

**HOUSE . . . . . No.**

---

**The Commonwealth of Massachusetts**

PRESENTED BY:

**Bradley H. Jones, Jr.**

*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 relative to golf courses owned by the Commonwealth.

PETITION OF:

NAME:	DISTRICT/ADDRESS:
Viriato Manuel deMacedo	1st Plymouth
Bradley H. Jones, Jr.	20th Middlesex
George N. Peterson, Jr.	9th Worcester
Elizabeth Poirier	14th Bristol

[SIMILAR MATTER FILED IN PREVIOUS SESSION  
SEE HOUSE, NO. 33 OF 2007-2008.]

**The Commonwealth of Massachusetts**

---

**In the Year Two Thousand and Nine**

---

**AN ACT RELATIVE TO GOLF COURSES OWNED BY THE COMMONWEALTH.**

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

1 SECTION 1. The commissioner of the division of capital asset management and maintenance,  
2 hereinafter referred to as the commissioner, on behalf of and in consultation with the  
3 department of conservation and recreation, hereinafter referred to as the department, is  
4 hereby authorized, notwithstanding sections 40E to 40J, inclusive, of chapter 7 of the General  
5 Laws and section 54 of said chapter, and using such competitive proposal process as the  
6 commissioner of said division deems necessary or appropriate, to enter into lease or other  
7 agreements, for terms not to exceed 25 years, to provide for the continued use, operation,  
8 maintenance, repair and improvement of the following state-owned structures and facilities  
9 together with the land and appurtenances associated therewith: Ponkapoag Golf Course,  
10 Canton, and Leo J. Martin Memorial Golf Course, Weston, both of which hereinafter referred to  
11 as the properties.

12

13           Any such lease shall or agreement shall contain a provision requiring the lessee to carry  
14 comprehensive general liability insurance with the commonwealth named as a co-insured and  
15 protecting the commonwealth against any and all personal injury or property damage on the  
16 land during the term of the lease.

17

18           Such leases and other agreements shall be on terms acceptable to the commissioner  
19 after consultation with the department, and notwithstanding any general or special law to the  
20 contrary, shall provide for the management, operation, improvement, repair, and maintenance  
21 of the properties. Any provisions in such leases or agreements relative to capital improvements  
22 to the properties shall include (i) a description of the required capital improvements and (ii)  
23 performance specifications. Such leases and other agreements shall provide that any benefits  
24 to the commonwealth and the costs of improvements and repairs made to the properties  
25 provided by the tenants or the recipients of the properties shall be taken into account in  
26 determining the amount of lease payments. The commissioner, in consultation with the  
27 department, shall structure each lease or other agreement to minimize disturbance of the  
28 current rights of any tenants who may currently use any part of properties, whether under a  
29 written lease or other arrangement. All consideration paid in connection with any lease of the  
30 properties shall be deposited in the General Fund. The lessees of the properties shall bear all  
31 costs deemed necessary or appropriate by the commissioner of the division of capital asset

32 management and maintenance for the transaction, including, without limitation, all costs for  
33 legal work, survey, title and the preparation of plans and specifications.

34

35           The division of capital asset management and maintenance, in consultation with and on  
36 behalf of the department of conservation and recreation, shall solicit proposals through a  
37 request for proposals which shall include key contractual terms and conditions to be  
38 incorporated into the contract, including but not limited to (1) a comprehensive list of all golf  
39 courses operated by the responsive bidder in the last four years, (2) other facilities  
40 management or experience of the responsive bidder, (3) other sports management experience  
41 of the responsive bidder, (4) a residential discount program, (5) reservation policies, (6)  
42 proposed reasonable rates that will ensure continued public access, (7) required financial  
43 audits, (8) policies to encourage use of the course by persons of all races and nationalities, (9)  
44 safety and security plans, (10) seasonal opening and closing dates, and (11) hours of operation.

45

46           The inspector general shall review and approve any request for proposal issued by the  
47 division before issuance.

48

49           The division, in consultation with the department, when evaluating proposals that are  
50 otherwise comparable, shall prefer any proposal to lease a course that is submitted by a city or  
51 town where the course is located.

52

53           It shall be a mandatory term of any request for proposals issued by the commissioner  
54 and of any contract entered into by the commonwealth with any party regarding the subject  
55 matter of this section that any party which has entered into a contract pursuant to this section  
56 with the commonwealth shall require, in order to maintain stable and productive labor  
57 relations and to avoid interruption of the operation of the courses and to preserve the safety  
58 and environmental conditions of those courses, that all employees currently working on the  
59 operation and maintenance of the courses be offered employment by any party entering into a  
60 contract pursuant to this section. Upon the execution of any agreements authorized by this  
61 section, the department of conservation and recreation shall reassign or relocate those  
62 employees who do not accept employment with the lesser, to comparable positions within the  
63 department subject to applicable collective bargaining agreements.

64

65           The provisions of any general or special law or rule or regulation relating to the  
66 advertising, bidding or award of contracts, to the procurement of services or to the  
67 construction and design of improvements shall not be applicable to any selected lessee which is  
68 awarded a contract pursuant to this section, except as provided in this section.

69