintained free of trash and debris such as paper, drinking cans, bottles, fallen limbs, and leaves.

**Weed Control** - all areas shall be maintained free of weeds or grass whether by mechanical or chemical means.

**Trimming** - the plant material (trees, shrubbery, and ground covering) shall be trimmed as necessary for protection from wind, insect damage, and for appearance.

**Replacement** - the plant material (trees, sod, shrubbery, annual plant material, and ground covering) shall be replaced as necessary to maintain a pleasing display to the public.

**Trees - All Trees Within the Perimeter of Operations**

**Staking** - all trees shall be staked as necessary to protect and establish sufficient size to stand unassisted.

**Pruning** - all trees shall be pruned as necessary for protection from wind and pests as well as for appearance.

**Irrigation** - all trees shall be watered to provide adequate moisture for proper growth.

**Mowing** - mechanical removal of grass shall not be accomplished within one foot of the tree trunks.

**Removal and Replacement** - all damaged trees shall be removed and replaced by the Management Firm within fourteen (14) days unless determined differently by the Town.

**Irrigation - All Equipment Required to Irrigate All Areas of the Golf Course**

Repair or replace all heads, valves, controllers, wiring, and pipe as needed to maintain the proper operation of the entire golf course irrigation system (including greens, tees, fairways, planters, flower beds, etc.) on an on-going basis.

The irrigation pumps shall be serviced and maintained on a regular basis as provided in the manufacturer's maintenance manual, but not less than twice per year. The Management Firm will provide the Town a copy of service reports for its records. In the event replacement of pumps for delivery of irrigation water becomes necessary, such replacement in excess of the \$2,500.00 contingency fund will be at the expense of the Town.



### **Fences - All Wood Fence or Chain-link Fence Within the Boundaries of the Golf Course**

Repair all broken or damaged fencing on a weekly basis.

Replace all fences as needed within thirty (30) calendar days of determined replacement need as determined by the Town.

Repair or replace all fences, gates, and locking devices needed for protection of the golf course or equipment immediately.

### **Edging**

All edging of sidewalks, patios, and cart paths must be done on a weekly basis. Edging of trees, sprinklers, valve boxes, meter boxes, backflow preventer, etc., shall be done as needed to ensure that there is no obstruction of play from growth around these items.

### **Sand Traps**

All sand traps shall be edged as necessary to maintain a neat lip, raked daily, and filled with fresh sand as needed to maintain an eight-inch depth on slopes and a six-inch depth in the bottom. Replacement sand will be specified and approved by the Town.

### **Color Areas**

Various planting areas throughout the course shall be regularly cultivated, weeded, and pruned on a regular basis, with at least two (2) replanting programs for annuals scheduled each year.

### **Construction and Remodeling**

Any change in the physical characteristics of any area of the golf course such as addition or removal of sand traps, addition or removal of any hazards (water, trees, or native vegetation), regarding involving movement of soil exceeding 20 cubic yards in any single area, or the modification of any portion of the golf course or the buildings must be approved by the Town.

### **Programs**

All programs for fertilization, chemicals, and top dressing formulations must be reviewed and approved by the Town prior to the application or use on the golf course

### **Trash and Debris Removal**

Trash and debris removal will be at the Management Firm's expense. The Management Firm will take special care to ensure minimal problems for refuse odors, insects, etc.

### **Damage**

The Management Firm shall be responsible for drainage problems which may develop as a result of an act of nature. Repairs will be made to bare spots created through plan and any wet spots which might be created. Damage reports including pictures should be made on any problems which might develop.

### **Other**

Management Firm will be responsible for aquatic maintenance of all lakes in a safe and sanitary manner and in good appearance, mowing roughs and all unimproved areas as needed, spraying fairways, roughs, and fence lines for weed control, and soil testing for adequate analysis at least once per year.

**Golf Course Supplies, Services, Islands, etc.**

Management Firm shall be responsible for supplying, repair or replacement of all flags and poles, ball washers, tee markers, benches, signs, water coolers, etc., as needed. If there is a question as to the condition of an item, the Town's opinion shall prevail.

END OF SECTION

### EXHIBIT III

**MAINTENANCE EQUIPMENT REQUIRED ON-SITE AT ALL TIMES** The following maintenance equipment, or equivalent, **no older than two years**, is required on-site at all times:

1. Two (2) Triplex Greens Master, 3150, 3100 or equal.
2. Three (3) Toro 1000 Hand Tee Mowers or equal.
3. Three (3) Trans Pro 100 Utility Trailers or equal.
4. Two (2) Toro 5200D Fairway Mowers or equal.
5. Seven (7) Toro 1100 Utility Vehicles or equal.
6. One (1) Toro 3200 Workman Utility Vehicle with Bed, or equal.
7. One (1) Pequea Spinner Topdresser, or equal.
8. One (1) Procore 648 Aerator or equal.
9. One (1) Sandpro 2020 Bunker Machine or equal.
10. One (1) Toro 4500D Grounds Master Rough Machine or equal.
11. One (1) Sidewinder 3500D Grounds Master or equal.
12. One (1) 328D Grounds Master or equal.
13. One (1) 5700D 300 Gallon Sprayer or equal.
14. One (1) Toro 600 Large Debris Blower or equal.
15. One (1) 57 HP Kabota Tractor w/ loader or equal.
16. One (1) Tow Behind Rough Deck Mower or equal.
17. One (1) Lely Spreader or equal.
18. Two (2) Little Wonder 9 hp push blowers or equal.
19. Two (2) 7001 Redmax Backpack blowers or equal.
20. Four (4) Honda push mowers or equal.
21. Four (4) Echo String Trimmers or equal.
22. Two (2) Fertilizer Spreaders.
23. One (1) 3" Tarsh Pump.
24. Two (2) Spare fairway mower reels
25. Two (2) Spare greens mower reels
26. One (1) Trans Pro 100 Utility Trailer, or equal

- 27. One (1) Toro 1000 Hand Tee Mover
- 28. One (1) Set of Greens rollers for Triplex or equal
- 29. Two (2) Flex 21 Hand Greens Mowers or equal

**NOTE: Brand names are given only as examples. Equipment which is equal to the brand identified in quality and functionality is acceptable. Proposers must identify in their response the equipment which they intend to provide in compliance with this requirement, specifying such equipment's manufacturer and model.**

**NOTE: NO EQUIPMENT OR VEHICLES OTHER THAN THAT REQUIRED FOR ON-SITE USE AT MAYNARD COUNTRY CLUB MAY BE STORED ON THE PREMISES.**

END OF SECTION

**Appendix 12**  
**Contract between Sterling Golf Management Inc.**  
**and Town of Maynard**  
**2012**

TOWN OF MAYNARD

CONTRACT

DATE: April 3, 2012

This Contract is entered into on, or as of, this date by and between the Town of Maynard, 195 Main Street, Maynard, MA 01754 (the "Town"), and

STERLING GOLF MANAGEMENT INC.  
["Contractor"]

191 Main Street, Westford, MA 01886  
[Address of the Contractor]

617-930-8650  
[Telephone Number]

617-969-8756  
[FAX Number]

1. This is a Contract for the procurement of the following:

Golf Course Management

2. The Contract compensation is set forth on **Exhibit A** attached hereto.

3. Payment will be made as follows:

3.1 Payments shall be made on a monthly basis and in accordance with the RFP and the Contractor's response thereto.

3.3 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing in an Amendment hereto. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

#### 4. Security:

- 4.1 In the event the contract price exceeds the sum of \$10,000.00, the Contractor must provide security in the form of a bond or otherwise, conditioned upon the faithful performance of this Contract. The Contractor shall provide a \$100,000 surety bond at the execution of the Contract.

#### 5. Definitions:

- 5.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to insure that the goods or services are complete and are as specified in the Contract.
- 5.2 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for Proposal. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the document is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.
- 5.3 The Contractor: The "other party" to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor" shall be understood to refer to any other such label used.
- 5.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract documents, as modified by approved Amendments and Change Orders.
- 5.5 Goods: Goods, Supplies, Services or Materials.
- 5.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.
- 5.7 Work: The services or materials contracted for, or both.

## 6. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before December 31, 2014, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. Time is of the essence for the completion of the Contract.

## 7. Subject to Appropriation:

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Town.

## 8. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

## 9. Termination and Default:

9.1 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, which default is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

9.2 Default. The following shall constitute events of a default under the Contract: any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or



circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

#### 10. Suspension or Delay

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's payments to the Town shall be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Contract is applied to render an equitable adjustment.

#### 11. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Maynard shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

#### 12. Statutory Compliance:

- 12.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the

Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30B – Procurement of Goods and Services.

General Laws Chapter 30, Sec. 39, *et seq.* - Public Works Contracts.

General Laws Chapter 149, Section 44A, *et seq.* Public Buildings Contracts.

12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

12.3 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

The Contractor shall indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Town, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree.

### 13. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

### 14. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

#### 15. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

15.1 As used in this section "affirmative action" means positive steps to ensure all qualified persons equal employment opportunity without regard to race, color, religion, sex or national origin at all stages of the employment process: recruitment, selection, placement, promotion, training, layoff and termination. It may include, but is not limited to, the following:

- (a) Inclusion in all solicitation and advertisements for employees of a statement that the Contractor is an "Equal Opportunity Employer";
- (b) Placement of solicitations and advertisements for employees in media that reaches minority groups;
- (c) Notification in writing of all recruitment sources that the Contractor solicits the referral of applicants without regard to race, color, religion, sex or national origin;
- (d) Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist recruitment efforts;
- (e) Participation in, or establishment of, apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups;
- (f) Modification of collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex or national origin; and
- (g) Review selection, placement, promotion, training, layoff and termination procedures and requirements to ensure that they do not intentionally or unintentionally discriminate against qualified persons because of race, color, religion, sex or national origin.

- 15.2 The Contractor shall include in all compliance and progress reports submitted to the town a report which shall include: (a) A certificate stating that he or she is currently in compliance with the provisions of G.L. c. 152B and setting forth the Affirmative Action he or she is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons without regard to race, color, religion, sex or national origin; and (b) A statement in writing supporting information signed by an authorized officer or agent on behalf of any labor union or other agency which refers workers or provides or supervises apprenticeship or other training programs which the Contractor deals, to the effect that the union or other agency's practices and policies do not discriminate on the basis of race, color, religion, sex or national origin; provided, in the event that the union or other agency shall refuse to execute such a statement, the Contractor need only so certify in writing.
- 15.3 A copy of any such report as described above, shall be filed in the office of the Town Clerk and shall upon said filing become a public record.
- 15.4 The Contractor will take Affirmative Action to ensure that employees are solicited and employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin.
- 15.5 The Contractor will in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 15.6 In determining whether steps taken by the Contractor constitute Affirmative Action, the Town shall take into account the relevant characteristics of the Contractor including, but not limited to, the number of employees and the location of the principal and branch offices.

16. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

17. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

#### 18. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Maynard unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

#### 19. Contractor's Personnel:

The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

#### 20. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Maynard shall be individually or personally liable on any obligation of the Town under this Contract.

#### 21. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed including any release of hazardous materials, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

- 21.1 The Contractor further agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to

bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

21.2 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.

21.3 In any and all claims against the town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's Compensation Acts, disability benefit acts or other employee benefit acts.

21.4 The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising in whole or in part out of any act, omission, or neglect on the part of the Contractor or of any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

## 22. Insurance

### 22.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an

immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

22.2 Fire Insurance: Fire insurance shall be in an amount equal to the replacement cost of the buildings and equipment as determined annually by the Town.

22.3 Pesticide Liability Insurance: Pesticide liability shall be provided separately, or as a part of the General Liability Coverage, in an amount not less than \$1,000,000.00.

22.4 Above Ground Storage Tank: Above ground storage tank liability shall be provided separately, or as part of the General Liability Coverage in an amount not less than \$1,000,000.00.

#### 22.5 Other Insurance Requirements

Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Maynard as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom. Said insurance shall include an endorsement for food and alcohol service and entertainment.

- a. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- b. Pesticide liability shall be provided separately, or as a part of the General Liability Coverage, in an amount not less than \$1,000,000.00.
- c. Underground or Above ground storage tank liability shall be provided separately, or as part of the General Liability Coverage in an amount not less than \$1,000,000.00.

d. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.

e. All policies shall identify the Town as an additional insured (except Workers' Compensation). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Agreement, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. **Failure to provide the notices required in this Section or to continue in force such insurance shall be deemed a material breach of this Contract and shall be grounds for immediate termination.** Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverage's shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.

f. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

### 23. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees



of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town at the termination of this Contract. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium.

#### 24. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

#### 25. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Additionally, the Contractor shall provide a written report on a monthly basis to the Town Treasurer of all revenues received, regardless of source, including but not limited to, green fees, food and beverage, pro-shop sales, golf cart rentals, club and pull cart rentals, golf lessons, tournament fees, marketing and advertising revenue, locker rental, facilities rental and the like. The Contractor shall also provide a monthly written report of all public access, free rounds and or related non-compensated for activities. The Contractor shall keep the books of accounts and records of all operations and establish a system of bookkeeping and accounts in a manner considered to be good accounting practice according to the American Institute of Certified Public Accountants and satisfactory to

the Town Accountant and shall permit inspection of said books and records by the Town as often as deemed necessary in the opinion of the Town in a form submitted by the Town. The Contractor shall submit at the end of each year a certified, audited annual report, or as required by the Town, a profit and loss statement of operations under the Terms of the contractual agreement, in a form considered to be good accounting practice according to the American Institute of Certified Public Accountants and satisfactory to the Town.

The cash management and control system shall include but not be limited to, segregation of duties, detailed reporting of revenue and expenditures, reconciliation of daily bank deposits, computerized point-of-sale cash register system, paper and electronic transaction records and daily cash register reports.

The Contractor shall keep track and keep written records of the type of "comps" used, who received the "comp" and why and shall report monthly to the Town same. No town officials, employees, or family members shall receive any complimentary use, rounds, food or merchandise. The Contractor shall provide to the Town proper receipts for any transaction upon requests.

26. Taxes. The Contractor shall be responsible for paying, prior to delinquency, any and all taxes and assessments levied or assessed against the Golf Course in connection with the Golf Course and the Management Firm's operation thereof including but not limited to personal property, meals and sales taxes. The Town charges a Personal Property Tax for all property owned by the Management Firm. This tax will cover golf carts, equipment, tables, chairs, etc. and is payable quarterly to the Town.

#### 27. Utilities

All utility expenses such as water, sewer, electricity, gas, waste disposal, telephone, cable television service, etc., which are or may be required to operate the Golf Course, shall be the responsibility of and paid for by the Contractor including any utility pole relocation, permits, connection fees, etc.

#### 28. Course Fees and Charges.

Fees for pre-paid green fees, green fees, riding cart rentals, club rentals, and food and beverage will be set by the contractor based on competitive analysis of surrounding courses, a copy of the seasonal fees must be presented in writing to the Board of Selectmen at their first meeting in April annually, any changes to the fee schedule in the interim must be reported to the Town Administrator via electronic mail prior to those fees being in effect. The Board of Selectmen have the right to have the fee schedule reviewed by Town Counsel, Bond Counsel or any other appropriate entity to ensure those rates are consistent with the terms of this contract and the underlying bonding.

## 29. Hours and Days of Operation.

The primary operating period shall be daily, daylight to dusk, seven (7) days per week, weather permitting, beginning April 1 and ending November 30, each year of the agreement. The golf course may be operated during the months of December through March as a golf course, but may provide other recreational opportunities which are appropriate and, provided the use of the golf course does not cause damage to the greens, tees, or other turf areas. Any non-traditional uses (i.e. hay rides, cross-country skiing, ice skating, snow shoeing, sledding) shall first be reported to the Town Administrator by the Contractor via electronic mail thirty days prior to the start. The Town may require additional insurance dependent on the use consistent with the risk factor. Changes to the operating schedule can be made only with the written approval of the Town.

## 30. Sales and Rental Limitations.

The Contractor shall have the exclusive right to sell or rent golf or golf related equipment. Furthermore the have the right to sell or rent equipment necessary for the non-traditional type uses as noted in paragraph 29 above.

## 31. Maintenance.

The Contractor has accepted all personal property and improvements to the real property and the golf course and grounds and all appurtenances, facilities, and equipment "as is" in their presently existing condition on the date of the execution of this contract. The Contractor shall, at its own expense, make all repairs necessary to maintain Town-owned equipment, buildings, and structures, and has total responsibility for building maintenance to include, but not limited to, repair and replacement all the respective Town-owned golf course properties, fixtures, plantings, furniture and related equipment and the heating, utility, and plumbing systems. The standards for the maintenance, upkeep and repair of the golf course (greens, fairways, bunkers, rough, tees, irrigation, etc.), clubhouse, pro shop, and snack bar shall be that of a well maintained public golf course in the metro west area of Boston and shall in any event never be in any worse condition than what exists on the date of the execution of this contract. At a minimum the Contractor shall maintain the Golf Course and related appurtenances and facilities at least in the manner as set forth in the Contractors Response to the RFP.

The Contractor shall provide the Town a monthly management report in a format approved by the Town that shall include maintenance to greens, tees, fairways, roughs, building maintenance, levels of irrigation, fertilization, weed control, and other maintenance. Such report may be required on a more frequent basis to be determined by the Town. The Contractor shall not make any alterations, additions, or improvements to the golf course and facilities without the prior consent of the Town. All alterations, additions, and improvements, whether temporary or permanent in character, shall at all times be deemed to be the property of the Town and shall remain upon the premises at the termination of the agreement. The Contractor shall

not be responsible for major structural repairs to roofs, exterior walls, heating, air-conditioning, or foundations when the cost of any such repair exceeds two thousand five hundred dollars (\$2,500.00).

### 32. Minimum On-Site Equipment.

The Contractor shall at all times provide all equipment needed to maintain the golf course and facilities in accordance with the standards set forth herein and the requirements of the RFP and as provided in the Contractor's response thereto. At a minimum the Contractor shall provide the equipment as set forth on **Exhibit C**. **No equipment or vehicles other than those required for on-site use at the golf course may be stored on the premises.**

At all times during the active golf season, the Contractor shall furnish at least twenty (20) power golf carts, new or in "like new" condition, The Town shall have the right, but not the obligation, to order the management firm to stop using and replace any golf cart it deems dangerous, unserviceable or not in keeping with the character of the Golf Course.

### 33. Minimum Staffing.

All staffing shall be done in accordance with the Contractor's Labor Worksheet as set forth in the response to the RFP and as attached hereto as **Exhibit D**. Any changes shall require approval by the Town prior to implementing said changes.

### 34. Special Town Events and Contributions.

The Town shall have the right to use the Golf Course for special Town events, including golf, for not less than three (3) Mondays, excluding holidays, with the option for an additional two (2) special event days to be negotiated between the Town and the Contractor, each year of the agreement. Special Town Events shall be at no cost to the Town. The Maynard High School Golf Team may use the course for practice not to exceed 1 hour daily Monday through Friday (except holidays) two weeks prior and through seasons end, and for league scheduled play for no cost as set forth in the Contractor's proposal. The Contractor may schedule the hour of practice between 3:00 and 7:00 PM a week in advance, they are furthermore encouraged to be generous with their future potential customers.

### 35. Signs

The Contractor shall not place any sign or advertisement upon any property of the Town or upon any vehicle used by the Contractor directly for the concession under any contract or agreement which may result from this proposal without written approval by the Maynard Board of Selectmen. All zoning by-laws related to signage must be conformed to at all times.

### 36. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written Agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

### 37. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

### 38. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

### 39. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

### 40. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

41. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

42. Supplemental Conditions:

The foregoing provisions apply to all contracts to which the Town of Maynard shall be a party.

43. Public Access and Reporting Requirements:

In the event the Contractor fails to comply with the Public Access requirements as set forth on **Exhibit B** hereto, or any reporting and record keeping requirements hereunder, said failure shall be deemed a default pursuant to section 9.3 of this Contract. The Town reserves the right to enter the property and conduct surprise cash counts and or inspections.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK]

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Maynard by:

The Contractor by:

\_\_\_\_\_  
Chairman, Board or Selectman      Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Kevin Osgood, Pres      Date

\_\_\_\_\_  
Print Name & Title

Certified as to Form:

\_\_\_\_\_  
Town Counsel      Date

Certified as to  
Appropriation/Availability of Funds:

\_\_\_\_\_  
Town Accountant      Date





**EXHIBIT A**  
**COMPENSATION SCHEDULE**

Above Bidder Proposes to Pay to the Town of Maynard 10 % ( Ten Percent) of the gross receipts from the operation of the golf course. Above Bidder Proposes to Pay to the Town of Maynard 5 % ( Five Percent) of the gross receipts from the operation of the Snack Bar / Food Service. In the event that the percentage as bid is less than \$50,000.00 annually, the bidder agrees to pay no less than \$50,000.00 annually.

Furthermore the Bidder Proposes to Pay to the Town of Maynard 15 % ( Fifteen Percent) of the gross receipts as listed in the RFP from the operation of the golf course on the revenue above \$400,000.

For any play during the Off-Season (12/1 to 3/31) Management Firm may retain 100 percent of receipts up to the amount of \$30,000.00 in each month. The contractor will provide recreational opportunities equal to twenty-five percent (25%) of the profit beyond \$5,000 and remit to the Town five percent of the profit over \$30,000 from off-season activities (off-season being considered December 15 through March 15). Excluded from this formula are any pre-season sales, sale of golf equipment or apparel, banquet rentals, food or beverage sales.

<u>Period Covered</u>	<u>Due Date</u>
1/1 – 4/30	5/15
5/1 – 5/31	6/15
6/1 – 6/30	7/15
7/1 - 7/31	8/15
8/1 – 8/31	9/15
9/1 - 9/30	10/15
10/1 – 10/31	11/15
11/1 – 11/30	12/15
12 – 12/31	1/15

Gross revenue shall include all revenue received by the golf course except pro shop sales, pull cart and golf club rentals, tournament fees, income earned by professional tournaments, and lessons given by any staff. The Contractor shall keep any and all remaining profit.

**EXHIBIT B**  
**PUBLIC ACCESS SCHEDULE**

In addition to the course being open to the Public for general play at the rates set forth herein, at a minimum, the Contractor shall provide the following:

The Function Hall shall be available to the general public. The Hall can seat up to 132 guests. Its use will be promoted as a perfect setting for all occasions including birthdays, banquets, receptions, showers, anniversaries, political functions and small weddings. In addition, the Hall will open to the public for lunches during the golf season and possibly even weekend dinners if there is enough interest. The use of said Hall will be charged at a rate sufficient to cover the operating costs of the hall.

Free public access will be offered to the community for cross country skiing and sledding by restricting access to non-sensitive areas of the course. The Contractor will keep the parking lot plowed and clubhouse open during weekends in the winter, allowing a convenient and hospitable place for people to warm up with some coffee, hot chocolate or hot apple cider.

The Contractor will reach out annually to Maynard Boy Scout Troops to offer to assist in an Eagle Scout Project of building and installing and managing birdhouses on the golf course.

The Contractor will work with the Boys and Girls Club through the Maynard Recreation Department to set up affordable golf clinics for town residents and juniors throughout the golf season. Said affordable rates shall be at a rate that will enable the Boys and Girls Club and the Maynard Recreational Department to offer programs to those served who would otherwise not be able to participate. The Contractor will also be open to hosting other events at the facility that may be suggested or recommended by these departments. All of the foregoing will be offered below the regular rate charged generally to the public.

The Maynard High School will be given reasonable access to the course for both practice and league play at no cost to the municipality or the school district. The schedule for said access will be agreed upon by the Maynard High School Athletic Director and the Contractor but shall include such times as are typical of high school golf teams for both practice and league play.

The Contractor shall make at least one (1) day in June, July, August or September, a year available to the "Town" for an agreed upon event to jointly promote the town, the course and the property it entails. The details for such an event will be negotiated between Contractor and the Board of Selectmen or their assignees.

## EXHIBIT C

### MINIMUM ON SITE EQUIPMENT

Page 10 #19 titled "Minimum On-Site Equipment" strike "determined that the equipment more specifically set forth in **Exhibit III**" insert "offered as list of equipment included with the purchase of the property which should indicate the previous level of need. The contractor will be required to maintain said equipment for its useful life and refer to instructions in **Exhibit III**, as to disposal. Furthermore, the contractor is required to have sufficient equipment available to them for the proper maintenance of the Maynard Country Club, heretofore."

Page 38 Exhibit III titled "Maintenance Equipment" strike "no equipment older than two years" and insert "appropriate equipment to operate this golf course must be made available by the contractor".

Insert "Equipment on site as result of the sale is the property of the Town of Maynard; it may be used for appropriate purposes related to operation, care and maintenance of the Maynard Country Club exclusively by the contractor. This equipment must be properly maintained any equipment which fails due to the negligence or misuse of the contractor must be replaced with similar equipment of the same age and design. Any equipment which is beyond its useful life in regards to industry standards may be retired. The contractor must notify the Town Administrator in writing of any such equipment and receive in writing from the Town Administrator or the Board of Selectmen explicit instructions as to discarding or destruction of any equipment. The following list should be considered an inventory of the equipment at time of purpose and a guide as to the equipment used in the past. This list is not a required inventory."

The list below is the equipment that is owned by the Town (purchased with the golf course) and currently onsite equipment and will be used by the Contractor:

- (1) Jacobsen LF3400 fairway
  - (1) Toro 3100 triplex
  - (1) Toro Sand-Pro
- (2) Toro Flex-21 walk behind greens mowers
  - (1) Toro 1000 walk-behind mower
  - (1) Toro Sidewinder Rotary Mower
  - (1) Toro 300 gal sprayer
  - (1) Toro Workman with dump
  - (3) working utility carts
- (1) John Deere tractor with forks and a bucket
  - (1) Duel Express Reel Grinder
  - (1) Bedknife grinder

## EXHIBIT D

### MINIMUM STAFFING

The contractor will comply with the Minimum Staffing levels as written in the RFP dated January 30<sup>th</sup>, 2012, and as amended by this paragraph in Addendum #2 dated February 23rd, 2012

Page 11 titled "Pro Shop Manager" and "Golf Professional" should not be considered mutually exclusive and is not required to be on site for any specific time, but available when appropriate to promote golf at Maynard Country Club for the benefit of all parties."

Notwithstanding the foregoing the Golf Professional and Pro Shop Manager shall be present at the Maynard Country Club a minimum of 60 hours per month and be reasonably available for instructional appointments.

## **Appendix 13**

### **2012 Maynard Golf Course Operations Report**



**50 Brown Street, Maynard, MA 01754**  
**Tel: (978) 637-2268 – Fax: (978) 637-2269**

**Report for Maynard Golf Course Re-Use Committee**  
**March 15<sup>th</sup>, 2013**

Dear Members of the Maynard Re-Use Committee we have put together the following report to try and update you on the first year of the operation of the Maynard Golf Course as a public nine hole golf course owned by the Town of Maynard and operated by Sterling Golf Management, Inc. We finished the year with 13,001 rounds of golf played, I feel this was a reasonable start, but I also feel the course is very capable of turning between 17,000 and 20,000 rounds annually, and potentially more than that as the word gets out and the economy improves. To provide a brief comparison, another nine hole golf course close by that we operate played at just above 17,000 rounds that last two years in a row. That club is more established as an “open to the public” course, but the layout at MGC is often considered to be superior which should allow the course to easily reach the level of my projections. The function hall and any food and beverage sales got off to a very slow start last year, both due to a projected closing of the club and no functions pre-booked, combined with code issues with the kitchen that needed to be resolved before we could start serving food. We hosted 28 paid functions at the club last year, and I would expect to settle in around 50 to 75 functions annually, or more, depending on upgrades to the clubhouse facility. The function area inside the clubhouse is one open space combined with the bar, this is a difficult situation to operate under as the Function Business conflicts with the servicing of our golf customers at the bar after a round of golf, the ideal situation to improve bookings and revenue would allow us to have a separate function room and a separate bar for golf customers, so both groups could be serviced at the same time and not conflict against each other. Pro shop sales were very low due to the design and extremely limited space in the clubhouse that is currently designated as the pro shop, those sales will not likely change unless the display space was increased. More details specifically about the building will be discussed further into the report. This winter we have kept the clubhouse open all winter, and staffed the club weekends to accommodate Town residents to come use the facility for sledding, cross country skiing and snow shoeing. We had a busy weekend right after New Year’s Day with fresh snow, but then with the snow melt in mid January thru early Feb, we were open every weekend but had no customers. Sledgers started to come out again after the early February Blizzard, and following February storms. We had slow days when the weather was cold or not that nice and we would average zero to five cars at a time parked at the club, then we would have busy weekends with nice weather, and fresh snow and we would average fifteen to thirty cars at a time in the parking lot, with the vast majority sledding, some cross country skiing, and the occasional snow shoer. Income to the golf course ranged from \$0 to \$26 on a busy day, most visitors would not come inside, even though we posted large signs and banners that we were open, and our staff would even go out and announce for everyone to come inside to warm up, or get some hot chocolate. The golf course is by far the best asset of the facility, it is a 1921 Wayne Stiles designed course, the layout is very playable and enjoyable by all levels of golfers, the core infrastructure of the course, greens, tees and fairways and irrigation system is in very good shape – with only limited immediate capital repairs needed, and only long term improvements and upgrades required to keep it in top playing condition and not let the course degrade over time.



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Although we did not do the rounds and revenue that we would like to be at, I am very positive about the outlook for this course and feel that it can be successful in the future and would highly recommend to the committee that they seriously consider that the best long term use of this property is as a public nine hole golf course. Golf boomed in the eighty's and ninety's and slowed dramatically in the early 2000's, but with that slow down came a change of how many golfers play golf, due to time, money, family and work, many golfers now only have time, or only prefer to play nine hole rounds of golf. They do not want to tie themselves up for four to seven hours, depending on play and travel time to play an 18 hole course, so this is just another path that sets the nine hole Maynard course on a better direction than others.

Sincerely,

Kevin Osgood, President  
Sterling Golf Management, Inc.

#### **Financial Reporting – 2012 Revenues:**

• Greens Fees	\$161,084
• Season Passes	\$113,920
• Cart Rentals	\$ 44,357
• Locker Rentals	\$ 780
• Liquor Sales	\$ 43,335
• Food Sales	\$ 20,300
• Function Hall	\$ 9,604
• Pro Shop Sales	\$ 11,351
• Pro Shop Rentals	\$ 2,690
• <u>GHIN handicap fees</u>	<u>\$ 1,495</u>
• Total Revenue	\$408,916

#### **Rounds Reporting –**

• 9 Hole Rounds	8,579
• 18 Hole Rounds	395
• Season Pass 9 hole	3,733
• <u>Season Pass 18 hole</u>	<u>294</u>
• Total Rounds	13,001



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**Season Pass Holder numbers** – 145 Season Passes were sold, 53 of which are new members (which means they were not a member of the club in 2011). Of the 145 Season Passes sold, 50 of them, or 35% were Maynard Residents. Our Season pass income in 2012 was \$113,920, to date we have collected \$65,405, so we are \$48,515 behind 2012 collections. I do not feel we will match 2012 sales but spring selling season is just ahead of us. In 2012 we had the benefit of the past clubs membership purchasing a membership for all 92 past club equity members, this is not happening in 2013.

**Below are several of the major achievements Sterling Golf Management, Inc. has accomplished since the golf course transitioned to a public course in the Spring of 2012:**

- 1) Induction of fifty new members, or season-pass holders, to Maynard Golf Course.
- 2) Creation and servicing of a fully public and widely accessible golf course open seven days a week. This is an ongoing achievement as the course's transition to public accessibility becomes more widely known, instead of a member owned golf course that has changed from Private – no public play, to Semi Private (its last operational use) – which was not user friendly as customers would not know when they could, or could not play the club.
- 3) Improvement of service quality for all customers. More specifically, Sterling Golf Management has created a welcoming environment for new customers and an enjoyable experience for seasoned members and new golfers alike, through its hard-working and dedicated staff.
- 4) The implementation of a bunker improvement program to replace bunker sand and improve playability that noticeably enhanced the golfing experience across the course.
- 5) Inception and development of junior programs in collaboration with the Boys and Girls Club, and thru promotion at the course, advertising and web site marketing, to encourage the next generation of golfers to play at Maynard Golf Course. Sterling Golf Management's team, as passionate fans of the game, has been particularly happy to share their passion with the youth of the area through lessons and clinics and leagues
- 6) Re-establishing the function hall business – since the past club knew they were selling the course all future function business was shut down. We painted the function hall, cleaned carpets, installed a sound system, multiple flat panel tv's, and worked in conjunction with the Town to make kitchen upgrades that were required in order to utilize the kitchen. With that work completed we re-opened the function and lunch business combined with a marketing campaign, and a rejuvenated function hall business has been growing ever since for Maynard Golf Course.





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**A few of the major challenges the company faced during the 2012 season are listed below:**

- 1) Maynard Golf Course faced a water shortage during a very hot and dry stretch of weather in the 2012 season, due to the need to shut down what turned out to be an illegal connection to town water, which the previous operators had utilized to irrigate the course.
- 2) The two onsite irrigation wells both did not operate and needed to be replaced and then needed to be hydrofracked in order to increase their output. This process was completed in mid-Summer 2012. As a result, the water shortage problems were somewhat alleviated from their dangerously low state pre-hydrofracking.
- 3) As Maynard Golf Course was in the process of a new management transition in the spring of 2012, one of the obstacles was the late start to the season to open the course as public and to get the course up and in full operation as fast as possible. We are looking forward to the spring 2013 opening with one season behind us and everything in place for a smooth opening.

**Can you identify the short term and potential long term operational needs? Long term assumes we keep the course as is in the future.**

- 1) Short term we really don't need anything, we have the business open and are in daily operation, other than dealing with the issues of plumbing problems, freezing pipes, and other building issues, like windows, doors, minor roof leaks, heating, etc.
- 2) Long term would be to renovate or replace the clubhouse as that is the weak link in the operation at this time.

**Identify the short and long term capital and infrastructure needs:**

- 1) Water shortages are currently one of the major infrastructure challenges that Maynard Golf Course faces. The course requires an additional water source that produces an output similar to the other two wells currently available in order to keep managed turf well-irrigated throughout the height of summer's high temperatures. This may be possible thru a shallow well field located in the woods off the left side of the 2<sup>nd</sup> hole – that was just identified at the end of the golf season, and has not yet been tested for output. Further details are discussed in the response to the question pertaining specifically to water usage.



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- 2) The Maynard clubhouse, and the success of the golf course overall, would significantly benefit from major renovations due to the poor state that much of the building is in. Over the past winter, the outdated plumbing system had several pipes break. In addition, the heating issues can be attributed to poor design and placement. The existing furnaces do not adequately cover the building, causing several poorly heated locations within the building. This poses an ongoing problem for the function business that continues throughout the cold season. Furthermore, air conditioning and heating costs are higher than expected because of the age of the building and insufficient insulation. We do not know the condition of the roof, but we have had some minor leaks that have been patched since we have been there. Structural damage in the back of the building is currently being repaired, but major improvements of the clubhouse to address the issues above are advisable for the long-term success of the golf course's operations.
- 3) The core golf course, greens and irrigation system is really in overall good condition, and short term does not need anything more than improved course maintenance, combined with a planned long range course improvement project. Please see the last section listed as "wish list" for more details related to the course.

**Responsibility for well maintenance and any hydrofracking that may be necessary:**

Per the contract, SGM is responsible for maintenance of the golf course and minor repairs, while the Town of Maynard is responsible for major repairs above \$2,500. The two main irrigation wells were hydrofracked last summer.

**Do you have a prediction for an increase in revenue next year (with a full season):**

Barring unexpected events (weather) we expect greens fee, cart, function and food and beverage revenues to increase in 2013 as we saw rounds grow throughout the 2012 season. We anticipate a reduction in Season Pass revenue as discussed under Season Passes.

**What ideas/plans for increasing revenue do you have:**

Sterling Golf Management's plan to increase revenue is grounded in our commitment to continually improve the golf experience for players of every ability along with a focus to provide country club like conditions on the golf course. Word of mouth by happy customers will be the best possible advertising we can do to grow the operation. To that end, we are focused on improving the physical condition of the course throughout the 2013 and 2014 season, and hopefully beyond that. Sterling Golf Management plans to implement an expanded marketing program, to reach out to the surrounding communities, and increase our visibility as a publicly available and welcoming course. This marketing program is designed to promote and expand our "Grow the Game" golf programs and promote and expand our Junior golf program, to grow our Season Pass sales and our Function Business. In 2013, Sterling Golf Management is redesigning the MGC web site, this will include maximizing smart phone accessibility to provide links for direct calling, tee time scheduling, rates, etc. Additional marketing will be done thru local papers and publications, on line email blasts, both internally thru our growing database along with paid golf specific



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blasts. Our internal POS system allows us to capture our customers information, build birthday club programs, build “defector” programs to reach out to golfers that have not played for 30 days, or 60 days. We will be running some promotions thru “daily deals” – like Groupon, that offer a pre purchased discount round, but allows us to capture a new customer and try to convert them to a member or regular player.

**How much water is used per day (include any seasonality details so the committee can understand the demand on the Maynard water supply):**

We should have no demand on the Town’s Public Water Supply once all wells are in full operation or an additional well is drilled if needed. We used an estimated 7,500 gallons of water in the 2012 season to irrigate 20-30 acres of essential turf. Our current well output levels are sufficient during Spring, Fall and wet conditions. For high stress growing conditions during the Summer, we project up to 90,000 gallons per day are required to maintain the course sufficiently. Current well output between Well A and Well B totals approximately 57,000 gallons. Therefore, another water supply of 23 GPM, or 33,000 gallons per day is needed to maintain Maynard Golf Course to high standards. Five additional shallow wells have been identified on the left side of the 2<sup>nd</sup> hole in the woods – more research is needed to determine their viability. Please see our more complete “Water Usage and Well Output Report” dated 11/6/12 at the end of this report.

**What is the breakdown of the current use of the golf course by residents vs. non-residents both in purchase of annual and daily passes:**

Of our Season Pass Holder’s population, over one-third are Maynard residents. We do not have a separate resident versus non-resident rate structure at the course so daily greens fee sales are not tracked based on residency.

**Wish List - If changes could be made to the golf course to draw in more golfers, what would Sterling need/want :**

MGC is a well-designed Wayne Stiles architected course that does not require major or costly improvements at this present time, or in the near future. I have listed some of the future course improvements below, but none of these items are critical to the operation of the golf course today, but should be built into a long range course improvement plan to continue to upgrade and improve the golf course. With additional time this spring we would be able to provide a more comprehensive long term capital plan for the course. However, the clubhouse in its current condition is not aesthetically pleasing to entice golfers to want to join the course, or to have their weddings or functions there. All parties would benefit from either a major renovation or replacement of the clubhouse if the Town’s goal is to draw in significantly more golfers and functions and increase its revenues.



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Future golf course improvements may include:

- Improvements to cart paths with possible paving
- Rebuild the 2<sup>nd</sup> tee complex and enlarge
- Drainage installation on the 2<sup>nd</sup> fairway
- Replace the cart bridge across stream at 2<sup>nd</sup> hole
- Replace the fence/guardrail along the path near the 2<sup>nd</sup> green
- Rebuild the 5<sup>th</sup> tee complex and enlarge
- Rebuild the 7<sup>th</sup> tee complex and enlarge
- Rebuild the 8<sup>th</sup> tee complex and enlarge
- Drainage installation in landing area of 8<sup>th</sup> hole
- Replace the fence along left side of 9<sup>th</sup> tee and cart path

### **Water Usage and Well Output Report November 6, 2012**

90,000 Gallons are required to irrigate the 20-30 acres of essential turf on a daily basis to maintain a quality playing surface under summer high stress growing conditions.

**Well A:** Closest to pond, 725 ft. deep, new (9/12/12) 1.5 HP pump set at 500 feet. Average output over a 30 day period, 15 GPM, or 21,600 gallons per day.

**Well B:** Furthest from pond, 345 ft. deep, new (5/11/12) 3HP pump set at 294 feet. Average output over a 30 day period, 25 GPM, or 36,000 gallons per day.

57,600 Gallons is the combined daily output of both well A and well B

The well output falls 32,400 Gallons under the necessary output needed to supply the irrigation times in a summer conditions. While the above listed 57,600 gallon output is sufficient during spring, fall and wet conditions. The health and playability of Maynard Golf Course depends on the availability of 90,000 Gallons of water per day.

**Summary: Another water supply is needed to provide a minimum of 23 GPM, or 33,000 gallons per day consistently over a 30 day period.**

#### **2012 Water use report:**

5,500,000 gallons were pumped June thru September over 4 months, for an average of 1,375,000 gallons per month, or an average of 45,081 gallons pumped per day.



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Our average full season water use is estimated at about 7,500,000 gallons per year, depending on weather.

**2012 Water use estimates:**

June: Pump Output 1.5 million gallons  
Town line supply 1.08 million gallons  
Well B supply 500,000 gallons

July: Pump output 750,000 gallons  
Town Line supply 250,000 gallons  
Well B supply 500,000 gallons

August: pump output 1.25 Million gallons  
Town Line 250,000 gallons  
Well B 1.08 million gallons

September: Pump output 2 million gallons  
Town line 0  
Well B 1.08 million gallons  
Well A 650,000 gallons

October: pump output 0  
Town Line 0  
Well B ( Ran strictly for pump use and GPM measurements )  
Well A ( Same as Well B )

**Water storage pond:** We took a measurement of the available water capacity of the pond with a result an estimated 700,000 gallons of irrigation storage, or about 7 days of irrigation storage with no recharge.

Available was because we do not have a clear way of knowing our center depth, and also because our suction line is at most about 4 feet below the max capacity water surface. So the center depth is useless to us unless we were to reconfigure our entire set up. An estimated total capacity just over 1 million gallons is probably correct, but again, we dont know true center depth, and that water is out of our reach.

**March 8<sup>th</sup>, 2013 - Well field located off the left side woods of the 2<sup>nd</sup> hole:**

-We “assume” these Wells to be located in Acton

This information was provided by Dan, after a conversation with Andy Malone, a past Superintendent at MGC. The use of these wells at even 50% capacity Plus our wells "A" and "B", should provide 100% of MGC's irrigation water needs. We were never told about these wells from the Town, or from the past course members or management, or the last golf course superintendent of the club. It appears that these



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wells have not been used for a number of years and the information was provided by a superintendent that worked at the club about 6-8 years ago.

- 5 shallow wells have been located off the left side woods of the 2<sup>nd</sup> fairway.
  - Well depths range from 18-25' each.
  - Electrical supply comes in from the main pump house we currently operate.
  - Pump motor is operating but needs to be serviced as its locked up from sitting unused.
  - PVC pipe connecting the wells and pump needs repair (not major)
  - Well output is pumped to the main irrigation pond on 4.
  - Wells cannot be isolated, all are open at once.
  - Past run times have typically been from 7 days to as many as 30 depending on ground water table.
  - Wells provided anywhere from 50 to 100 GPM again depending on ground water table.
- This is the information we know to this date, but more research is needed.**

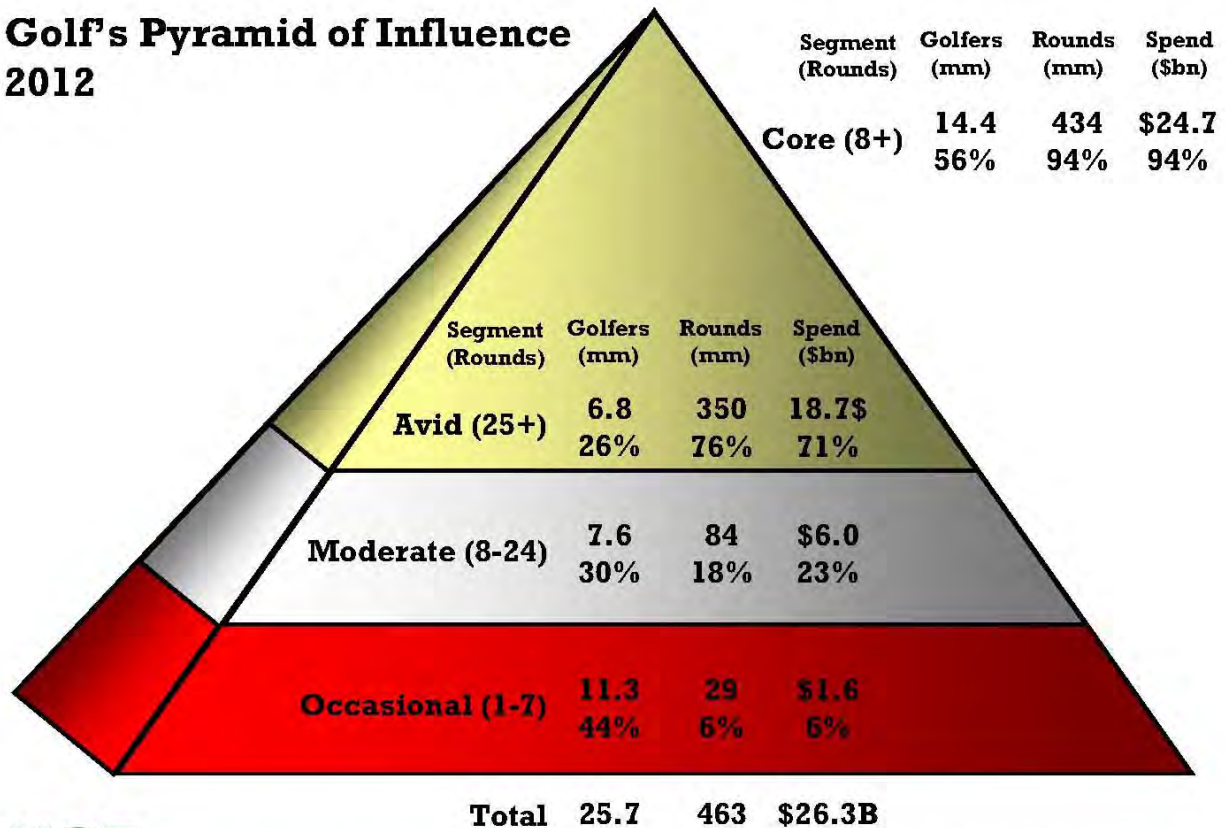
## **Appendix 14**

### **Golf's Pyramid of Influence**

**National Golf Foundation, 2012**



## Golf's Pyramid of Influence 2012



**NGF**

NOTES: Percentages reflect % of total golfers. Avid is a sub-set of Core – Note: Spending Data from 2010 reporting