

**SENATE . . . . . No. 01583**

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The Commonwealth of Massachusetts

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PRESENTED BY:

*Brian A. Joyce*

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*To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:*

The undersigned legislators and/or citizens respectfully petition for the passage of the accompanying bill:

An Act authorizing the leasing of the Leo j. Martin Memorial golf course..

\_\_\_\_\_  
PETITION OF:

NAME:

*Brian A. Joyce*

DISTRICT/ADDRESS:

*Norfolk, Bristol, and Plymouth*

# SENATE . . . . . No. 01583

By Mr. Joyce, petition (accompanied by bill, Senate, No. 1583) of Joyce for legislation to authorize the leasing of the Leo J. Martin memorial golf course [Joint Committee on State Administration and Regulatory Oversight].

[SIMILAR MATTER FILED IN PREVIOUS SESSION  
SEE  
□ SENATE  
□ , NO. 1423 OF 2009-2010.]

## The Commonwealth of Massachusetts

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**In the Year Two Thousand Eleven**  
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An Act authorizing the leasing of the Leo j. Martin Memorial golf course..

*Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:*

1           SECTION1. (a) Notwithstanding sections 40E to 40K, inclusive, and sections 52 to 55,  
2 inclusive, of chapter 7 of the General Laws or any other general or special law to the contrary,  
3 the division of capital asset management and maintenance, on behalf of and in consultation with  
4 the department of conservation and recreation may, using such competitive proposal process as  
5 the division deems necessary or appropriate, lease and enter into other agreements, for terms not  
6 to exceed 25 years with 1 or more operators, for the Leo J. Martin Memorial golf course in the  
7 town of Weston so as to provide for the continued use, operation, maintenance, repair and  
8 improvement of the golf courses, practice greens, driving range, restaurant or any other structure  
9 and associated lands which constitute the facilities of the Leo J. Martin Memorial golf course,

10 hereinafter referred to as the golf course; provided, however, that the division of capital asset  
11 management and maintenance, in consultation with the department of conservation and  
12 recreation shall prefer any proposal submitted by the town of Weston, or by a non-profit  
13 organization within the town of Weston, which complies with the requirements of this section;  
14 and provided further, that the division of capital asset management and maintenance shall  
15 provide the town of Weston no less than 180 days to determine whether said town shall submit a  
16 proposal prior to soliciting proposals pursuant to subsection (b); and provided further, that if said  
17 town of Weston executes a lease of the golf course pursuant to this section it shall not assign or  
18 otherwise transfer the lease to any third party.

19           There shall be an option for renewal or extension for operations and maintenance  
20 services not exceeding an additional 5 years. Such renewal or extension shall be at the discretion  
21 of the division of capital asset management and maintenance in accordance with the original  
22 contract terms and conditions or contract terms and conditions more favorable to the  
23 commonwealth. All leases shall contain a provision that requires the lessee to carry  
24 comprehensive general liability insurance with the commonwealth named as a co-insured,  
25 protecting the commonwealth against all personal injury or property damage within the golf  
26 course or on the land of the golf course during the term of the lease.

27           Such lease and other agreements shall be on terms acceptable to the commissioner of  
28 the division of capital asset management and maintenance after consultation with the  
29 commissioner of the department of conservation and recreation, and, notwithstanding any  
30 general or special law to the contrary, shall provide for the lessee to manage, operate, improve,  
31 repair and maintain the property. Any such lease or other arrangement shall stipulate that any  
32 required capital improvements to the golf courses, practice greens, driving range, restaurant or

33 any other structure or associated lands which constitute the facilities of the golf course shall be  
34 made by the lessee and shall include a description of the required capital improvements and  
35 without limitation performance specifications. Said lease and other agreement shall provide that  
36 any benefits to the commonwealth and the costs of improvements and repairs made to the  
37 properties by the lessee shall be taken into account as part of the consideration for such leases or  
38 other agreements. All consideration received from the leases or other agreements executed  
39 pursuant to this section shall be payable to the department of conservation and recreation for  
40 deposit into the General Fund.

41 (b) If no lease agreement is reached with the town of Weston pursuant to subsection  
42 (a) and not before April 1, 2012, the division of capital asset management and maintenance, in  
43 consultation with and on behalf of the department of conservation and recreation, shall solicit  
44 proposals through a request for proposals which shall include key contractual terms and  
45 conditions to be incorporated into the contract, including but not limited to: (1) a comprehensive  
46 list of all recreational facilities operated by the responsive bidder or offeror in the last 4 years;  
47 (2) other facilities management or experience of the responsive bidder or offeror; (3) a  
48 residential, senior citizen and children discount program; (4) reservation policies; (5) proposed  
49 reasonable rates that will ensure continued public access; (6) required financial audits; (7)  
50 policies to encourage use of the golf course by persons of all races and nationalities; (8) safety  
51 and security plans; (9) seasonal opening and closing dates; (10) hours of operation; (11) holiday  
52 recognition; (12) grievance processes; (13) clubhouse license; (14) a provision that the facility  
53 shall be maintained as a 36 hole public golf course; (15) a provision that lessee shall not  
54 construct any facilities on the grounds of the golf course or any property appurtenant thereto;  
55 provided, however, that said lessee may construct facilities incidental to the operation of a golf

56 course with the written approval of the commissioner of the department of conservation and  
57 recreation; (16) a provision that the town of Weston shall receive compensation from the lessee  
58 in an amount equal to or greater than the amount said town would receive in property taxes if the  
59 golf course were taxed as a commercial property as may be determined by the board of assessors  
60 of the town of Weston. Any increase in fees including fees for season passes, and any increase  
61 in charges for greens fees, golf cart or club rentals shall be approved in writing by the  
62 commissioner of the department of conservation and recreation; provided, however, that in  
63 considering any request for an increase in fees, the commissioner shall consider without  
64 limitation: (i) any capital investment made by the contractor or lessee; (ii) the fees and charges at  
65 other public golf courses within reasonable proximity; and (iii) the length of time since the last  
66 fee increase.

67           It shall be a mandatory term of any request for proposals issued by the division of  
68 capital asset management and maintenance and of any contract entered into by the  
69 commonwealth with any party that any party which has entered into a contract pursuant to this  
70 section with the commonwealth shall require, in order to maintain stable and productive labor  
71 relations and to avoid interruption of the operation of the golf course and to preserve the safety  
72 and environmental conditions of said golf course, that all employees currently working on the  
73 operation and maintenance of the golf course be offered employment by any party entering into a  
74 contract pursuant to this section. Upon the execution of any agreements authorized by this  
75 section, the department of conservation and recreation shall reassign or relocate those employees  
76 who do not accept employment with the lessee, to comparable positions within the department  
77 subject to applicable collective bargaining agreements.

78           (c) The provisions of any general or special law or rule or regulation relating to the  
79 advertising, bidding or award of contracts, to the procurement of services or to the construction  
80 and design of improvements shall not be applicable to any party leasing the golf course pursuant  
81 to this section.

82           (d) Notwithstanding any general or special law to the contrary, the inspector general  
83 shall review and approve any lease executed pursuant to this section and the review shall include  
84 an examination of the methodology utilized for establishing a lease price. Within 30 days of  
85 receiving the lease, the inspector general shall prepare a report of his review and file the report  
86 with the commissioner of the division of capital asset management and maintenance. Within 15  
87 days of receiving the inspector general's report, the commissioner shall submit such report to the  
88 house and senate committees on ways and means and the joint committee on bonding, capital  
89 expenditures and state assets but no later than 15 days before the execution of any agreement or  
90 other document relating to the lease.

91           (e) Notwithstanding any general or special law to the contrary, the lessee shall be  
92 responsible for all costs and expenses, including but not limited to, costs associated with any  
93 engineering, surveys, appraisals, and document preparation related to the contracts and leases  
94 authorized pursuant to this section as such costs may be determined by the commissioner of the  
95 division of capital asset management and maintenance. Upon conveyance of the parcel, the  
96 lessee shall be solely responsible for all costs, liabilities and expenses of any nature and kind for  
97 the development, maintenance, use and operation of the golf course.

98           (f) The division of capital asset management and maintenance and the department of  
99 conservation and recreation shall report on the results of any requests for proposals and any

100 subsequent leases executed as a result of this section. The report shall include, but not be limited  
101 to: the time required to conduct the request for proposals process; the quality and characteristics  
102 of the bids received in response to the request; the criteria used to identify successful bidders; the  
103 dates of any executed leases; any service changes resulting from executed leases; any increase or  
104 decrease in the length of the season of operations for the golf course; the capital improvements  
105 that have been completed, are under construction or are planned by the lessee; and the revenue  
106 generated by any executed leases. The report shall be submitted to the clerks of the house and  
107 senate and to the house and senate committees on ways and means no later than February 1,  
108 2013.