Maynard Golf Course Re-Use Committee Final Report

October 2014
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**Introduction**

The Maynard Golf Course Re-Use Committee (“The Committee”) was created as the result of the Town’s purchase of the Maynard Country Club in early 2012 using Community Preservation Act (CPA) funds. The Committee’s Mission is to assess the feasibility of alternatives at the Maynard Country Club land... that are consistent with the Community Preservation Act, and which enhance the character and vitality of the Maynard community for all ages. The Committee first met in September 2012, after appointment from the Board of Selectmen.

This report summarizes approximately 18 months of the Committee’s work, consisting of interviews, research, public meetings and forums, to evaluate the open space and recreational needs of the Town and the opportunities to meet those needs with this land acquisition.

The Committee currently consists of four members appointed by the Board of Selectmen to represent a diverse cross-section of the Maynard community. The four members are:

- Mark Grundstrom (Chair)
- Kathleen Campbell (Vice-Chair)
- Adam Conn (Secretary)
- Deirdre Campbell

The Committee also acknowledges the extensive contributions of William Freeman, appointed to the Committee and served as Chair early on, as well as the various Town Selectmen who served as Liaison to the Committee: Jim Buscemi, Dawn Capello, and Bill Cranshaw.

**Objectives of the Committee**

- Develop an understanding of the property’s characteristics including location, size, shape, natural features, amenities, history, importance in past Town reports and studies, current operating situation, revenues, legal issues, limitations and other relevant issues related to its use;
- Consider the operating status and maintenance issues of the property while under private management
- Evaluate various recreation, open space, entertainment, cultural, athletic, housing, alternative energy, natural resource, business, revenue and other opportunities with potential at the property and that are consistent with the mission, to determine the feasibility of such activities at the property
- Evaluate alternative management structures
- Initiate a fully public and transparent process whereby residents, businesses, town boards and committees, and interested organizations can provide input and receive regular updates and communications about the progress of the Committee
- Provide a final report for acceptance by the 2014 Annual Town Meeting which includes preferred recommendations for action by the Board of Selectmen. Such Report shall summarize the process, timeline, input received, alternatives evaluated, rational for the recommendations, management structure, revenue potential, benefits and costs.
Committee Tasks Completed

- The Committee hosted frequent, open public meetings (up to 2 per month) between September 2012 and March 2014.
- The Committee met with the Metropolitan Area Planning Council (MAPC) team to review objectives of the public visioning sessions and to identify groups and individuals that could be encouraged to participate in public forums.
- The Committee created an online public forum through the Town website for interested community members to transmit thoughts, comments and ideas to the Committee.
- The Committee attended and participated in multiple site walks, and three MAPC visioning sessions to gather ideas and community input for futures uses of the property.
- The Committee reviewed the results of the MAPC work and gave feedback prior to the finalization of their Report.
- The Committee obtained information on use limitations and restrictions as it relates to Community Preservation Act funds used for the purchase of the Maynard Country Club.
- The Committee met with the current golf course management company to discuss course improvements needed, as well as potential course modifications to accommodate other recreational uses.
- The Committee met with the Town Facilities Manager to evaluate the open space and recreational facilities currently existing in the Town, and the costs to maintain those facilities.
- The Committee met with members from the community, representative of various Town Boards and Committees and local organizations, who expressed needs and desires of the community by participating in open committee meetings.
- The Committee communicated with Town officials to obtain information on the various zoning, parking, traffic, and accessibility issues that would need to be considered in any future land planning.
- The Committee conducted independent research into costs and considerations for many types of recreational and open space land development.
- The Committee discussed a multitude of options and created themed categories of potential uses from the information gathered at public forums and online comments.
- The Committee evaluated each category of potential uses for feasibility, cost and timeframe to develop a comprehensive compilation of realistic options.
- The Committee considered the works of other relevant Town Committees.
- The Committee developed a set of recommendations that lays out a thoughtful path and timeline for development of the land for the recreational enjoyment of the community.

Property History

The property, originally deeded to Edmund Brown when this area was part of Sudbury, eventually passed from the Browns, to the Conants, to the Goldsmiths (and to Stow and then Maynard), before becoming the Whitney Farm. A decade after Calvin Whitney’s death, the property was purchased with the intent of becoming The Maynard Country Club. The club was established in 1921 and notable golf architect Wayne Stiles was hired to direct construction of the course. The course operated member-owned semi-private golf facility through the 2011 season.
A complete history of the land, the development of the course, and other historical information can be found in Appendix B.

The property was purchased by the Town of Maynard in February 2012 for $2 million using Community Preservation Committee funds and public bonding. The Town entered into a contract with Sterling Golf Management, Inc. in 2012 to manage and maintain the property as a public golf course and function hall for a three-year period. The current contract ends on December 31, 2014.

**Property Description**

The site consists of approximately 62 acres in the towns of Maynard and Acton. Improvements consist of a nine-hole public golf course, a single-story clubhouse building, a parking area and various maintenance buildings. The site is bounded on the west by Brown Street, on the north by wetlands and 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, across Brown Street, is the location of the proposed Assabet River Rail Trail (ARRT), which would provide bicycle access to the site from the downtown, connect to the South Acton commuter rail station, and connect other areas of the Maynard community. A partial sidewalk also connects the property to downtown Maynard; however, this path of travel does not meet current accessibility standards.

The land consists of rolling terrain, with a bisecting stream valley and associated floodplain, large sections of well-developed wetlands, and several small ponds. Although the flood zone maps indicate that the 100-year floodplain (Zone “A”) is entirely off-site to the north (on the Acton conservation land), there is an area of 500-year floodplain (Zone “X”) that is located in the lowlands along the stream valley. Aerial photo-based maps of the property, illustrating property boundaries, wetlands, floodplains, soil types, etc., are included in the appendices to the report prepared by the Metropolitan Area Planning Council.

The vegetation on the site includes low 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. The soils on the site vary from rocky outcrops to established wetlands, with much of the land considered prime agricultural soils in the State of Massachusetts.

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 that is currently occupied by a used car dealership. There are 80 existing parking spaces along the Brown Street entrance to the property. Utilities onsite include potable water, sanitary sewer, and overhead electric. The four-season clubhouse building is heated by natural gas.

The land is subject to limitations imposed on its future uses by the manner in which it was purchased (using Community Preservation Act funds). In addition, any future open space and/or recreational uses will require that a conservation restriction (approved by Executive Office of Energy and Environmental
Affairs and held by a third party) be placed on the areas of land to be covered by the open space and passive recreation uses.

**Executive Summary from the 2012 MAPC Report (March 2013)**
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.

**Committee’s Determination of Best Uses**
The Committee, after much public input, evaluation, and brainstorming, recognized that there is no one perfect option for CPA approved land uses on this Town property to satisfy everyone. The needs of the Community change, resources fluctuate, and the ideas generated from numerous active participants during this initial process, especially if representing dramatic and/or costly changes to existing land uses, may not represent the best fit for the community as a whole, in the long term. The Committee also recognizes the need for slow, thoughtful change with strong leadership provided by both the Town and community-based organizations for implementing these modifications.

The Committee evaluated four potential options for use of the property. Details of each option are presented within this report. The initial two options maintain its existing land use as an active, successful public golf course. The third option, which can and should be implemented cooperatively with the golf course management company, reclaims certain portions of the property by reconfiguration, to create flexibility for other community-based recreational alternatives without disruption to golf operations. Should, however, golf course operations no longer be considered feasible, the Committee then highlighted certain changes, if desired and with community support, to redevelop the property for non-golf uses. We feel strongly that a combined, four-option evolutionary path is the most fiscally responsible method of land planning for the current and future benefit of the community, and this represents our Recommendation.

Two additional options, which are mentioned here but not fully developed within this report, consist of the redevelopment of the property for affordable housing, and/or sale or transfer of all or a portion of the property. These were not excluded from consideration; however, discussion is minimized for two
reasons: 1) there were too many variables involved in evaluating these options, and 2) these were highly unpopular alternatives that we feel the community as a whole would not support by themselves.

Therefore the Committee concurs with the MAPC of initially maintaining the land as a public golf course, and presents numerous options for future improvements to increase the community’s use and access to the land.

Sustainability
Throughout the public participation process, sustainability emerged as a core theme. Thoughtful input was received from many meeting attendees, including members of the Maynard Climate Action Network. It is clear that, for both current and future uses of this Town-owned land, the community supports sustainable practices that represent both cost-effective management and good environmental stewardship. The following elements must be factored into consideration for any usage of this property:

- Water is a precious resource, even to our water-rich region, and conservation of this resource is vital to our future. Irrigation represents the highest demand for water for the current use as a golf course, and improvements to the collection, storage and distribution of water should be a priority for both current and future (golf or non-golf) options for land use.
- Eliminating waste is another priority in a sustainable organization. What may now be a land maintenance waste (e.g., tree trimmings, grass clippings) is a perpetual source material for compost. Recycling of function hall organic waste (e.g., food, paper, and cardboard) can reduce costs of disposal, and together with the plant wastes, be re-used on the property in ways that could also reduce water demands.
- Beyond the natural environment, any new construction or modifications to structures (functional building space or pavilions) should include an evaluation of energy sources (i.e., wind, solar, geothermal) to reduce or eliminate the additional cost of energy demand normally supplied by the grid.

Finally, all of the options discussed within this report present opportunities to generate discussion and explore new ideas for treating the property as a self-sustaining, natural land resource. Could we grow fruit trees on property? What types of indigenous perennial plants could be used to create aesthetic landscapes while also being functional and low maintenance? What integrated pest management techniques (honeybees, ladybugs, etc.) can be used to reduce or eliminate the use of toxic pesticides? While further analysis of these opportunities goes beyond our mission, the Committee is highly in favor of the Town developing a comprehensive approach to sustainable land use practices.

Organization of the Report
What follows are the four evolutionary options. There is no specific timeline on implementation of the second, third, and fourth options. Portions of options two and three can be implemented in any sequence, as funding, interest, and community support allow. Option three is broken into two parts, based on the geography of the changes, and can be implemented independent of one another. Options
presented in two and three present low-impact expansion of community use and involvement without damaging golf operations, and can be seen as “test balloons” to see if larger scale non-golf uses of the property will be viable.

**Option #1: Maintain Golf Course “As Is”**

This option is to keep the Maynard Golf Course in current operation as a nine-hole, town-owned municipal golf club. The golf course will continue to run with its current hours and seasonal schedule and will welcome added uses that do not conflict spatially or temporally with the golf uses.

The Maynard Golf Course is being managed under a lease to Sterling, which is providing all management services and pays the Town a minimum of $50,000 per year. Sterling has concluded its second year of business, during which time the majority of the $50,000 payout has gone towards various improvements to the course and clubhouse. The initial term of the lease is three years, ending the last day of 2014. Copies of the 2012 RFQ and the contract between Sterling and the Town of Maynard are included in the appendices to this document.

The current agreement with Sterling has little or no impact on Maynard’s infrastructure. Since the 62 acres of land was purchased using $500,000 CPA fund reserve, the financial burden to the taxpayer is limited to the $1.5 million, 15-year bond (maturing in 2027). Per the contract, operating costs for the course and club house are financed by Sterling. Sterling is also responsible for all repair costs and capital expenditures under $2,500.

**Visioning Session Results Review**

The MAPC, in concert with the Committee, undertook a series of visioning sessions and site walks during the fall and winter of 2012. The first of the public input sessions was held on October 10, 2012, at the golf course clubhouse with approximately 70 individuals attending. The meeting helped obtain initial information from the public relating to their goals for reuse of the site and to sift through these concepts to place greater and lesser support feedback to the proposals. The next public program was a site walk on course grounds with 50 people in attendance. The walk further developed re-use alternatives and public opinion. The input received from these meetings, as well as the comments submitted to the Committee’s web site, were evaluated and categorized and used by the MAPC staff in preparation of alternative future scenarios for the December 5, 2012, public forum. MAPC prepared 4 alternative scenarios for presentation, discussion and initial polling using electronic keypads given to the 60 people in attendance. Scenario #1, “Keep the Golf Course as it is”, received the largest amount of support. 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. For the second choice, the greatest number (49%) selected keeping the course as it is but adding shoulder uses, and 22% just keeping the course as it is. 80% of the attendees selected “Keeping the Golf Course as it is” as one of their two top choices.
**Community Benefits**

There are several benefits for keeping the golf course as it is. In addition to the aforementioned low impact on the Town’s infrastructure while maintaining the existing acreage and the fairly low-cost requirements, the Town has the ability to generate revenue, preserve an open space ecosystem and tap into several added community driven features.

Since the golf course lease appears to be providing the Town with a net positive revenue stream, while also maintaining and making improvements to the golf facility, this meets the goal of many Maynard residents that the future land uses do not cost the Town significant capital or operating funds. Also, during the visioning sessions, many participants who considered broader uses for the property were supportive of an interim golf use since this limited municipal costs and maintenance obligations. In addition, the cost of establishing tees, fairways and greens are significant, and it is important that the Town does not let these capital assets decay while other land use decisions are being finalized. It is far easier to maintain the existing course, while generating revenue and offering land recreation, than it would be to re-establish a course after it were left fallow for any significant period of time.

The Maynard Golf Course has existed since 1921 and has established a large customer base seeking nine-hole play at an affordable rate. Since the golf course is so close to downtown, golfers are attracted to visiting local businesses and restaurants. The course is available to the surrounding communities for off-season recreational use. During winter months, people enjoy winter activities such as sledding, snow shoeing and cross country skiing. Second only to the densely wooded Assabet River Wildlife Refuge, the golf course offers the Town the largest open green space within the Town’s small footprint. The land offers diverse flora and fauna as well as a stream land ecosystem, and in doing so, preserves a nice wildlife habitat.

The existing lease provides for three “special event days”. The Town could take full advantage of this provision and plan seasonal events to draw more residents to the site and more business to the Town as a whole. Such events would foster a stronger sense of community and commonality. “Town Days” would require consideration and planning though and would generate temporary issues of parking lighting, traffic, security and accessibility. The Town could also offer Resident rates for daily and seasonal greens fees. It should be noted the existing lease grants play for the Maynard High School golf team in the form of practice for one hour per day during the week through the golf season.

There appears to be little financial risk to continuing the operation while the Town considers future options for the site. The Town could consider a different management model if profitability was determined to be a central focus for the land. Several towns in eastern Massachusetts successfully run municipal golf courses using town facilities and an established Enterprise fund as a secured financially independent business model. Examples of successful municipal golf courses can be found in the appendices to this document. Please take note the towns that are successful with municipal golf courses have a much larger population base than Maynard. It has been suggested a town of Maynard’s size most likely does not have the supporting infrastructure to successfully maintain and run a municipal golf course.
Disadvantages, Risks, and Concerns
During the MAPC sponsored visioning sessions, participants repeatedly mentioned that the property is used by only a small portion of Maynard residents, due to golf being such a specialized pastime. If the land was repurposed for non-golf related recreational uses, a wider selection of residents would be able to enjoy the land’s offerings.

The current contract with Sterling expires at the end of 2014. This presents a major risk to continued operations, as Sterling or any other qualified company may not bid on a future contract. Ways to mitigate risk in this area would include offering a longer-termed contract, to help establish permanency.

Additional major concerns would be the possible failure of any management company to maintain proper stewardship of the land. The land is an asset and should be treated as one.

Adequate water supply during the summer months has always been a concern for golf course operations. There are two main deep rock wells which currently pump a range of 55 gallons per minute to a high point of 65 gallons per minute. During the peak dry summer weeks, this amount is not sufficient to keep the course properly watered. Proper maintenance during the past two years has proven costly. These wells were hydrofracked in May 2012 for a cost of $5,400 to increase the volume of water output. Sterling still did not feel this amount was sufficient and found another abandoned well field near Hole 2. During the fall of 2013, Skillings & Sons cleaned and re-rated this well and replaced the pump, costing the Town $9,500. Sterling feels the three wells should supply an appropriate amount of water to keep the course properly hydrated, but there will always be a cost associated with proper maintenance of these wells. Pulling from the Town water supply would be a burden to taxpayers. Establishing a source of effluent water from the municipal wastewater management plant is a possibility, but would be quite expensive for initial set-up. Please see Appendix A, page 16, for further detail.

The biggest disadvantage to the Town with the current model of business centers on the condition of the clubhouse. Per the agreement with the Town Administrator, Sterling has been using the monthly lease fee to make capital improvements to the building. There are several costly repairs needed to keep the property viable. One might consider the most cost effective repair would be a complete tear-down and rebuild, but this would be a multi-million dollar project. The long term benefits would be quite attractive to the community though, if the new property could be used as a multi-purpose resource. Sterling has supplied a lengthy list of capital improvements, to clubhouse and course that they would like to see addressed during the 2014 season. See Appendix C for the list of capital improvements desired by Sterling.

Conclusion
The MAPC report encouraged the community to consider keeping the existing golf course operation largely if not completely in its current layout, and to try to meet the goals of the general public for additional uses on the site or other sites around the Town. If, after a period of several years of operation, the circumstances change or the course is not operating at a profit for the Town or it is not meeting the needs of the community, then the Town can convert the site to other uses. There appears
to be little financial risk to continuing the golf course operation while the Town considers all future options for the site. This is especially true if Sterling elects to commit to another lease.

**Option #2: Increase Non-golf Operations**

Additional uses of the golf course facility and land can be added with minimal or low impact to day-to-day golf operations to specifically enable additional uses by residents that do not play golf, as well as expand use by residents during the golf off-season.

**Additional Outdoor Shoulder Uses**

**Visioning Session Results Review**

During the MAPC sponsored visioning sessions several participants noted that the golf course is only enjoyed by a select few residents, individuals that play the sport of golf. Participants expressed the desire for more versatile land use, by adding more uses in the off-season and by, at specific times on a regular basis, during the golf season. The temporal sharing of the site could further develop the appreciation of the land and assist in community development and land appreciation.

During the time that Sterling has been the lessee, off-season uses have been available to the community. After a good snowfall, it is common to find hundreds of residents sledding on Holes 1, 4 and 9. Cross-country skiing and snowshoeing is also common during the winter months. There is considerable interest in erecting a temporary outdoor skating rink on one of the fairways, but there is concern of permanent damage to fairway turf.

During visioning sessions, participants did voice a desire for the golf course to be open to walkers and runners during dawn and dusk. The lessee could allow walkers and runners access to Holes 7 thru 9 early in the morning (5:00 to 6:30 AM, for example) before early morning golfers begin to play those holes. In the evening the last tee time available could be an hour before sunset, allowing for the first five holes to be free from play and safe for walker and runners to enjoy. Several participants also noted a desire for town-wide festivals on the land.

**Community Benefits**

All of the benefits discussed in Option #1 apply to Option #2 as well. In addition, enabling additional shoulder uses for non-golfers would further enhance the land’s offerings and might actually spark additional business for the lessee, as well as providing resident access to different recreational uses of the land. The Town should also take advantage of the existing lease offerings providing for three “special event days” and the Town or management could further explore developing a larger choice of off-season (winter) offerings, such snowshoeing, cross-country, and skiing events and instruction.

For these additional uses to be successful, a consistent, clear schedule would encourage use and prevent frustration for both golf and non-golf users.
Disadvantages, Risks, and Concerns
Special Event or “Town Days” require appropriate planning and management for certain events. Possible issues could arise with parking, traffic flow, and law enforcement monitoring. This will place a small burden on Town department operations. Sterling did host a town appreciation day this past October, where Maynard residents could play golf for free – 48 residents took advantage of the offering. This event did not require Town department involvement.

If the Board incorporates ideas from option two as a contract requirement, it should be done with the understanding that such stricture on closing portions of the course at dawn and dusk might make any potential golf management companies concerned about limitations on daily operations. The golf management company might be burdened in proper management of limited-hour framework as well. In addition, if joggers and walkers are given access at certain times of the day, possible safety issue could arise. The presence of non-golf activities also raises the concern of potential damage to the golf course.

Modification of Clubhouse Space for Prioritized Community Use
Early in Sterling’s management of the facility, the locker rooms were determined to be of limited function. While lockers were used for storage by members when the facility was privately owned, the nature of a public golf course rendered these largely useless. As a result, most lockers were removed and a large storage area was created with the reclaimed space.

This space, approximately 1500 square feet in total, presents a tremendous opportunity for the Town of Maynard to re-use this space for community purposes. One large community need could be satisfied by refurbishing this as space prioritized for the Maynard Council on Aging (COA), for offices and meeting space.

Overview of Proposed Changes
Changes would include renovation of the rear of the Clubhouse, modifying the storage and locker room area to office and meeting space. Improvements to the exterior, such as replacing the existing ramps and adding a deck to the rear of the clubhouse, along with new doors, are included in this project.

Scope of Work
The largest costs within the renovations will be the addition of an accessible egress at the rear of the building (facing the putting green) in the form of an ADA-compliant ramp and deck combination. The second largest cost will be HVAC improvements. Additional aspects of this project will include necessary cosmetic elements, such as painting, flooring, of the new space, as well as core functionality items, such as electrical, lighting, furniture, etc.

Additional Uses to be Accommodated by Change
In addition to use by the COA, this space would still be attractive meeting space for groups and activities that have outgrown other public venue spaces (such as the Maynard Public Library), when other similar facilities are unavailable, or for events that would be enhanced by features of the club (such as the bar, kitchen, and golf course itself).
The golf course management company will gain the benefit of a deck, overlooking the ninth hole and fourth fairway area, which will enhance marketability as a true function hall.

**Costs of Project**
Most of the costs of the project, estimated between $65,000 and $85,000 will be borne by the golf course capital plan. Major initial costs would involve remodeling the space, purchase of appropriate accommodations (tables, chairs, etc.). Upkeep of this area may fall into the realm of the COA or its designate.

**Barriers to Success**
ADA Compliance and keeping accessibility options in good working condition may have significant ongoing costs. Use by the senior community will need to be encouraged and cultivated; a task that will fall largely upon the COA as the organizing body. Large events cannot be accommodated in space, however, there are additional spaces in the region that may be used, such as the Elks Lodge and other existing spaces.

**Benefits**
Approximately 2000 seniors reside in Maynard. This area could service a significant portion of the population better than current facility where COA conducts much of its activities. Additionally, the improvements to accessibility of the facility, as well as other concurrent improvements to the clubhouse, would significant enhance general function hall uses by the golf course management company.

Additionally, use by the senior population and community groups will enhance the facility’s standing within Maynard.

**Other Factors**
While this space would be primarily intended for use by COA, this space could have potential uses as function space for other Town of Maynard needs. A clear structure for scheduling use of the space must be constructed and implemented fairly and openly.

While renovation money would be targeted towards the COA usage, any changes would have benefits far outlasting projected occupancy by COA.

**Keys to Successful Implementation**
Town of Maynard (and the Council on Aging) working with golf course management to coordinate construction, keeping impact to day-to-day operations at a minimum, with strong preference toward executing changes during the off-season.

**Conclusion**
The Town (Recreation Department or a special committee) should explore, as a first step, the temporal sharing of the golf course. This could entail keeping the 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 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 management company, and may affect
future agreements with the Town. On the other hand, the exposure of more individuals for non-golf
purposes may inspire return visits to the facility as golf and/or clubhouse patrons.

Safety and logistics are of upmost importance in increasing shoulder use activities. There is need for
vigilance on the part of the golf course management with rule enforcement (i.e., making sure walkers
are off the course by a certain time, and to restrict latecomers from teeing off towards non-golf users).
Establishment of post-golf season uses present fewer issues, but uses during the golfing season must be
carefully managed. Please refer to Appendix A and Appendix F for further review of municipal golf
courses that allow additional uses (with mixed levels of success).

In addition, modifying the building to incorporate a large meeting facility will enhance usage outside of
the golf community. Serving the larger community of seniors through a central location suitable for the
task will greatly enhance the overall usage of the property by Maynard residents.

Option #3: Modification of the Course to Support New Concurrent Usage
Two significant modifications to the property can be made with relatively minimal overall impact to the
course. These changes can be made to the areas that comprise the current fairway and rough of Hole 1
and a tree-filled section along Hole 8. These repurposed areas will allow passive and active recreation
activities. Please see Appendix G for visual representations of the areas.

Modification of Hole 1

Description of the Area
The first hole of the course runs parallel to Brown Street (Route 27), between the entranceway to the
property and the Conant Street/Acton Street/Brown Street intersection. The tee boxes are located near
the clubhouse, across from the main entrance to the facility. The hole is the longest par 4 on the course,
featuring a slight dogleg to the right, anchored by four fairway bunkers to dissuade longer hitters from
cutting the corner. The green opens narrowly in front, guarded by three bunkers. To either side of the
fairway are large areas of rough. The rough area to the left of the fairway, running along Route 27, is
lined with trees along much of the roadway. The rough area to the right is bordered by significant trees
between the rough and the fairway for the second hole. This area is utilized by the course as a place to
practice short iron and wedge shots.

Overview of Proposed Changes
The rough area to the left of the first fairway is a significant buffer used solely to prevent errant tee
shots from causing a public safety hazard. By shifting the first fairway from the left of the fairway
bunkers to the right, the left rough and part of the current first fairway can be repurposed for non-golf
community use. This area could be used for community activities, such as concerts, fairs, and other such
gatherings that are inappropriate for the small public areas, such as Memorial Park, as well as for
activities that can be offered by the designated managers of the golf course, such as weddings,
banquets, and other festivities. Additional parking can be created from the reclaimed area as part of this
project. This area would comprise between four and six acres of green space, far exceeding the two acres total for Memorial Park (which includes parking and monument areas).

Scope of Work
There are four main areas under the scope of this project. One area would be construction of the new first fairway. Another area would be conversion of the current first fairway and rough for community and facility event use. Another would include expanding parking accommodations as needed. An additional area would be incorporation with the proposed ARRT and other improvements not directly on the course property.

Conversion of the rough area to the right of the fairway to a new fairway would involve several steps. The grounds would need to be improved from unkempt to a proper fairway, which would involve significant cultivation. Numerous trees would need to be removed to enhance play (although some may be kept to keep/increase the challenge of the hole). The irrigation system would need to be extended to service this new area. At least one bunker near the green may need to be modified. The tee boxes would also need to be modified significantly or new ones created to accommodate the new hole direction. Most of these changes can be made without affecting play (other than noise from the work).

Conversion of the rough area to the left of the fairway to community and facility event use can be done with minimal effort, and can be done in phases. Some enhancements would be to include picnic tables and other movable structures for potential year-round use. Electrical infrastructure could be extended to the area, operated from the current power grid or from a generator platform, to accommodate events needing power. Trees and other natural barriers can be planted to delineate the course from this new space, providing enhanced safety and natural beauty. While some of these changes can be implemented currently, use could not be concurrent with golfing due to safety.

A later enhancement could include increasing the number of available parking spaces by reusing some of the space made available by the shift in the tee boxes. Additionally, the entrance to the course could be moved further north on Route 27 to remove it from the curve for increased safety.

Additionally, with proximity of the proposed ARRT to the course, additional plans should be incorporated to enhance safety and usability of the proposed space. A safety crosswalk (with flashing lights, pavement painting) at the Acton Street/Brown Street/Conant Street intersection will allow safe connection to the trail, neighborhood, and nearby Rockland Avenue Field. This crosswalk may serve a dual purpose by helping calm traffic prior to two major dangerous road areas south of the area – the curve on Brown Street near the golf course entrance and the Haynes Park triangle area.

Additional Uses to be Accommodated by Change
Maynard could benefit from this new usable event space significantly. This area could be used for a number of town events, including but not limited to concerts, outdoor movie events, community bazaar, art festivals, yoga classes, summer theater programs, as well as provide a public gathering place for organizations and groups.
Current off-season uses, such as winter sledding, can be enhanced by the availability of picnic tables and other gathering areas, while alleviating concerns of damage to the course. Additional off-season uses, such as a skating area, could be more easily accommodated in this new area, again, without concern of damage to the course.

Additionally, this area would complement any property edge trail development, enhanced by the safety crosswalk at the Acton Street/Brown Street/Conant Street intersection, and compliment access to existing recreational facilities (Rockland Avenue Fields) and proposed infrastructure (ARRT).

While there has been significant interest and investigation to using this area to construct an outdoor pool facility, there are also numerous barriers to implementing such a plan. CPA uses limit construction of new structures on the property, excluding the creation of an indoor pool facility. An outdoor pool would be noisy, very detrimental to golfing activities, involve a need for a larger increase in parking than for other passive and active uses, limited to season use, incur significant construction and recurring costs, provide increased Americans with Disabilities Act (ADA) compliance issues, would open the Town to significant liability, and could severely impact off-season usage.

**Costs of Project**

There are several direct costs for the various elements of this project. Significant areas of expenditure would include, but are not limited to, architectural costs, tree and stump removal, fairway construction, irrigation, safety barriers, modification of bunkers, parking and entrance improvement, electrical support, certification of the new hole, and modification of the tee boxes. This outlay could run as high as $150,000 to $250,000. While these numbers are a large amount, these changes could easily operate for decades without concern of significant additional expenses. The proposed enhancements along Route 27 may be offset by seeking state and/or federal funding for the safety improvements.

**Barriers to Success**

There are several barriers to success. Frequent golfers at the course may express displeasure at change. Reconstruction may hinder or cause delays in pace of play, at least in the short term, or cause disruption through increased noise and activity. The concerns of the golfers are noteworthy and not insignificant.

There are some increased risks with concurrent activities with this new configuration. Safety issues from errant shots will increase. This may be mitigated by setting tee boxes lower on the hill; however, this increases the distance from the clubhouse to the tee, increases construction costs, and shortens the hole and potentially provides a risk to golfers on the second fairway. A protective artificial barrier screen may need to be utilized for safety reasons to the left of the tee boxes. There is also the matter of noise and visual distraction from this area; this should lessen over time with the growth of a natural tree barrier.

There is also increased risk with non-concurrent activities with this new configuration. There is potential for damage to the course from community users leaving the designated area, as well as an increased litter issue. Both of these issues exist currently, but will increase with increased community usage and should be planned for.
There is the potential of decreased visibility of the golf course from Route 27, a main thoroughfare into and through Town. However, by moving the entranceway to a safer part of the road, drivers could more easily see signage for the course, alleviating this concern.

There is the question of cost effectiveness. In the short term, this will not be a cost-effective capital expenditure. However, the increase in potential activities and ancillary revenues for the course and the Town may provide significant (but unquantifiable) improvements to the quality of life for the Town and quality/quantity of services provided by this facility.

**Benefits**

There are numerous benefits of this project, divided into benefits to the Town of Maynard and surrounding communities and to the golf course/golf course management company.

This new area will enhance the Town by providing a large area for events currently limited by Memorial Park’s shortcomings (small green space, unpredictable electrical, traffic flow constraints). Increased activities and events will also increase awareness and desirability for further use of the course. The proposed natural barrier plantings at the course increase the “greenness” of the Town.

This new area could also enhance revenue opportunities for the golf course management company and the Town. The golf course management company would have increased opportunity through expanded functional space and increased parking spaces for private or ticketed events such as receptions, banquets, and concerts. Increased and enhanced non-golf related events held at the course increases exposure to potentially new golf patrons. Additionally, the new first fairway could be marketed as a new challenge for the course.

**Other Factors**

The changes proposed to this area can be easily reversed (i.e., the first fairway can be restored). Most of these changes have very low environmental impact, as tree removal will be offset with tree planting. Should community uses not coalesce as anticipated, this area could also be converted to other golf-related usage, such as a small driving range or chipping area (with enhanced barriers installed). Additionally, should the land no longer be used as a golf course, these enhancements can be expanded readily for increased usage with very little additional outlay.

**Keys to Successful Implementation**

Plans for implementing these changes should be factored into the next RFQ, with some development costs and capital expenditures being shared with the course management company, as these changes will greatly benefit the course management. Town resources should also be involved as much as possible to keep costs reasonable. Clear guidelines need to be developed by the Town for public use of the grounds, including identifying who within the Town controls the contractually-obligated public days.

**Other Alternatives for Modifications around Hole 1**

The area currently to the right of the Hole 1 tee boxes, currently used for chipping and short iron practices, could be enhanced to create an event area. However, this area, while somewhat of a natural
amphitheater, has potential, it also would need significant work for accessibility and would not be able to operate concurrently with course play in any manner, as the area is directly behind the ninth green.

**Modification to Hole 8**

**Description of the Area**
Hole 8 is a 350 yard, par 4 hole with a significant blind drop to a stream separating the main fairway from the green, which is off-set to the left of the fairway and protected by a single bunker in front of the hole. The hole angles away from Concord Street, with the tee box situated near the road on the Acton-Maynard line. There is a significant natural barrier formed by a wooded area along Concord Street.

Inside this wooded area is an open area that presently houses two 750 gallon above-ground gasoline tanks on a concrete pad, used by the golf course management to fuel equipment. This area, approximately one-third acre of cleared land, has a curb cut onto Concord Street and is protected from errant golf shots by a significant tree barrier. The area is secluded, mostly level, rocky and spotted with trees and some brush.

**Overview of Proposed Changes**
During the MAPC Visioning Sessions, having an area set aside for community gardening was frequently raised. This area would provide a reasonable option for this demand, with minimal impact to golf course operations. The changes required for this space to become a viable gardening space would be fairly manageable in a single season, without creating significant disruption or distraction for golf.

**Scope of Work**
The above-ground gas tanks would need to be relocated and the pad removed. Soil testing and remediation/improvement would also need to be conducted prior to the new use. Sightlines for the driveway entrance may need to be improved, as well as other reinforcement to the entrance to the location to accommodate more frequent traffic. Safety signs and a crosswalk should be added to provide safety for pedestrian traffic from the existing Concord Street sidewalk. Some trees may need to be removed to expand the gardening area and/or increase light to the area. Access to and costs for an available water source will need to be evaluated.

For safety purposes, the tee box may be moved forward to a location similar to its temporary location in the spring of 2013, when the current tee box was undergoing repair. This area was forward approximately 40 yards from the current location, and positioned on the right side of the Hole 8 fairway, closer to Hole 7 fairway. This temporary move took the wooded area completely out of play.

**Additional Uses to be Accommodated by Change**
A community garden is a single piece of land gardened collectively by a group of people. This area could accommodate approximately twenty 10’ x 20’ raised bed plots, a tool shed, while maintaining a small parking area for users. These plots would allow individuals to grow fruits, vegetables, and ornamentals season after season, allowing for shared resources and community building.
Management of such an area would work best under a non-governmental organization (NGO) in the same cooperative manner that the Town facilitates ArtSpace and the Off-Leash Recreation Area (dog park), where the Town still owns the property but outsources the day-to-day operations to a recognized group. This NGO would need to be identified by the Town through a Memorandum of Understanding that would outline responsibilities of Town and the NGO regarding use of the property. Terms should be clearly spelled out within the agreement on how to end or modify the relationship.

**Costs of Project**

Certain costs of this project, such as creating the raised beds, bringing in soil, water use, and other improvements to benefit activities at the site, could largely be borne by the NGO assigned to manage the area. This amount would be off-set by annual rental of the plots and general fundraising. Some costs, such as clearing the land, soil testing, providing access to a metered water source, and removing some trees would likely be borne by the Town. Costs and contracting to move the gas tanks would be borne by the golf course management; Sterling has indicated they would take responsibility for such activity. Creating a new tee box, an option, could be done over time, and would be included in the capital expenditure costs for the course.

Other costs, such as improvements to the entrance for visibility and safety, would most likely fall to the Town. There may be several legal barriers to bring the entranceway into compliance with multiple regulations.

Total cost for this option should not exceed $50,000; however, further specific costs would require a feasibility study. Grant funding should be explored to support this option.

**Barriers to Success**

The largest barrier to success of this project would be identifying a group to manage this space. However, if no one steps up within the community to spearhead management of the project, it can be assumed that interest in community gardening space is not as strong as early indications projected. Without an organized group to create and manage the space, no modification of the area is necessary.

Clearing of trees in the area may trigger the Town’s Stormwater Management Bylaw, administered by the Conservation Commission. However, the proposed area is less than an acre and should not trigger action. If an expansion of the area is planned, this concern must be addressed.

A significant concern and possible cost is providing for a safe, compliant parking area. As currently situated, the current vehicle ingress and egress may not meet the site distance requirement and mitigation would be required. The required minimum site distance for cars exiting the parking lot will need to be studied properly to ensure compliance and safety. The current access from parking area to Concord Street on the northeast (or looking to the left from the access exit), has a fairly sharp curve to Concord Street that does provide limited visibility. Concord Street is classified as a “Principal Arteria” posted with a 30 MPH speed Limit. The Stopping Sight Distance (SSD) for Concord St is 200 feet and the Intersection Sight Distance (ISD) 335 feet (vehicle taking a left out of minor road/side street). The estimated site distance when looking to the left while exiting the gravel drive is roughly 140 to 150 feet. Mitigation for the lack of sight distance would be required. They could include: advance signage,
vegetation clearing, relocating the driveway to another location, and/or reducing the speed limit on Concord Street.

Furthermore, Concord Street in Maynard is designated as a Massachusetts Scenic Road. In accordance with MGL Chapter 40 Section 15C, after a road has been designated as a scenic road, any repair, maintenance, reconstruction, or paving work shall not involve or include the cutting or removal of trees, or the tearing down or destruction of stone walls, or portions thereof, except with the prior written consent of the Planning Board.

Further details are available in Appendix D and Appendix E.

**Benefits**
Community gardens were initially established in urban areas where people lacked space to garden and communities were looking to improve or beautify run-down or vacant lots. Recently, an increased emphasis on fresh, locally-sourced food linked with the desire to improve public health and the environment has increased participation in community gardens in more than just urban areas.

Community gardens offer many benefits to a community. It improves a community's food security, allowing citizens to grow their own food or for others to donate what they have grown. Locally grown food decreases a community's reliance on fossil fuels for transport of food from large agricultural areas and reduces a society's overall use of fossil fuels to drive in agricultural machinery. Community gardens improve users’ health through increased fresh vegetable consumption and providing a venue for exercise. The gardens also combat two forms of alienation that plague modern life, by bringing gardeners closer in touch with the source of their food, and by breaking down isolation by creating a social community. Community gardens provide other social benefits, such as the sharing of food production knowledge with the wider community and creation of safer living spaces. Some studies have suggested increased property values associated with successful community gardens.

**Other Factors**
Using raised beds with new soil will also provide separation from current soil, which may be unsuitable for use as a growing surface. The beds will also allow separation from current vegetation on the site (decreasing the need for weeding), and provide improved ease of access for gardeners with mobility restrictions.

If the Town can find an interested partner the concurrent use of community gardens and golf course is a beneficial match. It would allow more non-golf uses and users on the course without negatively affecting golf play or the gardeners. It would not permanently change the nature of the area and is reversible if other land uses are preferred at a later time.

**Keys to Successful Implementation**
The keys to successful implementation focus on three key areas: sufficient community demand; an eager, active organization to manage property; and proper stewardship of the land. Each of these key areas is interdependent – if there is no organization that can be formed to organize and maintain the land properly, it stands to follow that demand for such space is negligible.


**Conclusion**

The opportunities for slight modifications to the course offer two projects that will preserve existing golf course uses and revenue while adding new recreational options to underused portions of the course. The Hole 8 modification proposal serves as low-hanging fruit. It is easily implemented with minimal impact to the course and minimal short- and long-term investment by the Town. It will also serve as a test balloon for many, if not most, of the options presented in the next section (Option #4).

However, the Town should not proceed with any modification to the area or work on the administrative issues without finding a committed managing partner. This would ensure adequate level of enthusiasm and commitment from the public and relieve the Town from managing responsibilities. However, a small but significant investment from the Town preparing the area would be expected if enough interest for community gardens exists.

Hole 1 modifications present a larger investment of money and cooperation with any golf course management company. It presents a larger opportunity for community non-golf uses of the property than Hole 8 modifications, but counterbalances with expense and on-going administration. The area does present significant opportunity for continued use and easy expansion should the property no longer operate as a golf course.

**Option #4: Repurpose Golf Course for Primarily Non-Golf Related Uses**

This option is the removal of the current primary use of the land as a nine-hole golf course, and developing selected options for other sustainable uses as allowed under CPA. Due to the land management requirements to maintain and operate a golf course, this option is considered irreversible without significant capital funding for restoration. This is also considered a long-term scenario requiring comprehensive planning and resource commitment.

Parks and dedicated recreational areas can become a central gathering place for a community, to foster a stronger sense of commonality and self-identity. They are public spaces where everybody can congregate to pursue different interests and interact with one another. However, any new, large scale re-use vision will stall without the commitment of town leaders, community groups and key volunteers. Furthermore, changing the existing land use to non-golf uses will require good marketing, site-specific design, and capital planning to transform the asset into a destination that people will recognize and embrace as their own.

For the purpose of this section, it is assumed that the entire parcel will undergo transformation for perhaps a multitude of new open space, recreational and/or affordable housing uses. It is the Committee’s understanding, however, that there are additional options such as full or partial divestiture of the land if long term management becomes unworkable for the Town. The acquisition of the land with the use of CPA funds puts certain restrictions on this scenario, which should be more fully explored if and when necessary or desired. Most importantly, re-use of the divested land is restricted to only the CPA-permitted uses for which it was originally acquired (open space, recreation, or affordable housing).
**Visioning Session Results Review**

In 2012, the MAPC held two “visioning sessions” aimed at garnering stakeholder input for golf course re-use scenarios. The sessions were fully open forum to gather stakeholder input and interests and are therefore very useful, from a master planning perspective, to understand public opinion including but also beyond golf course uses. The intent was to establish a baseline for eventual discussions, in the event that a golf course becomes no longer viable or desired, for re-use alternatives and plans.

At both of these sessions, ideas were collected in a charrette setting, then grouped into common themes. The overwhelming public consensus was in support of options that encouraged all ages and their unique interests, while allowing opportunities for the most number of people to actively enjoy the property. A more complete list of ideas is included within the MAPC report in Appendix A.

Future Uses suggested during October 10, 2012 Community Forum and October 20, 2012 site walk, as grouped:

- Agriculture related
- Athletic field related
- Broad parkland related
- Environmental conservation related
- Trail related
- Clubhouse uses
- Golf related
- Housing related
- Pool/Water related
- Winter/Off Season uses

A subsequent community visioning session was held in November 2012 using the preliminary data, to gauge the public’s support of those ideas originally proposed. The results of the data gathering and polling are included in the MAPC report.

**Community Benefits**

The benefits to the Town of a full-scale re-use plan are 1) opportunities for unlimited, four-season access to recreational open space and the improvements thereon, 2) accommodation of multiple users and demographics with proper land use and capital planning, and 3) potential increase in affordable housing stock if desired.

Within the parcel are ample opportunities for many types of recreation, for the public’s enjoyment of open space within an attractive natural environment. One of the greatest benefits is the potential for multiple, shared uses on different portions of the land. Simultaneous events and activities, both passive and active, can occur.

Coincidentally, open space and recreational opportunities also exist adjacent to the parcel that should be considered in any long-term planning. These assets include the existing woodlands and nature trails.
within the adjoining Acton conservation land, and the ARRT being developed across Route 27 directly to
the northwest. Incorporating these and other existing or potential open space initiatives, including
future sidewalk improvements, into a larger vision plan, can create a sense of community connectivity
and is highly encouraged.

Therefore, a thoughtful and realistic planning approach will be needed, and periodically updated to
account for changes to needs and desires of the community, to achieve the best short-term uses and
long-term stewardship of the land for the benefit of Maynard residents.

**Evaluation Criteria for Future Uses**

During the early visioning sessions, participants identified numerous re-use options for both passive and
active recreation. There were few limitations given during these public brainstorming sessions, which
resulted in a wide array of ideas. Not all of the ideas were necessarily realistic, or even likely to be
supported. Furthermore, CPA funding restrictions are specific about what are allowable future uses. At
a minimum, any re-use alternatives that are seriously considered in the future will need to be evaluated
in terms of the following:

- allowable uses under CPA
- usage estimates
- physical land restrictions (wetlands, floodplains, rock outcroppings)
- availability of parking or resources for expansion
- handicap accessibility
- environmental benefits
- traffic management and connections to surrounding streets, and
- cost implications
- potential revenue opportunities

Affordable housing, which is allowable under CPA, was not widely supported during visioning sessions.
Usage Estimates
Below is a summary of the categories of potential future uses, and the Committee’s opinion on the relative usage estimates:

<table>
<thead>
<tr>
<th>FUTURE USES</th>
<th>AGES 0-30 YEARS</th>
<th>AGES 30-60 YEARS</th>
<th>AGES 60+ YEARS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agriculture related</td>
<td>LOW</td>
<td>MEDIUM</td>
<td>HIGH</td>
</tr>
<tr>
<td>Sport/Athletic Fields</td>
<td>HIGH</td>
<td>MEDIUM</td>
<td>LOW</td>
</tr>
<tr>
<td>Open Parkland</td>
<td>HIGH</td>
<td>HIGH</td>
<td>HIGH</td>
</tr>
<tr>
<td>Env. Conservation</td>
<td>MEDIUM</td>
<td>HIGH</td>
<td>HIGH</td>
</tr>
<tr>
<td>Trail Related</td>
<td>MEDIUM</td>
<td>HIGH</td>
<td>MEDIUM</td>
</tr>
<tr>
<td>Clubhouse Use</td>
<td>LOW</td>
<td>HIGH</td>
<td>HIGH</td>
</tr>
<tr>
<td>Golf Related</td>
<td>LOW</td>
<td>HIGH</td>
<td>MEDIUM</td>
</tr>
<tr>
<td>Housing Related</td>
<td>MEDIUM</td>
<td>MEDIUM</td>
<td>MEDIUM</td>
</tr>
<tr>
<td>Pool/Water Related</td>
<td>HIGH</td>
<td>HIGH</td>
<td>MEDIUM</td>
</tr>
<tr>
<td>Winter/Off-Season</td>
<td>MEDIUM</td>
<td>MEDIUM</td>
<td>LOW</td>
</tr>
</tbody>
</table>

Physical Land Impacts of Future Re-Use Options
In the scenario of full re-use for open space and recreation, land use impacts from certain alternatives were considered and summarized below:

Low Land Use Impacts represent a smaller footprint of land impact, and lower capital costs to build and operate. Examples include Disc Golf Course, playgrounds, walking paths, jogging trail, accessible paths leading to various open and connected spaces. Also includes accommodations for group functions or outings or specialized programming, such as play spaces, picnic pavilion, music stage, and benches. Low land impact alternatives often use existing land forms and resources to create public spaces, such as passive wildlife blinds with interpretive signs describing the flora and fauna of the wetlands.

Low Land Use Impact alternatives have more flexibility in terms of where they are located, and in may be able to take advantage of existing paths and infrastructure. In addition, planned uses can be co-located (i.e., picnic areas near music stage). Furthermore, for protection of existing wetland and stream resource areas, construction in those areas should be limited to improvements necessary to facilitate a specific recreational use (i.e., directed pathways to a bridge over a stream).
The use of existing scenic landscapes – hilltops, vistas, rock formations, open meadows, water bodies and well-developed wetlands, is a low cost opportunity for open space enjoyment. Simple placement of seating benches and pathways are a draw for all ages in all seasons. Separation landscaping can also be used to effectively establish “quiet areas” for rest and contemplation. Finally, there may be opportunities to fund these areas *In Memoriam* by accepting tributes on behalf of deceased family and/or community members.

**High Land Use Impacts** require larger dedicated spaces and incur higher capital costs. Examples include housing, swimming pool, community garden, athletic fields or courts, mini-golf, driving range, amphitheater, camping sites, water-spray park, connections to rail trail (potential need for traffic signal).

High Land Use Impact alternatives usually have higher demands (specific grading, water supply, maintenance, accessibility, and parking access, etc.) and would need to be carefully planned to identify best locations relative to public use, existing or planned parking, environmental features and resource areas, and utilities. Large scale land modification should be minimized by using existing topography where possible, especially in areas where flood capacity could be negatively impacted. Planned surface grading for High Impact Use alternatives should also consider on-site re-use locations for excavated soil volumes to avoid off-site disposal costs. Finally, the cost-benefit analysis of any high land use impact options must consider future operation and maintenance costs to determine the true sustainability of that alternative.

For either Low or High Land Use Impacts, most environmental protection regulations recommend that a buffer zone of at least 100 feet between man-made improvements and wetland resource areas. In addition, natural rock outcropping should be considered an asset for land use planning, where possible, to avoid costly removals or relocations.

Maps of physical land features, wetland resource areas, flood zones, and rock outcroppings are included in the MAPC report in Appendix A.

**Environmental Benefits**

Land conservation and wildlife habitat protection were popular ideas during public visioning sessions. Certain sections of the land parcel are thriving resource areas for flora and fauna; these areas also serve as important assets for storm drainage, flood control and groundwater recharge. These resource areas define the center section of the parcel, giving ample opportunity for public wildlife viewing – therefore serving to provide both passive recreational opportunities and environmental protection benefits. This option also reduces or eliminates the chemical application needed for golf course maintenance. Furthermore, raising public awareness of the benefits of these resources, from wildlife habitat to water supply protection to storm mitigation, can be an asset to the Town overall. However, care should be taken to define and then manage the boundaries of these existing environmental resource areas, lest unmanaged open spaces within the floodplain result in expanded wet areas, diminishing its value for public access and enjoyment.
Parking
The existing golf course has the capacity of 80 parking spaces and it is partially striped. Expanded uses and increased visits will require additional parking, with multiple access locations coinciding with locations of specific improvements. Additional organized parking will be required to access more remote sections of the recreation site, most likely originating off of Concord Street, but possibly also Conant Street. The existing parking lot off of Route 27 will need to be enlarged under almost any large scale re-use scenario, to accommodate parking for daily casual users as well as for planned recreational programs and events.

As a general guideline, below is a summary of parking requirements for recreational facilities (information from the City of Houston, TX):

- **Parkland (over 10 acres)** 5.0 spaces for the first acre; and 1.0 space for each additional 10.0 acres; plus additional parking must be provided for each additional facility or land use existing or constructed.
- **Golf Course** 5.0 spaces for every green.
- **Auditorium or Performance Venue** 1.0 space for every three seats.
- **Tennis/Racquet Club** 3.0 spaces per court.
- **Roller or Ice Skating Rink** 5.0 spaces for every 1,000 square feet of GFA.
- **Swimming Club** 9.0 spaces per employee.
- **Park Pavilion** 1.0 space for each picnic table.
- **Sports Complex** 1.0 space for every 40 square feet of seating.
- **Miniature Golf** 1.0 space for each hole.
- **Driving Range (Golf)** 1.0 space for each tee.

It’s also important to consider non-motorized transportation pathways and accommodate safe pedestrian and bicycle traffic. In addition to parking spaces, striped walkways and bicycle paths should be used to direct people safely without interfering with vehicle movement. There are no current sidewalks on this side of Brown Street; future roadway planning should consider widening to promote walkability, and allow for better community connections to the Town recreation area.

Traffic Management
Visitor access and safety can be improved through increased traffic management measures such as speed bumps, well-defined parking, entrance and exit re-configuration of primary and secondary lots, and updated signage. Furthermore, short term planning of recreational uses and programs should maximize the efficiency and location of the existing main parking lot while other parking lots are being developed.

For special events in the short term, remote parking lots with shuttle drop-offs can maximize the numbers of people attending without requiring expanded parking. Police details may be needed at times of heavy parking lot use, due to the inadequate sight distance when attempting to turn left out of
the parking lot. Any future planned connections to the ARRT may also benefit from a traffic signal, pedestrian crossing, or flashing warning light at the intersection of Route 27 and Conant Street.

**Accessibility**

The ADA requires planners and designers to make trails accessible, but doesn't specify how. New regulations are being finalized that will propose ADA Accessibility Guidelines for trails, outdoor recreational access routes, water access routes, and picnic and camping facilities. Under current ADA guidelines, a trail is "a route that is designed, designated, or constructed for recreational pedestrian use or provided as a pedestrian alternative to vehicular routes within a transportation system." The accessibility guidelines apply to those trails which are designed and constructed for pedestrian use. These guidelines are not applicable to trails primarily designed and constructed for recreational use by equestrians, mountain bicyclists, snowmobile users, or off-highway vehicle users, even if pedestrians may occasionally use the same trails. However, a multi-use trail specifically designed and designated for both hiking and bicycling would be considered a pedestrian trail.

The proposed guidelines apply only to areas of newly designed or newly constructed and altered portions of existing trails. However, for entities covered by Title II of the ADA, "program accessibility," accessibility would need to be provided on existing trails, if they coincidentally serve one or more new major elements in a recreation program.

**Cost Implications**

A detailed cost analysis with so many variables would be impossible to develop at this time, and is beyond the scope of the Committee’s work. However, there are real-time data available from the Sterling that identifies the operation and maintenance costs of the existing golf course, including the clubhouse facility. These can serve as a guide for future planning. If the golf course were abandoned, there would be, at a minimum, costs for land maintenance as well as building upkeep and repair (costs currently borne by the golf course management company).

Other cost factors are discussed below:

1. For future improvements, costs must include both capital project funding, as well as operating and maintenance costs; therefore, any improvement decisions will need to be prioritized to stay within available resources.
2. To manage capital funding outlay, low cost and/or revenue generating improvements may be more attractive and becomes higher priority, at least in the short term, with other options evaluated in a phased approach.
3. The Town will need to look for other ways to generate capital funding, through grant programs, fundraising, and partnerships with local community groups.
4. As the land development evolves over time, a combination of full and part-time Town staff will eventually be needed, with added temporary staff for seasonal work and special events.
5. Thoughtful planning will be needed to ensure proposed projects are fully vetted (perhaps by expanding the role of the CPA Committee), to avoid long term commitments of money for unsupported uses or “pet projects.”
Below is a summary of the categories of potential future uses, and the Committee’s opinion on the relative capital and operation and maintenance cost implications:

<table>
<thead>
<tr>
<th>FUTURE USES</th>
<th>CAPITAL COSTS</th>
<th>O &amp; M COSTS</th>
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<tbody>
<tr>
<td>Agriculture related</td>
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<td>Winter/Off-Season</td>
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**Potential Revenue Opportunities**

The land is rich in recreational, aesthetic, and natural resources, and has the potential to be a popular and frequented recreational asset to the entire community. In the absence of the currently operating golf course, it also needs to generate revenue from its assets to help with construction and renovation of the facilities, and ongoing development of recreational programs.

A detailed analysis of revenue opportunities would be tied to the implementation of specific alternatives within this Option, and is beyond the scope of this study. The Committee is providing some preliminary recommendations, as summarized below:

- Encourage the development of additional revenue-producing facilities and programs.
- Develop and implement a policy of fees and charges for special events that reflect costs and potential financial return to the sponsoring group or department.
- Strive to operate the function hall as a revenue neutral entity.
- Develop and periodically re-evaluate areas and facilities that need capital improvement funds that can be utilized in a special promotion, grant opportunities, or other sources of funding.
- Establish and engage local organizations to assist with targeted fundraising, programming, building volunteerism, partnerships, sponsorships, etc.
• Pursue non-traditional funding sources such as advertising, corporate sponsors, and other potential individual donors, for special events and various park projects.
• Encourage school districts, fraternal organizations, youth service groups, and/or private institutions to adopt-a-park for community service projects.

**Keys to Successful Implementation**
Changing the primary use of a large parcel of land, or any portion thereof, will require a comprehensive Master Plan to evaluate and plan for different types of recreation activities that are of interest to the community. The Plan must take into account different demographics (seniors, active adults, multi-age groups, and children) and their interests and discretionary spending habits, and the existing recreational opportunities already available to residents.

A Master Plan will establish a framework for meeting the current and future recreational needs of the Maynard community, and should include:

• Parks and Recreation Department organization and funding to help it meet the challenges of the next decade and beyond
• An understanding of current recreation programming and recommendations for future programs that reflect community needs and desires
• Current and future events that bring the community together and contribute to the economic fabric of the Town
• Currently identified, and future anticipated need for recreational facilities that provide opportunities for sports, events and specialized activities
• Opportunities for trails and trail connections
• Opportunities to create partnerships and find new ways of doing business.
• Plan for operation and maintenance practices that are efficient and meet community needs.
References
Assabet River Rail Trail, Inc. (www.arrtinc.org)

Environmental League of Massachusetts, (www.environmentalleague.org)

Flood Emergency Management Agency (FEMA), Map #25017C0354E, June 2010

Houston City Council, Parking Ordinance, March 2013


OLIVER, Massachusetts Geographic Information System (MassGIS) online mapping tool (http://maps.massgis.state.ma.us/map_ol/oliver.php)

Rachel Carson Council, Inc. “Golf at a Crossroads”, (www.rachelcarsoncouncil.org)


Superintendent Magazine, “Golf and Sustainability – Branding your Course as an Environmental Entity”, June 2013 issue


U.S. Access Board, “Final Guidelines for Outdoor Developed Areas,” Published in the Federal Register September 26, 2013. Specific to Federal facilities only at this time.

Common Acronyms
- ADA: Americans with Disabilities Act of 1990, as amended
- ARRT: Assabet River Rail Trail
- COA: Maynard Council On Aging
- CPA: Community Preservation Act
- MAPC: Metropolitan Area Planning Council
- NGO: Non-governmental organization
- RFQ: Request for Quotation
Appendix A: Maynard Country Club Reuse Analysis prepared by Metropolitan Area Planning Council
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

Prepared for
Town of Maynard
Maynard Golf Club Reuse Committee
195 Main Street
Maynard, MA 01754

William Freeman, Chair
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March 25, 2013

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Acknowledgements

The project was accomplished with the assistance of the Maynard Golf Course Reuse Committee, the town manager, Board of Selectmen, residents, business and property owners. It was conducted by the Metropolitan Area Planning Council (MAPC) with funds from the EPA Building Blocks for Sustainable Communities Technical Assistance Grant through Forterra and the Massachusetts Smart Growth Alliance.

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Dierdre Campbell
Board of Selectmen Liaison Dawn Capello

Town Manager Michael Sullivan
Consulting Town Planner: Carolyn Britt
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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.
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 uses such as sledding, 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.” 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, sledding.

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1 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\(^2\), 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

\(^2\) 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).
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)
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
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
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 for more information about accessibility accommodations.

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 or contact Mark Racicot at 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
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
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
Role of MAPC, funding of the technical assistance, discussion of site features

7:40 PM  Small Group Discussions
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
Invitation to October 20 site walk
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
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 1st 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
**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 1st 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
Brief description of property and review of maps
Brief introduction to the results of the 10/10/12 initial forum (handout)
Goal of today’s site walk: to obtain additional ideas and to gauge initial support for Location-specific concepts
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 1st 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 1st 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  
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:  
Use limitations based upon use of CPA as acquisition funding  
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.  
Discussion, clarification of scenarios, and listing of additional likely impacts.  
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
**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
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

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.
**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

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**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

1.) What is your favorite fall activity? (multiple choice)

<table>
<thead>
<tr>
<th>Activity</th>
<th>Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apple picking</td>
<td>11 22.92%</td>
</tr>
<tr>
<td>Pumpkin carving</td>
<td>1 2.08%</td>
</tr>
<tr>
<td>Cleaning the gutters</td>
<td>6 12.50%</td>
</tr>
<tr>
<td>Watching football</td>
<td>23 47.92%</td>
</tr>
<tr>
<td>Other</td>
<td>7 14.58%</td>
</tr>
<tr>
<td>Totals</td>
<td>48 100%</td>
</tr>
</tbody>
</table>

2.) Do you play golf? (multiple choice)

<table>
<thead>
<tr>
<th>Activity</th>
<th>Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes, once a week</td>
<td>18 36%</td>
</tr>
<tr>
<td>Yes, once a month</td>
<td>4 8%</td>
</tr>
<tr>
<td>Yes, a few times a year</td>
<td>5 10%</td>
</tr>
<tr>
<td>I do not play golf</td>
<td>23 46%</td>
</tr>
<tr>
<td>Totals</td>
<td>50 100%</td>
</tr>
</tbody>
</table>

3.) Have you attended a previous meeting on this project? (multiple choice)

<table>
<thead>
<tr>
<th>Activity</th>
<th>Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes, the first public meeting</td>
<td>17 32.08%</td>
</tr>
<tr>
<td>Yes, the site visit</td>
<td>2 3.77%</td>
</tr>
<tr>
<td>Yes, the first meeting and site visit</td>
<td>8 15.09%</td>
</tr>
<tr>
<td>No, this is my first meeting</td>
<td>26 49.06%</td>
</tr>
<tr>
<td>Totals</td>
<td>53 100%</td>
</tr>
</tbody>
</table>
4.) What is your top preference? (multiple choice)  

<table>
<thead>
<tr>
<th>Preference</th>
<th>Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Keep course as is</td>
<td>29</td>
</tr>
<tr>
<td>Reconstruct site to add other uses</td>
<td>15</td>
</tr>
<tr>
<td>Par 3 with added uses</td>
<td>0</td>
</tr>
<tr>
<td>Keep course as is, add shoulder uses</td>
<td>6</td>
</tr>
<tr>
<td>Scenario 5</td>
<td>0</td>
</tr>
<tr>
<td>Totals</td>
<td>50</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Preference</th>
<th>Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Keep course as is</td>
<td>10</td>
</tr>
<tr>
<td>Reconstruct site to add other uses</td>
<td>6</td>
</tr>
<tr>
<td>Par 3 with added uses</td>
<td>6</td>
</tr>
<tr>
<td>Keep course as is, add shoulder uses</td>
<td>22</td>
</tr>
<tr>
<td>Scenario 5</td>
<td>1</td>
</tr>
<tr>
<td>Totals</td>
<td>45</td>
</tr>
</tbody>
</table>
Maynard Golf Course Reuse Analysis
Scenario choices versus whether a respondent played golf

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.

How would you like the site used in the future?

<table>
<thead>
<tr>
<th>Do you play golf?</th>
<th>1st choice</th>
<th>2nd choice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Keep course as is</td>
<td>Reconstruct site to add other uses</td>
<td>Par 3 with added uses</td>
</tr>
<tr>
<td>Yes, once a week</td>
<td>64%</td>
<td>0%</td>
</tr>
<tr>
<td>Yes, once a month</td>
<td>16%</td>
<td>0%</td>
</tr>
<tr>
<td>Yes, a few times a year</td>
<td>4%</td>
<td>14%</td>
</tr>
<tr>
<td>I do not play golf</td>
<td>16%</td>
<td>86%</td>
</tr>
<tr>
<td>Total</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>Regular Golfers</td>
<td>80%</td>
<td>0%</td>
</tr>
<tr>
<td>Not Regular Golfers</td>
<td>20%</td>
<td>100%</td>
</tr>
</tbody>
</table>

How would you like the site used in the future?

<table>
<thead>
<tr>
<th>Do you play golf?</th>
<th>2nd choice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Keep course as is</td>
<td>Reconstruct site to add other uses</td>
</tr>
<tr>
<td>Yes, once a week</td>
<td>75%</td>
</tr>
<tr>
<td>Yes, once a month</td>
<td>13%</td>
</tr>
<tr>
<td>Yes, a few times a year</td>
<td>13%</td>
</tr>
<tr>
<td>I do not play golf</td>
<td>0%</td>
</tr>
<tr>
<td>Total</td>
<td>100%</td>
</tr>
<tr>
<td>Regular Golfers</td>
<td>88%</td>
</tr>
<tr>
<td>Not Regular Golfers</td>
<td>0%</td>
</tr>
</tbody>
</table>

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.

Interpreting the chart - First Choice:

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.

Interpreting the chart - Second Choice:

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, and 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)

<table>
<thead>
<tr>
<th></th>
<th>Keep course as is</th>
<th>Reconstruct site to add other uses</th>
<th>Par 3 with added uses</th>
<th>Keep course as is, add shoulder uses</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes, once a week</td>
<td>16</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>17</td>
</tr>
<tr>
<td>Yes, once a month</td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>4</td>
</tr>
<tr>
<td>Yes, a few times a year</td>
<td>1</td>
<td>2</td>
<td>0</td>
<td>1</td>
<td>4</td>
</tr>
<tr>
<td>I do not play golf</td>
<td>4</td>
<td>12</td>
<td>0</td>
<td>4</td>
<td>20</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Keep course as is</th>
<th>Reconstruct site to add other uses</th>
<th>Par 3 with added uses</th>
<th>Keep course as is, add shoulder uses</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes, once a week</td>
<td>94%</td>
<td>0%</td>
<td>0%</td>
<td>6%</td>
<td>100%</td>
</tr>
<tr>
<td>Yes, once a month</td>
<td>100%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
<td>100%</td>
</tr>
<tr>
<td>Yes, a few times a year</td>
<td>25%</td>
<td>50%</td>
<td>0%</td>
<td>25%</td>
<td>100%</td>
</tr>
<tr>
<td>I do not play golf</td>
<td>20%</td>
<td>60%</td>
<td>0%</td>
<td>20%</td>
<td>100%</td>
</tr>
<tr>
<td>ALL</td>
<td>56%</td>
<td>31%</td>
<td>0%</td>
<td>13%</td>
<td>100%</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th></th>
<th>Keep course as is</th>
<th>Reconstruct site to add other uses</th>
<th>Par 3 with added uses</th>
<th>Keep course as is, add shoulder uses</th>
<th>Scenario 5</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes, once a week</td>
<td>6</td>
<td>1</td>
<td>1</td>
<td>7</td>
<td>0</td>
<td>15</td>
</tr>
<tr>
<td>Yes, once a month</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>2</td>
<td>0</td>
<td>3</td>
</tr>
<tr>
<td>Yes, a few times a year</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>0</td>
<td>4</td>
</tr>
<tr>
<td>I do not play golf</td>
<td>0</td>
<td>5</td>
<td>4</td>
<td>8</td>
<td>1</td>
<td>18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Keep course as is</th>
<th>Reconstruct site to add other uses</th>
<th>Par 3 with added uses</th>
<th>Keep course as is, add shoulder uses</th>
<th>Scenario 5</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes, once a week</td>
<td>40%</td>
<td>7%</td>
<td>7%</td>
<td>47%</td>
<td>0%</td>
<td>100%</td>
</tr>
<tr>
<td>Yes, once a month</td>
<td>33%</td>
<td>0%</td>
<td>0%</td>
<td>67%</td>
<td>0%</td>
<td>100%</td>
</tr>
<tr>
<td>Yes, a few times a year</td>
<td>25%</td>
<td>0%</td>
<td>25%</td>
<td>50%</td>
<td>0%</td>
<td>100%</td>
</tr>
<tr>
<td>I do not play golf</td>
<td>0%</td>
<td>28%</td>
<td>22%</td>
<td>44%</td>
<td>6%</td>
<td>100%</td>
</tr>
<tr>
<td>ALL</td>
<td>20%</td>
<td>15%</td>
<td>15%</td>
<td>48%</td>
<td>3%</td>
<td>100%</td>
</tr>
</tbody>
</table>
**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
<table>
<thead>
<tr>
<th></th>
<th>Agawam</th>
<th>Braintree</th>
<th>Brookline (Robert T. Lynch)</th>
<th>Cambridge - Fresh Pond</th>
<th>Peabody - The Meadow</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact</td>
<td>Tony Roberto</td>
<td>Daryn Brown</td>
<td>Michael Murphy</td>
<td>Robert Carey</td>
<td>Peter Cronan</td>
</tr>
<tr>
<td>Number</td>
<td>413 786-2194</td>
<td>781 843-6513 Ext. 5</td>
<td>617 739-7693</td>
<td>617 349-6282</td>
<td>978 532-9390</td>
</tr>
<tr>
<td></td>
<td></td>
<td>781 589-5433 cell</td>
<td>617 879-5684</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e-mail</td>
<td><a href="mailto:troberto@agawamgc.com">troberto@agawamgc.com</a></td>
<td><a href="mailto:dbrown@braintreema.gov">dbrown@braintreema.gov</a></td>
<td></td>
<td><a href="mailto:rcarey5858@comcast.net">rcarey5858@comcast.net</a></td>
<td><a href="mailto:peter.cronan@comcast.net">peter.cronan@comcast.net</a></td>
</tr>
<tr>
<td>Acreage</td>
<td>Couple of hundred acres.</td>
<td>165 but a lot of water/woods</td>
<td></td>
<td>54 acres and 15 of that is environmentally sensitive.</td>
<td>259</td>
</tr>
<tr>
<td>9 or 18</td>
<td>18</td>
<td>18</td>
<td>18</td>
<td>9</td>
<td>18</td>
</tr>
<tr>
<td>Par for the course</td>
<td>71</td>
<td>72</td>
<td>71</td>
<td>71</td>
<td></td>
</tr>
<tr>
<td>Facilities?</td>
<td>Pro shop, Fairway Café</td>
<td>Pro shop, Vine Rip Grille</td>
<td>Pro shop</td>
<td>Club house, Grille</td>
<td></td>
</tr>
<tr>
<td>Who manages?</td>
<td>Town</td>
<td>Town</td>
<td>Under the recreation department</td>
<td>There is a dedicated superintendent and a crew.</td>
<td>City of Peabody</td>
</tr>
<tr>
<td><strong>Why not use a management company?</strong></td>
<td><strong>Agawam</strong></td>
<td><strong>Braintree</strong></td>
<td><strong>Brookline (Robert T. Lynch)</strong></td>
<td><strong>Cambridge - Fresh Pond</strong></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>He has worked for four management companies. You’re paying a management fee. Better to eliminate the middleman.</td>
<td>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 personnel 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.</td>
<td>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.</td>
<td>Golf course has been municipal since 1932.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<p>| <strong>Restaurant</strong> | <strong>Privately run or municipal?</strong> | <strong>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.</strong> | <strong>They are going out to bid for an operator of the snack bar.</strong> | <strong>Bid out as a concession.</strong> |
|---|---|---|---|
| <strong>Golf course</strong> | <strong>Mayor at the time wanted to have complete control. Johnson Management was running a course in a nearby community and having lots of problems.</strong> | <strong>Run by the city</strong> | <strong>There is a small concession that is bid out.</strong> |</p>
<table>
<thead>
<tr>
<th></th>
<th>Agawam</th>
<th>Braintree</th>
<th>Brookline (Robert T. Lynch)</th>
<th>Cambridge - Fresh Pond</th>
<th>Peabody - The Meadow</th>
</tr>
</thead>
<tbody>
<tr>
<td>Who maintains?</td>
<td>Town - Maintenance is done by 4 DPW employees but they only work on the golf course. Also 4-6 seasonal college kids.</td>
<td>There are seasonal employees who work just at the golf course. Maintenance is under the Recreation Department.</td>
<td></td>
<td></td>
<td>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.</td>
</tr>
<tr>
<td>Enterprise or general fund?</td>
<td>Enterprise fund. DOR monitors budgets for enterprise funds.</td>
<td>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.</td>
<td>Enterprise fund.</td>
<td>General fund. The budget is under the Human Services Dept.</td>
<td>Enterprise fund. The money the course makes stays with the course.</td>
</tr>
<tr>
<td>Recent profit/loss history?</td>
<td>Agawam</td>
<td>Braintree</td>
<td>Brookline (Robert T. Lynch)</td>
<td>Cambridge - Fresh Pond</td>
<td>Peabody - The Meadow</td>
</tr>
<tr>
<td>---------------------------</td>
<td>--------</td>
<td>-----------</td>
<td>-----------------------------</td>
<td>------------------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>Great year this year.</td>
<td>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/90's 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.</td>
<td>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 &quot;surplus&quot; but the year before they were short $15,000.</td>
<td>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.</td>
<td>The business is very much weather-related but they grossed $1.5 million last year.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Length of lease?</th>
<th>NA</th>
<th>NA</th>
<th>NA</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fixed fee or percentage?</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>What is fixed fee/percentage?</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>What is municipality liable for?</td>
<td>Everything. They do have a policy just for the golf course.</td>
<td>Everything.</td>
<td>Everything.</td>
<td>NA</td>
</tr>
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<td>-----------------------------</td>
<td>---------------------------------------------</td>
<td>---------------------------------------------------------------------------</td>
<td>------------------------------------------------------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>Could become Audubon</td>
<td>Started to apply but didn’t follow through.</td>
<td>They do practise IPM.</td>
<td>They do practise IPM.</td>
<td>IPM and Audubon</td>
</tr>
<tr>
<td>Certified if they re-</td>
<td>The program has a lot of requirements and</td>
<td>Not Audubon certified.</td>
<td>It is worth it if you can do it but there are a few issues on</td>
<td>certified.</td>
</tr>
<tr>
<td>applied. Had started the</td>
<td>takes a couple of years to get certification.</td>
<td></td>
<td>the course that would preclude it for now.</td>
<td></td>
</tr>
<tr>
<td>process under former</td>
<td>They purchased 80 bat houses.</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>superintendent but never</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>completed.</td>
<td></td>
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</tbody>
</table>

| Water source?               | They buy water from the town. Water bill   | 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. |
|                             | is high.                                   |                                                                          |                                                                  |                       |                                     |
|                             |                                             |                                                                          |                                                                  |                       |                                     |

<p>| Abutter conflicts?          | None because golf course is large enough   | The closest abutters are at the 1 and 2 hole and parts of the 17th hole. | Most residential is 75 yards across a 4 lane highway from them. | Mostly over noise.    | 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. |
|                             | that there aren't close residential        | 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 with neighbors. | Nearest residential is near the 1st hole. We try to keep the noise of mowing down. | They now have electric mowers and start mowing between 7-8 AM. Minimal problems with windows. They do have some netting up. |                                     |</p>
<table>
<thead>
<tr>
<th></th>
<th>Agawam</th>
<th>Braintree</th>
<th>Brookline (Robert T. Lynch)</th>
<th>Cambridge - Fresh Pond</th>
<th>Peabody - The Meadow</th>
</tr>
</thead>
<tbody>
<tr>
<td>Damages to the course?</td>
<td>No. Is close to the police station.</td>
<td>Have had some problems. The problem with kids is cyclical. Occasional drinking but someone always picks up the cans they leave.</td>
<td>Right now not a problem. They have had some problems with kids primarily damaging signs which is minor compare to damaging greens. Mostly kids who party in nearby woods and then come on to the golf course.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Broken windows?</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lawsuits?</td>
<td>No</td>
<td>No lawsuits. Towns have limited liability. No specific insurance policy for the golf course; covered under general liability.</td>
<td>None. No specific policy; just the general liability.</td>
<td>None. They don't have a separate liability policy for the course. There is a disclaimer printed on every ticket that covers the bases.</td>
<td></td>
</tr>
<tr>
<td>Does high school golf team use?</td>
<td>Yes</td>
<td>Public schools for free and private schools for a fee.</td>
<td>Yes; Rindge and Latin.</td>
<td>Peabody HS, Bishop Fenwick and Danvers/Saugus also use it.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Agawam</td>
<td>Braintree</td>
<td>Brookline (Robert T. Lynch)</td>
<td>Cambridge - Fresh Pond</td>
<td>Peabody - The Meadow</td>
</tr>
<tr>
<td>--------------------------</td>
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<td>-----------------------------------</td>
</tr>
<tr>
<td>Reduced fees for residents?</td>
<td>No; one rate only but frequent specials (for all).</td>
<td>There is a resident and non-resident fee.</td>
<td>Resident and non-resident rates</td>
<td></td>
<td>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.</td>
</tr>
<tr>
<td>Course rentals for charity?</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td>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.</td>
</tr>
<tr>
<td>Annual festivals/events (non-golf)?</td>
<td>No</td>
<td>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.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Winter uses</td>
<td>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. Sledging 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.</td>
<td></td>
<td></td>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>Non-winter uses</td>
<td>Agawam</td>
<td>Braintree</td>
<td>Brookline (Robert T. Lynch)</td>
<td>Cambridge - Fresh Pond</td>
<td>Peabody - The Meadow</td>
</tr>
<tr>
<td>-----------------</td>
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<tr>
<td></td>
<td>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 &amp; 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.</td>
<td>Nothing but golfing</td>
<td>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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parking</td>
<td>Adequate parking.</td>
<td>Adequate unless there is a big event.</td>
<td>Inadequate parking is our #1 issue.</td>
<td>Approximately 215 spaces. Just enough. If event and regular golfing, sometimes need to park on the road but not a problem with neighbors</td>
<td></td>
</tr>
<tr>
<td>Other comments</td>
<td>Agawam</td>
<td>Braintree</td>
<td>Brookline (Robert T. Lynch)</td>
<td>Cambridge - Fresh Pond</td>
<td>Peabody - The Meadow</td>
</tr>
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<td>----------------</td>
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</tr>
<tr>
<td>There are 11 golf courses within 10 minutes. CT people come to play because of the price.</td>
<td>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.</td>
<td></td>
<td></td>
<td>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.</td>
<td></td>
</tr>
</tbody>
</table>

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.
### Additional Municipal Course Contacts not yet interviewed in detail

<table>
<thead>
<tr>
<th></th>
<th>Lynn</th>
<th>Lynnfield</th>
<th>Newton Commonwealth</th>
<th>Maynard</th>
<th>Chelmsford</th>
<th>Norwood Country Club</th>
<th>Olde Salem Greens</th>
<th>Scituate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contact</strong></td>
<td>Steven Murphy</td>
<td>Marty McMahon</td>
<td>Karen Partanen</td>
<td>Bob Sanderson</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Number</strong></td>
<td>781 592-8238</td>
<td>781 334-9877</td>
<td></td>
<td>978 744-0180</td>
<td>781 544-7777</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>e-mail</strong></td>
<td><a href="mailto:info@gannongolfclub.com">info@gannongolfclub.com</a></td>
<td><a href="mailto:jmmcm01@aol.com">jmmcm01@aol.com</a></td>
<td></td>
<td><a href="mailto:kpartanen@salem.com">kpartanen@salem.com</a></td>
<td><a href="mailto:bsanderson@town.scituate.ma.us">bsanderson@town.scituate.ma.us</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Acreage</strong></td>
<td>9 or 18</td>
<td>9</td>
<td>18</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td><strong>Par for the course</strong></td>
<td>70</td>
<td>71</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Facilities?</strong></td>
<td>Club house, bar, function room, Pro Shop</td>
<td>Driving range, clubhouse, function hall, pro shop</td>
<td>Clubhouse, driving range, pro shop, cocktail lounge</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Who manages?</strong></td>
<td>Sterling Golf</td>
<td>Sterling Golf</td>
<td>Sterling Golf</td>
<td>Sterling Golf</td>
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Appendix 9

Community Preservation Fund

Allowable Spending Purposes Chart
<table>
<thead>
<tr>
<th>Definitions</th>
<th>Open Space</th>
<th>Historic Resources</th>
<th>Recreational Land</th>
<th>Community Housing</th>
</tr>
</thead>
<tbody>
<tr>
<td>(G.L. c. 44B, § 2)</td>
<td>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</td>
<td>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</td>
<td>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 not include horse or dog racing or the use of land for a stadium, gymnasium or similar structure.</td>
<td>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.</td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>Acquisition</th>
<th>Yes</th>
<th>Yes</th>
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<table>
<thead>
<tr>
<th>Creation</th>
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<table>
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<tr>
<th>Preservation</th>
<th>Yes</th>
<th>Yes</th>
<th>Yes</th>
<th>Yes</th>
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</table>

<table>
<thead>
<tr>
<th>Support</th>
<th>Yes, includes funding for community's affordable housing trust</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Rehabilitation and Restoration</th>
<th>Yes if acquired or created with CP funds</th>
<th>Yes</th>
<th>Yes</th>
<th>Yes if acquired or created with CP funds</th>
</tr>
</thead>
</table>

Source: Department of Revenue (DOR) 10-5-2012 conference, "Recent Developments in Municipal Law," Workshop B - Local Finances
Appendix 10

Request for Proposals (RFP)

Maynard Country Club Operations

2012
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 ensure 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
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
   gletcher@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 15th day of the month following the end of the month for which payment is made. Late payments will be subject to interest charged at 1½ % 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.


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, but not limited to, five (5) Mondays, excluding holidays, with the option for an additional four (4) 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 4 hours per day between Monday and Friday except holidays, two weeks prior and through seasons end, and for length of 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 throughout 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
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, Daethal, 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.
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 Katoba Tractor w/ loader or equal.
16. One (1) Tow Behind Rough Deck Mower or equal.
17. One (1) Lely Spreador 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 form 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 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, section, 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 wiring 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
cased 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.


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 be 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 complementary 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 hereunto 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:

Chairman, Board or Selectman Henry W. Meigs Date 4/3/12

Print Name

Kevin Osgood, President

Certified as to Form:

Town Counsel William C. Hoy Date 4/3/12

Certified as to Appropriation/Availability of Funds:

Town Accountant
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:

[Signature]

[Print Name]

[Chairman, Board or Selectman]

[Date]

The Contractor by:

[Signature]

[Print Name & Title]

[Kevin Osgood, Pres.]

[Date]

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.

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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 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 30th, 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
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. Sledders 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.
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
- GHIN handicap fees $1,495
- Total Revenue $408,916

Rounds Reporting –

- 9 Hole Rounds 8,579
- 18 Hole Rounds 395
- Season Pass 9 hole 3,733
- Season Pass 18 hole 294
- Total Rounds 13,001
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.
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 2nd 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.
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
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 2nd hole in the woods – more research is needed to determine their viability. Please see our more complete “Water Useage 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.
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

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**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.
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  
    Well A 650,000 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 don’t know true center depth, and that water is out of our reach.

**March 8th, 2013 - Well field located off the left side woods of the 2nd 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
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 2nd 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

<table>
<thead>
<tr>
<th>Segment</th>
<th>Golfers (mm)</th>
<th>Rounds (mm)</th>
<th>Spend ($bn)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Core (8+)</td>
<td>14.4</td>
<td>434</td>
<td>$24.7</td>
</tr>
<tr>
<td></td>
<td>56%</td>
<td>94%</td>
<td>94%</td>
</tr>
<tr>
<td>Avid (25+)</td>
<td>6.8 (26%)</td>
<td>350 (76%)</td>
<td>18.7$</td>
</tr>
<tr>
<td>Moderate (8-24)</td>
<td>7.6 (30%)</td>
<td>84 (18%)</td>
<td>$6.0</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>23%</td>
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<td>29 (6%)</td>
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<td></td>
<td></td>
<td></td>
<td>6%</td>
</tr>
</tbody>
</table>

Total 25.7 463 $26.3B

NOTES: Percentages reflect % of total golfers. Avid is a subset of Core – Note: Spending Data from 2010 reporting
Appendix B: Maynard Country Club History
A Short Primer of the History of Maynard

The town of Maynard was incorporated in 1871 and its formal history began in that year. All events prior to 1871 were part of the history of the towns of Sudbury or Stow. In 1871, over half (about 3.2 square miles) of the new town of Maynard was formed from lands immediately southeast of the Assabet River in the northwest part of the post-1780 town of Sudbury. The remainder of Maynard was created from about 2.1 square miles of land immediately northwest of the Assabet River, annexed from the town of Stow. This smaller area included the roughly 0.4 square mile area triangle of land transferred from Sudbury to Stow in 1730 (including the 200 acres granted to William Browne in 1649). In total, about 3.6 square miles of land from the original town of Sudbury ended up in the present town of Maynard, comprising two-thirds of its 5.3 square miles.

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The territory of Stow was among the earlier colonial towns in the Massachusetts Bay Colony. As originally mapped, it was more than twice the size of its present area. The first known English settlers arrived in Stow in 1660 and 1663. The town was officially founded in 1683.

By 1669, several men from Concord petitioned the General Court of Massachusetts Bay Colony, as follows: “Having observed a certain tract of land environed within the bounds of Concord, Sudbury, Marlbury, Lancaster, Groaton, and Nashoby, within which is certain farmes…which wee judge may be convenient to make a plantation, we therefore …request the favour of this honoured Court to appoint some persons to set the bounds of towns and farmes that thereby yo’ petiiton’ex may see what encouragement they may have to make further addresses unto this honoured Court for accommodations for themselves, famlyes being at the present much wanting therein…” The Court granted the tract to the petitioners, “w’th others not less than tenn famelyes w’th in three years, and that a pious, orthodox, and able minister be maintained there.”

There was some difficulty in attracting early settlers to the plantation – a major stumbling block being the Indian uprising known as King Philip’s War. However, after Philip’s death in 1676, settlement moved on apace. The year 1680 saw shares awarded in the division of land known as Pompositticut, and town records in 1681 list “persons who have taken up lotts at ye new plantation” – 50 acres for the houses, 15 acres of “Meadow Ground”. By 1673, another petition to the General Court resulted in the ruling: “this Court doth grant that place to be a township … and that the name of the said towne be Stow; and they are freed from country rates for three years next ensuing.”

Almost two hundred years after its formation, a sizeable portion of the town of Stow was given over for part of the new town of Maynard. Stow township offered no great objection to the transfer of land and turned over thirteen hundred acres (including the Whitney farmland, now the Maynard Country Club) for the price of $6,500. Although Sudbury vigorously objected to the proposed formation of Maynard, petitioners from Assabet Village eventually won the right to form their own town, taking nineteen hundred acres from Sudbury on the south side of the Assabet River at a cost of $22,500.
Maynard had *three hundred and twenty-one houses, five hundred and twenty-two polls (voters), and an overall population of nineteen hundred and ten people, it being a lively manufacturing community in 1871.*

***

The town of Sudbury was incorporated in 1639 as the third inland town of the Massachusetts Bay Colony, and until 1780 extended from Watertown to the Assabet River. Sudbury had its real beginnings when the General Court voted that a group of English immigrants – Edmund Brown and others – were allowed to “go to their plantation”. The land awarded to these settlers was determined by three land grants, each being preceded by a different petition. Five land grants made up the original Town of Sudbury with a total area by 1650 of over 40 square miles – three large grants were made to the Town in 1638, 1640, and 1649 and two small grants were made in 1639 and 1649. Land grants in this early era had very imprecise boundaries and areas, since the grants were often made by groups of people unfamiliar with the area and using very inaccurate maps. In addition, it usually took many years to properly survey and adjust the boundaries of the land grants due to difficult topography, hostile Native Americans, lack of proper equipment, and disputes between towns.

In 1730, roughly 0.4 square miles of land in the extreme northwest corner of the original Town of Sudbury were annexed to the Town of Stow. This triangle of land was immediately northwest of what is now called the Assabet River in what is now the Town of Maynard (this area included 200 acres granted to William Browne in 1649).

The third and final land grant made in 1649 was known as the “Two-Mile Grant”. A portion of that district (now part of the town of Maynard) was purchased by Edmond Goodenow and others from Jehojakim and twelve other Indians for the sum of sixty dollars – twelve pounds of current money of New England. The deed was signed on July 11, 1684 and was recorded by the Colony Courts on March 19, 1685. Although the “Two-Mile” grants were first authorized by the General Court in 1649, there was a considerable delay in obtaining the release of the land from the Indians. One of the eventual signers of the deed in 1684 was Peter Jethro, a grave and pious Indian who was also known as “Hantomush of the Nipnets” (Nipmuck tribe). He called himself “*one of the ancient native hereditary Indian proprietors of the said land*”. Peter was the son of Jethro, who in 1650 controlled the land referred to as Pomasittakutt – the plantation that later became the town of Stow.

A map dated 1708 shows only fifteen dwellings in the second and third squadrons; local settlements were sparsely inhabited after the great havoc wrought by King Philip’s War. The squadrons were referred to as the “Northwest District” (now Maynard). It is written in the Sudbury records that several meetings were held between 1661 and 1665 concerning the original laying out and apportioning of this land. At length a plan was adopted of dividing it into four squadrons, with each squadron subdivided into parcels of equal size containing one hundred and thirty acres apiece. They were apportioned to the people by random lot.

It is evident that the northerly part the district was occupied at an early period. In 1650 the farm of William Brown was mentioned as being in “the Northwest angle beyond the
Asebath (Assabet) River” and it was this farm, or a part of it, which changed owners under a deed of conveyance on September 3, 1739. The land granted to William Brown was five miles in length, north and south, and two miles wide, east and west, with its northerly boundary a direct continuation of the Concord and Sudbury old town line to the Assabet River. A subsequent conveyance of the two hundred acres to Josiah Brown and signed by Edmund Brown – one of the most influential men in the territory and the first minister of Sudbury – occurred “in the twelfth year of ye Reign of our soveran Lord George ye second” and was recorded in the Registry of Deeds Book 40, Page 64 about 1739.

William Brown’s farm was situated north of the Assabet River in the Northwest District of Stow; it encompassed both sides of the road to Acton. All that remains of the homestead today is the 1830s “George F. Brown house” at 93 Acton Street in Maynard. A portion of the original 200-acre Brown land grant became the farm of Robert Conant (late-1700s) and later the home of Calvin A. Whitney and his family (late-1800s). The land was sold to an investor after Whitney’s death and developed as the Maynard Country Club in 1921.

Sources: A Brief History of Maynard, W.H. Gutteridge, 1921
History of Stow, Ethel B. Childs, 1983
History of Maynard 1871–1971, Maynard Historical Society

The Game of Golf
By Frank C. Sheridan (1893 – 1973)
Brother of Maynard historian Ralph Sheridan
–From the Maynard Historical Society archives–

A new form of recreation finally took root here in Maynard in the form of the game of golf, which had become quite popular throughout the United States, and finally began to be tried out here in Maynard on July 16, 1916, when Arthur Sullivan (now deceased) tried to interest some of his fellow Maynardites in the forming of a golf club in Maynard. This effort was first proposed on July 21, 1916.

Mr. Sullivan had gathered several local people, and they started to play the game on what was the Ben Smith Farm, which ran from the bridge next to the former car barn [the old trolley car barn, now an office building at 63 Great Road] , and to what is known to all of us as Ben Smith’s Dam. The Smith farm was then located just above Taft Avenue, with Philips home next to the Smith farm, and across the road was the Litchfield homestead. The proposed course was to be built from the Smith Farm and the Philips home as far as what was known then as Siloway’s Corner (Stow line).

About the same time, A.L. Lawrence, better known as “Len”, and who owned a farm just over the Maynard-Acton line (High Street), also had built a three-hole course at what is called “Fletcher Corner”. This course was called “Birchhurst”. As a result, Arthur Sullivan suggested that Mr. Lawrence needed help to improve the course, so he would give up the proposed Great Road course, and that any golfers playing at
“Birchhurst” through their contributions would help make the small course a better course and would financially help the owner. On November 14, 1919 when the season closed at “Birchhurst”, golf was over for the season locally. November 19, 1919 a banquet was held at “Birchhurst” and a good time was had by all.

In the spring the golfers received some good news, and on July 22, 1921 an option was taken on the Calvin Whitney farm, which comprised sixty-eight acres of land, and would be large enough for a nine-hole course. Officers and members of the Club at that time stated that a larger membership would be allowed and the committee-in-charge of membership consisted of Howard A. Wilson, James J. Ledgard, Charles Courtney and William Brayden.

On August 5, 1921, forty members were present, with Howard A. Wilson, chairman, and James J. Ledgard, secretary. An architect reported that the barn could be converted into a club house. The dwelling could be torn down or could be left temporarily for the greenskeeper’s residence. The land was rich and supplied with town water for the greenskeeper. About eighty members signed up at the beginning, and it was estimated that seventy more could be taken into the club, as the sum of $6,000 would be needed at the start. A committee of seven was appointed to get members and to raise the needed money. This committee was as follows: George Gutteridge, Dr. Edward Flaherty, William Brayden, Brooks Reed, James J. Ledgard, Wallace Priest and Frank E. Sanderson. By fall six holes would be ready to play on.

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**Former Inhabitants of the Land now known as 50 Brown Street in Maynard Massachusetts**

<table>
<thead>
<tr>
<th>YEAR</th>
<th>INHABITANT</th>
<th>EVIDENCE/ARGUMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1638-40</td>
<td>Edmund Brown</td>
<td>General Court voted that a group of English immigrants – Edmund Brown and others – were allowed to go to their plantation.</td>
</tr>
<tr>
<td>Sudbury Plantation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1649</td>
<td>William Browne</td>
<td>The third and final land grant made in 1649 was known as the “Two-Mile Grant”. A portion of that district (now part of the town of Maynard) was purchased by Edmond Goodenow and others from Jehojakim and twelve other Indians for the sum of sixty dollars.</td>
</tr>
<tr>
<td>Town of Sudbury</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1650 - Sudbury</td>
<td>William Browne</td>
<td>The farm of William Brown was mentioned as being in “the Northwest angle beyond the Asebath (Assabet) River”.</td>
</tr>
<tr>
<td>1708 - Sudbury</td>
<td></td>
<td>A map dated 1708 shows only fifteen dwellings in the second and third squadrons; local settlements were sparsely inhabited after the great havoc wrought by King Philip’s War. The squadrons were referred to as the “Northwest District” (now Maynard).</td>
</tr>
<tr>
<td>1730 - Stow</td>
<td></td>
<td>Roughly 0.4 square mile area triangle of land was transferred from Sudbury to Stow in 1730 (this area included 200 acres granted to William Browne in 1649).</td>
</tr>
<tr>
<td>Year</td>
<td>Location</td>
<td>Name</td>
</tr>
<tr>
<td>--------</td>
<td>----------</td>
<td>-----------------</td>
</tr>
<tr>
<td>1739</td>
<td>Stow</td>
<td>Josiah Brown</td>
</tr>
<tr>
<td>Until 1773</td>
<td></td>
<td>Robert Conant</td>
</tr>
<tr>
<td>Until 1808</td>
<td></td>
<td>Daniel Conant</td>
</tr>
<tr>
<td>1830</td>
<td>Stow</td>
<td>Benjamin Conant, Sr.</td>
</tr>
<tr>
<td>Until 1844</td>
<td></td>
<td>Benjamin Conant, Sr.</td>
</tr>
<tr>
<td>1845</td>
<td>Stow</td>
<td>Sarah Randall Conant</td>
</tr>
<tr>
<td>1850</td>
<td>Stow</td>
<td>(Presumed) Benjamin Conant, Jr., age 30, his sister Betsey Conant, age 22, and his mother Sarah Conant, age 60.</td>
</tr>
<tr>
<td>1855</td>
<td>Stow</td>
<td>Sarah Conant</td>
</tr>
<tr>
<td>1860</td>
<td>Stow</td>
<td>Unknown</td>
</tr>
<tr>
<td>about 1865</td>
<td></td>
<td>John Goldsmith, Jr.</td>
</tr>
<tr>
<td>1870</td>
<td>Stow</td>
<td>John Goldsmith, Jr.</td>
</tr>
<tr>
<td>Year</td>
<td>Location</td>
<td>Name</td>
</tr>
<tr>
<td>----------</td>
<td>-------------------</td>
<td>--------------------------------</td>
</tr>
<tr>
<td>1879</td>
<td>Maynard</td>
<td>Artemus Whitney</td>
</tr>
<tr>
<td>1891</td>
<td>Maynard</td>
<td>Calvin A. Whitney</td>
</tr>
<tr>
<td>1897</td>
<td>Maynard</td>
<td>Ethelyn J. Whitney</td>
</tr>
<tr>
<td>1897</td>
<td>Whitney Lane</td>
<td>Ethelyn J. Whitney</td>
</tr>
<tr>
<td>1910</td>
<td>Maynard Brown Street</td>
<td>Ethelyn J. Whitney</td>
</tr>
<tr>
<td>1958</td>
<td>Maynard Brown St.</td>
<td>The Conant/Goldsmith/Whitney home was burned to the ground by the Maynard Fire Department; it was used for storage of tools and equipment by that time and had fallen into disrepair. All that remains of the original 200-acre Edmund Brown land grant is the “George F. Brown house” built in the 1830s at 93 Acton Street in Maynard.</td>
</tr>
</tbody>
</table>
Some Early Stow Homesteads
Maps of Maynard

The Conant Family

- Daniel Conant, who farmed the land until his death in 1808, was claimed to be the first man wounded at the Concord fight, April 19, 1775, and later served as a sergeant at Bennington, Vermont when General Burgoyne surrendered on August 16, 1777. Conant was under the command of Captain Silas Taylor of Stow at Bennington, and was also at Bunker Hill in 1776. He was a member of the Stow Minutemen and was buried in the cemetery at Stow Lower Village. (Gutteridge, History of Maynard, 1921)
- Daniel’s grandson, Benjamin Conant, Jr., along with John Goldsmith, was among several petitioners on January 26, 1871 for the establishment of the new town of Maynard. (History of Maynard)
- Benjamin Conant was appointed one of Maynard’s first assessors in 1871 and was a Selectman from 1872-73. (History of Maynard)
- Benjamin Conant, in 1867, was appointed chairman of a committee “to solicit subscriptions for the support of public worship” for the purpose of having Methodist preaching in the village of Assabet (History of Maynard)
- In 1880, the Conant family deposited $250 for care of their cemetery lot in Glenwood Cemetery, the town’s first perpetual care fund. (History of Maynard)
The Goldsmith Family

Many family connections occurred locally between the Conant, Goldsmith, Kimball, and Houghton families, as seen in the following marriages:

- Francis Conant to Sophie Goldsmith (of Littleton) on 21-Dec-1841 in Stow
- Simeon Conant to Betsey Goldsmith (of Acton) on 6-Apr-1815 in Stow
- John Goldsmith Sr. married a Kimball; his daughter, Lucy Goldsmith married a Kimball
- Lucy M. Goldsmith (of Littleton) to Daniel P. Houghton on 5-Oct-1854 in Littleton. Daniel was the widower of Mary A. Conant of Stow.
- John Conant to Moriah Houghton Goldsmith on 25-Nov-1802 in Harvard

Conant-Goldsmith Farmhouse

Calvin Artemus Whitney

- Calvin A. Whitney (1858 –1909) was the son of Artemus Whitney and Lucy Jane Pease and grandson of Daniel Whitney and Sarah Marble of Stowe. Daniel Whitney’s farm (later known as the Joel Parmenter place) was on South Acton Rd. The Marble house was traditionally passed down to the youngest daughter in the family – eventually to Mary Louisa Whitney - who married Joel Parmenter in
1856. Artemas Whitney built the Ben Smith Dam in Maynard and also the foundation of several mill buildings and many of Maynard’s earliest houses.

- Calvin first married Matilda Fix in 1879 and established residence nearby off Acton Rd. on the old Conant-Goldsmith property. After the death of wife Matilda in 1890, he married Ethelyn Hayward Jones and they had nine children. Ethelyn Jones (1870 to 1950) was the daughter of Civil War veteran Theodore Jones and Mary Emma Dakin of Sudbury.

**Maynard Country Club in the Early Years**

**July 22, 1921 The Maynard News:**
An option has been taken on the Calvin Whitney farm recently by the local golf enthusiasts for a new golf course. The golfers of this town have had a club known as the Birchhurst Golf club, with their links at Fletcher corner for the past few years and they wish for a bigger course. The new land in view will be of about sixty-eight acres and large enough for a nine-hole course. The officers and members of the present club state that a large membership for the new club will be allowed and the golf aspirants in this town may enroll with the committee put on for that purpose. The committee are: Howard Wilson, James Ledgard, Charles Courtney, and William Brayden.

**July 27, 1921 The Maynard Enterprise**

**MAYNARD GOLF CLUB**
The Maynard Golf Club in progress of organization is making good headway. Already nearly 100 applications for membership have been received. Just as soon as the 100th name is on file it is planned to call a meeting of the Association and permanently organize. In the meantime application for membership may be made to James J. Ledgard, Howard A. Wilson, Charles Courtney or Wm. Brayden. Membership dues are $25 annually. The club has an option on the Calvin Whitney farm and a [layout of the] nine hole course may be seen at the Ledgard News Store, Nason St.

**August 3, 1921 The Concord Enterprise:**

**MEET TONIGHT TO ORGANIZE COUNTRY CLUB**
A meeting will be held this Wednesday evening at Riverside hall for the purpose of organizing a Maynard country club. Already more than 100 people have signified their intentions of joining the club. The meeting is open to those interested in a Country club or golf [and they] are requested to attend and bring a friend. The meeting is called for 8 p.m. An option has been taken by the leaders of the movement on the Calvin Whitney farm where it is planned to lay out a nine-hole golf course.

**August 10, 1921 The Weekly Enterprise**
A preliminary meeting for the purpose of organizing a Maynard Country club was held Wednesday evening at Riverside hall. Judge H.A. Wilson was chosen to preside and James J. Ledgard, clerk. There were more than fifty present. A committee composed of
George H. Gutteridge, Dr. Edward Flaherty, Wallace Priest, James J. Ledgard, Frank E. Sanderson and William Brayden was appointed to consider the matter of financing the organization of the club and also to consider available sites.

This committee is to report at the second meeting to be held this Wednesday evening at Riverside hall. Already there are about 100 applications for membership. An option has been taken on the Calvin Whitney farm. Other sites may also be considered by the committee.

The meetings are open to the public. Golfers and others interested in a local Country club are invited to attend. As soon as preliminary arrangements are out of the way a permanent organization will be formed. It is predicted that the club will have a waiting list in a very short time after the perfecting of the organization.

**August 10, 1921  The Concord Enterprise**

The Maynard Country club purchased the Calvin Whitney farm on Monday. Work will begin as soon as possible laying out part of the golf course which is expected to be made ready for play in a few weeks. The new club starts off with more than 100 charter members. The charter will be held open for more names. Those wishing to join may leave their names with any of the following who are a committee on organization: Howard A. Wilson, James J. Ledgard, Oliver Trees, P.J. Sullivan, Len Lawrence, Brooks Reed, Dr. Edward Flaherty, Wallace Priest, Frank E. Sanderson, James Packard, William Brayden, and George H. Gutteridge. Already Concord, Acton, Stow, and Sudbury are represented in the membership list.

**August 24, 1921  The Maynard News**

**ARCHITECT LAYING COURSE FOR MAYNARD COUNTRY CLUB**

The Maynard Country Club is not losing any time in getting the Calvin Whitney farm in shape for golfers. Wayne Stiles of Boston, golf architect who is laying out the course for the Marlboro Country Club at Marlboro, has been over the course and laid out plans. Work will begin today when a gang of 35 men from the Marlboro job will be put to work laying out the nine-hole links.

The architect says they will make up a sporty golf links. Up to date more than 125 charter members have been enrolled from Maynard, Acton, Concord, and Sudbury. The charter will be held open for a short time. It is expected that the fairways will be ready for play in two weeks. The play will be on winter greens now, until the regular greens are in shape, which will be sometime next summer.

Officers of the Maynard Country Club elected this week are: George H. Gutteridge, president: Frank E. Sanderson, treasurer: Wallace Priest, clerk: H.A. Wilson, Charles Courtney, James J. Ledgard, Brooks Reed, board of governors.

**Wayne Stiles – Noted Golf Course Architect**

- Wayne E. Stiles, FASLA, 1884-1953, was known primarily as a golf course architect, although he had many non-golf projects to his credit, including the L.K.Liggett estate in Chestnut Hill and the Ross Estates Subdivision in Pittsburgh. He supervised CCC projects for the National Park Service (NPS) during the depression. He worked for the Canadian firm of Brett and Hall until 1915, when
he opened his own landscape architecture firm in Boston. In 1924, he formed a partnership with John R. Van Kleek and the two were credited with numerous golf course designs from Maine to Florida. After 1928, he operated independently. (Cultural Landscape Foundation website)

- Resident of Boston in 1920, age 35, single, and living with parents and his brother Harry.
- Stiles [1884 to 1953] was a Donald Ross contemporary during the Golden Age of golf design. The era's greatest names were Seth Raynor, Donald Ross, Wayne Stiles & John Van Kleek, and William Flynn & Howard Toomey respectively.
- Some of the courses built by Wayne Stiles include:
  - Maine - Bath Country Club,
  - Vermont - Brattleboro Country Club
  - Missouri – East and West at Norwood Hills Country Club in Saint Louis
  - Florida - Pasadena Yacht & Country Club in Saint Petersburg, Highland Park Hills Inn & Golf Club in Lake Wales, and Tarpon Springs Golf Club
  - Georgia - Glen Arven Country Club in Thomasville
  - New Jersey - Brigantine Golf Links in Brigantine
  - Nebraska – Omaha Country Club

Private courses in Massachusetts:

- **Maynard** Country Club, **Cranwell** Resort, Spa & Golf Club in Lenox,
- **Duxbury** Yacht Club, **Marlborough** Country Club, **Marshfield** Country Club, **Pine Brook** Country Club in Weston, **Thorny Lea** Golf Club in Brockton, **Woodland** Golf Club in Auburndale, **Woods Hole** Golf Club in Falmouth

Semi-Private and public courses in Massachusetts

- **D. W. Field** Golf Course in Brockton, **Larry Gannon** Municipal Golf Course in Lynn, **Mink Meadows** Golf Club in Vineyard Haven, **Putterham** Meadows Golf Club in Brookline, **South Shore** Country Club in Hingham, **Taconic** Golf Club in Williamstown, **Wahconah** Country Club in Dalton

"Many a visitor innocently remarks after his first round at Taconic, 'My goodness, where has this Ross gem been hiding?' Located in Williamstown, Massachusetts, Taconic never fails to impress the first time visitor. The only surprise is learning that Donald Ross had nothing to do with it but rather full credit belongs to the little known New England design firm of Wayne Stiles & John Van Kleek. Stiles, who was a low single figure amateur player, was a member at Brae Burn, a fine Ross course outside Boston. He played there countless times and by the start of WWI, he was more interested in golf course design than in his Boston-based landscape profession. In 1924, he formed a partnership with John Van Kleek, another landscape professional. According to noted Stiles historian Gary Sherman, Stiles & Van Kleek built more than 60 courses between 1924 and 1932, mostly in New England (though Van Kleek was based in St.Petersburg, Florida). Massachusetts was indeed a very crowded neighborhood in the roaring 1920s. But of this there is no doubt: if Wayne Stiles had practised his keen hand at architecture in any other
decade, he would be much more of a well known figure. His work demanded that kind of respect, with Taconic being the finest example.” internet source: www.golfclubatlas.com

Gary Larrabee has covered golf on the North Shore of Boston for over thirty years for The Beverly Times, The Salem Evening News, MassGolfer, the New England PGA Yearbook, and Golf World Magazine. In addition, he has authored club history books for Wenham Country Club and Salem Country Club. He is a 25 year member of the Golf Writer's Association of America. In a feature interview in January 2001, Larrabee was asked: What single architect had the most influence in the greater Boston area from 1890-1899? 1900-1909? 1910-1919?1920-29? His answer: Stick to the North Shore, and I can simply state that Donald Ross left his mark like no other architect with his Essex (1917 completed), Kernwood (1918 completed) and Salem (1926) layouts. Herbert Leeds left the most significant legacy pre-1900 with his Myopia Hunt Club Links. Wayne Stiles- John Van Kleek (four courses), Eugene Wogan (three courses), his son Phil Wogan (two) and Geoffrey Cornish (three layouts) have all certainly left their mark as well.

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August 31, 1921  The Concord Enterprise:

FANCY SHOTS WILL BE SEEN AT THE CLUB SOON

The Maynard Country Club promoters and officers are showing a capacity for speed in accomplishment that augurs a live organization has been created in our midst. Within twenty four hours after purchasing the Calvin Whitney place for the club site, plans were perfected for a nine-hole golf course and a squad of 35 workmen was busy preparing a three-hole course for the members to play on at once. Before this weekend it is expected the members will be giving exhibitions of fancy shots on the Club greens. And this accomplishment will be in the parlance of the day “some speed”. A tree in the way gets a shot of dynamite and soars heavenward. Its parts hardly touch the ground before men are busy cleaning up the limbs, trunk, and wood.

The membership roll is increasing with equal speed. It is growing so fast that indications are the full membership may be enrolled before Sept. 1, the day the charter closes. Already 145 members have signed the roll and applications are coming in daily. A group of 85 on the waiting list of a Framingham club and a number on the list of a Concord club have asked to join the local club. As Concord, Stow, Acton, and Sudbury are already well represented in the membership these applications have not been acted upon yet as it is desired to give Maynard folks the preference. It is predicted that there will be a large waiting list at the Maynard club as soon as the required 200 members are enrolled.

Applications to join may be made to any of the officers of the club who are as follows: George H. Gutteridge, president; William Brayden, vice pres.; F.E. Sanderson, treas.; Wallace Priest, clerk; H.A. Wilson, Jas. J. Ledgard, Charles Courtney, and Oliver Trees, board of governors. Permanent organization will be perfected when the membership drive closes. Already the club has two applications for the job as caretaker.
September 7, 1921  The Weekly Enterprise
A crew of 60 workmen are fast getting the Country club golf course ready.

September 21, 1921  The Concord Enterprise
FIRST MEETING HELD ON SUNDAY LAST

The Maynard Country club held its first meeting on the new club grounds Sunday when more than 50 members gathered to view the progress of development. The meeting was held in the open on the fairway of one of the completed greens. Enthusiasm was the keynote of the meeting and every member was surprised at the rapid work of the past few weeks getting the nine-hole golf course in shape.

Three temporary holes are ready for play and the crew of 50 men who have been at work are expected to complete the full course by Saturday. George H. Gutteridge presided at the meeting and Frank E. Sanderson read a financial report. To date 136 members have paid their yearly dues and $6,500 of the club bonds have been subscribed and paid for, $1,500 more have been subscribed for, of a total issue of $10,000.

The balance are open for subscription. The bonds are 7 per cent secured by a mortgage on the property which is a 68-acre tract with farm house and buildings and about 150 apple trees, and asparagus bed. Already 148 members are enrolled. The membership is limited to 200. The charter of the club will be kept open, according to a vote of the meeting to allow Maynard residents to join. Applications from other towns would more than complete the membership, but the policy of the club is to enroll as many from Maynard as possible.

To date $7,300 has been expended on purchase and development of the property and it is planned to expend in the neighborhood of $15,000 before the plans are completed. The Country club as it is developing gives promise of being the broadest, strongest and most democratic organizations in the community and is sure to grow in popularity as years go by. Applications for membership may be made to G.H. Gutteridge, president: William Brayden, vice-president: Wallace Priest, clerk: Frank E. Sanderson, treasurer: Howard A. Wilson, James J. Ledgard, Brooks Reed, Oliver Trees, and Charlie Courtney, board of governors.

NOTE: Early MCC member Frank Sheridan wrote:  In September [1921] the following holes were ready to be played on --- No’s 1,2,3,6,7,8. Numbers 4,5,9 were still swamply and had to be filled and graded. The house committee in which William Brayden and Brooks Reed put on a very enjoyable party in the apple orchard where the club house now stands. They were assisted by their wives and other members, and tables and chairs were set up in the apple orchard and a very enjoyable afternoon was had by all.

April 14, 1922  The Maynard News
Fifteen men are engaged about the grounds of the Country club getting things into shape. The water line is being laid from Brown street and the renovation of the clubhouse has been started. By July 1st it is thought that all will be in readiness for opening.

July 5, 1922  The Concord Enterprise
The Maynard Country Club’s formal opening held on Saturday brought out a large number of members and their ladies despite the rain. After a social get-together at the
club house at 2 p.m. the members played a game. Only five of the nine holes were in play owing to the recent heavy rains. The full course will be ready soon. Light refreshments were served on the lawn at 5 o’clock.

**July 26, 1922  The Weekly Enterprise**

**GOLF LEADING SPORT IN MAYNARD FOR TIME BEING**

Golf for the time being is the leading sport of Maynard. Until home games of baseball return, the wielders of the brassie and niblik have the front. The Country club with its sporty nine holes and natty little club house did it. Golf outfits are more common than baseball bats. Wilder X. Macurda and Cliff Downey annexed the title of golf champions of Nason St. on Sunday morning when they defeated Dr. Louis Sullivan and Dr. John Bellows, dentists, at the Country club links. The glory will not be for long as other Nason St. golfers were heard to remark that they could give a handicap to the new champions and then not exert themselves in carrying off a match.

**May 2, 1923  Boston Daily Globe**

**ELIGIBLE LIST OF 400, SCRATCH TO NINE, FOR THE BAY STATE TITLE**

Four hundred players rated from scratch to 9 are eligible to compete in this year’s State’s amateur championship tournament which will be held at the Vesper Country Club, Lowell, June 27 to 30, according to the executive committee of the M.G.A. The following clubs have been elected to membership in the United States Golf Association: Marshfield Country, Maynard Country, South Shore Country, West Hingham and Waltham Country.

**July 17, 1925  The Concord Enterprise**

**COUNTRY CLUB**

Saturday afternoon will commence the first of a series of handicap tournaments at the Maynard Country club. The first round will start at 1:30 o’clock, and the tournament will not be completed until all entries have made their rounds. The official handicapper of the club is Oliver C. Trees and all entrants should get in touch with him as soon as possible in order that they may compete for the elaborate prizes which will be given. At intervals from now until the closing of the season, tournaments will be run as they were last year. The course is dotted with players daily and weekends there is always a large attendance of local players and visitors. It is expected that the entries in the first tournament run this year will far exceed those of former years.

**September 18, 1925  The Maynard News**

**MAYNARD - STATE OPEN TOURNAMENT**

**Dr. Flavin Wins at Maynard with 60 Low Net**

Over the weekend fifty-five golf enthusiasts enjoyed the state-open tournament at Maynard Country club, while there were twenty-three others who had no state handicap allotted to them, yet enjoyed the round of the course. The cards turned in were as follows:

<table>
<thead>
<tr>
<th>Gr.</th>
<th>Hdp.</th>
<th>Net</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dr. P.T. Flavin Maynard</td>
<td>81</td>
<td>21</td>
</tr>
<tr>
<td>L.P. Costello Maynard</td>
<td>86</td>
<td>21</td>
</tr>
</tbody>
</table>
Paul Allen    Maynard    86    20    66
John McRoan    Green Hill    86    20    66
John J. Nugent    Green Hill    85    18    67
A.C. Burnett    Brae Burn    86    19    67
F.O. Sheridan    Maynard    87    19    68
Wm. Cosgrove    Green Hill    86    18    68
E.T. Manson    Sandy Burr    81    11    70
C. Downey    Maynard    91    21    70
C.R. Stockbridge    W’tboro    95    15    70
E.D. Cole    Wellesley    79    9    70
D. Barnum    Dedham    77    7    70
J. Shea    Green Hill    88    18    70
L.P. Hersey    Wellesley    80    9    71
John Connors    Maynard    94    21    73
H. Newport    Maynard    84    21    73
George Styffe    Green Hill    81    7    74
E.P. Stratton    Brae Burn    79    4    75
Roy Lent    Maynard    96    20    76
W.O. Blaney    Brae Burn    80    4    76
H.E. Burroughs    Westboro    96    20    76
G.A. Looma    unattached    78    0    78
J.K. Lynch    unattached    89    0    89
G.A. Nyman    Maynard    111    21    90
H.A. Nyman    Maynard    116    21    95
W.S. Barry    Maynard    118    21    97

There were prizes awarded as follows: Dr. P.T. Flavin, low net, gold watch; L.P. Costello, second low net, thermos kit; D. Barnum, low gross, sweater; G. Looma, unattached, second low gross, tea wagon. During the play which was conducted by James Smith, of the Massachusetts Golf association, assisted by James J. Ledgard, Oliver C. Trees, Frank Sheridan, George Gutteridge, and Paul Allen, the president’s silver cup remained still within the club, as none has yet beaten the course record of 73 set by George Aulbach, attached to Arlmont Country Club. Mr. Aulbach is a professional and set the par for the course shortly after the Country club first opened.

More from Frank Sheridan’s history – “The Game of Golf”:

A representative of the Massachusetts Golf Association came to Maynard to play on the new course, and as a result of his visit he suggested that our course should hold a Massachusetts State Open Tournament, which would bring a lot of publicity for our new course. The board of directors voted that this tournament should be held, and voted some nice prizes for the occasion. Maynard had a nice turnout of some very nice golfers, including Jessie Guilford and George Aulbach and many others who enjoyed their visit, and returned several times to play our course. (Incidentally, I had a very good round and was awarded a cut-glass bowl.)
Two weeks later a tournament was held at the Wellesley Country Club, and some of the Maynard golfers participated, and a member of the Wellesley Club and myself tied for the low net score. We played it off the following Saturday and again I had a very good round and this time came home with a beautiful electric coffee percolator set, consisting of tray, pitcher, sugar bowl and percolator. Subsequently, the next tournament was held at the Sandy Burr Country Club in Wayland and again I had a good day, and this time I received a pair of silver candle holders.

***

James Francis Holden – Greenskeeper 1926 -1929

James Holden, born in Newfoundland about 1882, lived with his family in Newton in 1920, working there as a greenskeeper at a local golf links – Albemarle Golf Club.

Greenkeepers' Club of New England - by Robert A. Mitchell

(February, 1931, p.27 – Turfgrass Science & Information Center, MSU)

The Greenkeepers' Club of New England has the distinction of being the first club of its kind in the United States. It was in the fall of 1923 that Thomas Fahey, of Winchester, and Alec Brice, then of Belmont Springs, made a canvass of the greenkeepers of the clubs of metropolitan Boston with a view of ascertaining the sentiment regarding the forming of some kind of a greenkeepers’ organization. The matter was discussed further by Frank R. Wilson, Jr., of the Charles River Country Club, and C. E. Treat, of the Woodland Golf Club, on a train returning from the annual meeting of the United States Golf Association at New York in January, 1924, when Mr. Treat decided to call a meeting of some of the more prominent greenkeepers in the district, at his home, on February 5. At that meeting it was agreed to hold a get-together dinner at Cottrell's Restaurant, in Boston, on February 25, 1924. The dinner was attended by 41 greenkeepers, and there the Greenkeepers' Club of New England was formed, a constitution adopted, and the following officers elected: President, John Shanahan; vice-president, James Holden....

The Holden family moved to Maynard in 1926 and lived in the Calvin Whitney house at the golf course for three years. By 1930, the Holden family left Maynard and moved to Snow Street in Brighton, where James secured a job as a greenskeeper for a private family.

In a letter dated 1990, daughter Katherine Holden Denman (1915- 1999) wrote to Ralph Sheridan of the Maynard Historical Society from her home in California:

Dear Mr. Sheridan,

Earlier this month I had the opportunity to visit the Maynard Country Club. My purpose for this brief visit was to see the “old” house that was my home for three years. I was disappointed that the house was no longer sitting between the 3rd and 4th tee. Could you tell me if the house was relocated or destroyed?

Back in 1926 my Father, James Holden, was the Greenskeeper at Maynard. The house was provided as our living quarters for the time Father worked there. I remember just about every detail about the house – down to the latches on the
doors, etc. And, the huge fire places (4 altogether). My Mother remarked many
years later that she recalled living the happiest years at Maynard Country Club. I
also feel the same way. We did so many wonderful things there. Any information
on the “old” house you can provide will be very much appreciated.

Mr. Sheridan’s response on November 27, 1990 read:

Dear Mrs. Denman,

...I am very sorry that no one directed you to me for help while you were
in Maynard. At the Maynard Historical [Society] we have a framed set of
snapshots, taken on February 22, 1958, while the old building was being
consumed by fire which was purposely set by the Maynard Fire Department. It
was no longer being used by the Maynard Country Club except for storing some
of the equipment used to keep the club grounds in shape. It was rapidly
deteriorating from “old age” and neglect, and being vandalized by many
unwanted trespassers in the off-season. It had been condemned and the Maynard
Fire Department disposed of it in a safe manner. Being history minded my self; I
can readily appreciate your disappointment.

It was indeed an old house, probably dating back to the early 1700’s.
Originally, the land on which the house was located was part of the town of Stow,
known as the northeast district. The Whitneys had occupied that entire section of
the territory for several generations. In 1775 it was known as the Conant-
Goldsmith farm, near the Acton line; and on the 19th of April Daniel Conant, an
honorable and respected farmer, went from there with the Stow Minutemen to
Concord.

Calvin Whitney eventually occupied the farm, until the Maynard Country
Club bought the property.

December 11, 1891 at 7:40 a.m. the fire department was called to the farm
of Calvin Whitney, where a large barn filled with hay was completely destroyed;
along with fifty head of cattle. This was the second barn to be destroyed by fire on
this farm. The fire department could do nothing, as the nearest hydrant was
beyond the reach of the 600 feet of hose carried.

February 2, 1905 at 5:15 a.m. The third serious fire on the farm of Calvin
Whitney totally destroyed a large building used as a cider mill, tool storage and
workshop; also housed a gasoline engine which pumped water for a large herd of
cattle. Believed to have been started from the thawing a frozen water pipe with a
blow torch the night before and probably smoldered all night. A hired man
discovered the fire and had to run all the way down to the fire station to pull the
box, which was then the closest one to the scene. Both the whistle and the school
house bell failed to operate. Tony Collins responded to the fire alone with one
horse pung which carried 600 feet of hose, which was about 200 feet short of
reaching the fire from the nearest hydrant; which was located on Tremont Street.
So Tony drove back to the station and loaded on more hose. Needless to say, that
by the time he got back to the fire, unrolled and laid this additional hose, the
building was flat to the ground.
The foregoing is perhaps as concise a history of the “old house” you once called your home as is available. Hope you find consolation in reading it.

***

Friday April 13, 1928  The Concord Enterprise
The opening of the golfing season will be held this weekend at the Maynard Country club. The course has never been in such good condition at the beginning of the season as it is this year and all indications are that during the year the conditions will improve.

Mr. Holden, the new caretaker of the country club, has had previous experience in caring for the Albemarle Country club in Newton, and is introducing many new features. The opening tournament of the season is scheduled for April 19th, and the members are urged to get in touch at once with Handicapper Frank C. Sheridan to arrange for their rating this season.

***

Harold William Brown – Greenskeeper in 1930
• Born in Maynard on December 25, 1904 to parents Martin Brown of Newfoundland and Mabel McAuslin of Maynard, both mill operatives
• Age 5 in 1910 census - resided with grandparents William and Isabel McAuslin and parents Martin and Mabel Brown. Residence – unnumbered, on Brown Street, 4 houses away from the Calvin Whitney farm. Father Martin Brown worked in the woolen mill as a percher. He later sold insurance until his death in 1915.
• Age 15 in 1920 - resided with grandparents William (of Scotland) and Isabel (of England) McAuslin and his mother, widow Alice Mabel (or Mabel Alice) McAuslin Brown. Residence – unnumbered, on Brown Street, 4 houses away from the Calvin Whitney farm. [The McAuslin family and the Harold Brown family are buried in Lot 408, Sec. 9-O, Glenwood cemetery.]
• Harold’s mother, Mabel McAuslin Brown, remarried in 1923 to Dr. Raymond Palmer, a dentist. [The Palmer family is buried in lot 361-B, Sec. 22-O, Glenwood Cemetery.]
• Harold Brown, age 25, wife Mildred, 2 children (Marion, age 4, and Donald, infant) in 1930. Caretaker at the Maynard Country Club. Residence - 36 Brown Street, living with grandparents William and Isabel McAuslin. [Dr. Raymond and Mrs. Mabel Palmer lived next door at 40 Brown St.]

July 8, 1948  The Concord Enterprise
Donald W. Brown, son of Mrs. Mildred Lalli of 40 Brown street, Maynard was recently accepted for two years in the regular army of the United States. He will undergo eight weeks of basic training at Fort Dix, New Jersey.

***
The Clubhouse at Maynard Country Club
From Frank Sheridan’s history, The Game of Golf:

A part of the old homestead [Calvin Whitney farmhouse] was set aside for the caretaker to live in and two other rooms were set up for golfers. Then the house committee got together and built an open veranda facing the course. Meanwhile, the remaining holes were finished and everyone was pleased with the course. The house committee and the board of governors decided to tear the barn down and left a long shed which was used for lockers; but as the visitors and the club members did not have sufficient place to change their clothes this matter was taken up at a board of governors meeting. Meanwhile some of the members who had visited and played on other courses discussed the matter of the clubhouse. This matter was taken up at a board of governors meeting and fully discussed by them. It was voted to lay the matter before the membership at the annual meeting which was held in the High School and was well attended.

Previous to this meeting and all during the gold season, several of the Maynard golfers visited and played on other golf courses, and it gave us an opportunity to look over the courses and it also gave an opportunity to look over the various clubhouses, as to size and cost of building a clubhouse at the Maynard course. In discussion, one member stated a clubhouse would cost $35,000, and another said $50,000. Meanwhile I had a friend living in South Acton named Leonard Stiles and was studying in Boston, whom I contacted at his home, and he agreed to draw up a set of plans for a clubhouse for me for a very small sum, and he in turn gave me the name of a contractor in Concord by the name of Ole Anderson, living near Emerson Hospital, whom we contacted, and he agreed to build the clubhouse for approximately $5,000, which was accepted by the directors, and Mr. Anderson built the clubhouse for the Golf Club. I also succeeded in procuring a nice hot water heater from the United Cooperative Society, which was not being used, for $25, and it fitted nicely in the men’s locker room and furnished hot water for the kitchen and showers. With the completion of the new clubhouse, the membership increased tremendously. B.J. Coughlan was appointed custodian of the new building and he did an excellent job.

Alexander Reid – Club Professional

- Born in West Wemyss, Kingdom of Fife, Scotland on April 14, 1878, the son of David Reid and Margaret Christie. Died in Maynard on June 28, 1957.
- Scottish-trained Class A Golf Professional (the early professionals were working class men who made a living from the game in a variety of ways: caddying, greens keeping, club making, and playing challenge matches).
- Immigrated to the US about 1922 and settled in Concord. Listed in the 1930 census at 217 Main St., Concord: Alexander, age 51, born Scotland, golf instructor – country club; wife Betsy T., age 50 born Scotland; daughters Margaret, age 20, Elizabeth, age 10, and Susan Reid Lyon, age 24, all born Scotland (Susan’s husband Melvin A. Lyon, age 30, a traveling hardware salesman, was also in residence with the Reid family).
• Alex Reid – pro and groundskeeper at the Maynard Country Club from the mid-1940s through the 1950s. Wife Betsy T. (Tullis?) 1880-1974.
• Daughter Margaret Reid (married to Basil Stow and resided in Stow, later divorced) - 1909-1988.
• Daughter Susan Tullis Reid Lyons 1905-1946 (her death was by suicide in the family home on Whitney Lane).
• Daughter Elizabeth Reid Davis, mother of Ellen (Davis) Drago, born in 1946, her only child. They lived at 50 Brown St. with Elizabeth’s parents while husband Alfred Francis Davis was in the service during WWII. Davis lived on Acton St. in 1930 – his father Alfred I. Davis was a barber.

July 4, 1957  The Maynard Enterprise:
MAYNARD MAN, WELL-KNOWN GOLFER DIES
Alexander Reid, Whitney lane, well-known in golfing circles, died at his home, Saturday. Born in West Wemyss, Scotland, April 14, 1878, he was in his 80th year and resided here the last twelve years. Before that he lived in West Concord for 10 years and came to this country 35 years ago.

Mr. Reid was pro and greenskeeper of the Maynard Country Club and belonged to the New England Professional Golfers Association. He was also a member of Charles A. Welch Lodge, A.F.&A.M. at Maynard; honorary member of Maynard Country Club, and belonged to West Concord Union Church. He was a retired landscape supervisor of the Commonwealth of Massachusetts. Surviving are his widow, Mrs. Betsy (Drysdale) Reid; two daughters, Mrs. Betty Davis and Mrs. Margaret Stow, both of Maynard; also two grandchildren; two great-grandchildren and a brother, David, in Scotland. Funeral services were conducted on Tuesday afternoon at the MacRae Funeral Home at Concord, Rev. Edwin B. Nylen, minister of West Concord Union Church, officiating. Interment was in Brookside cemetery at Stow.

Maynard Country Club — Events and News over the Years
• Townspeople in Maynard suffered lean years during the Great Depression and the welfare department did what it could to meet the relief needs of the families. Yearly drives to collect funds from the more fortunate …received donations from parties held by the Maynard Country Club as well as plays put on by the Maynard Players and Little Theatre Group (History of Maynard).
• An excerpt taken from “The Game of Golf” by Frank C. Sheridan: Our membership here in Maynard had increased very quickly and the club had to set a limit, as heretofore a wife could play on her husbands’ membership. This slowed up the play tremendously, and a change was made whereby on Saturday, Sunday, and Holidays a wife or other women should not play before four O’clock, but could play all day on other days. This caused a lot of consternation and the club lost several members from greater Boston, but this could not be avoided and the rule had to be carried out.
Meanwhile the club had tough sledding for a time but with the enlarging of the men’s locker rooms, and the addition of whereby food and spirit-of-fermentae could be served under a club’s license granted by the Selectmen so as to pep up the tired golfers after they had finished their game. This addition to the clubhouse added much to the membership and its good times, and it is hoped that they will have many successful years to come in the enjoyment of that great game of golf.

Note: Frank Chester Sheridan worked as a pool room proprietor in Maynard in 1917.

- The Calvin Whitney farmhouse, late the home of club pro and greenskeeper Alexander Reid until his death in 1957, suffered from neglect and disrepair. It was burned to the ground by the Maynard Fire Department on February 22, 1958.

April 24, 1935  The Sudbury News
John White, Waltham street, who is superintendent of the United Cooperative Society gas station, has moved out of the ranks and achieved fame. Yesterday he played his first game of golf at the Maynard Country Club and in his first round he made a Hole-in-One. Five million duffers have trudged the fairways hoping for the day they would make a hole with one shot. Johnnie made it on his first venture. Golf hitherto a tame pastime with John, is now a real expert, and why not when he stepped right into the class before he had rubbed the shine off his new clubs.

But wait. This hole-in-one is rare. Iron clad proof must support the claim of grizzled veterans for membership in that select group where novices dare not venture. Tradition has been upset by this novice and his credentials must be shown.
Arthur Bariteau, club professional, excited, tells of the shot that made all divot replacers green with envy. “John White started out yesterday to play his first game of golf”, said the Club pro. “Paul Allen, a veteran, was his partner. John played the first two holes like any novice, giving not a single hint that he was to reach the pinnacle. The third hole is 150 yards and the green is on a hill, not in sight of the tee. John drove and the ball rolled onto the green. Charlie Manty and Stan Wasiuk were standing near the green and they say the ball rolled into the cup for a hole-in-one. They let out a war whoop that could be heard at the clubhouse. John and his partner were astounded at the hurrah until it finally seeped into their understanding that the novice had on his third hole of golf made a Hole-in-One. It was a great day for John.” The club pro says the hole has been made once before in one.

**July 17, 1936  The Maynard News**

**GOLF TOURNAMENT**

In the four ball best ball, with one-half combined handicap tournament at Maynard Country club, last weekend, the winners were Norman Nordberg and Herbert W. Martin. Joseph F. Cleary and George F. Lynch and Joe Macone and Eldridge tied for second place, and Howard and Philip Wilson were third. In the sweepstakes, with full handicap, H. Isnor was low with 93-28-65; H. Flood, second, 77-8-69. Other cards were: Pickwick 71, Foss 72, Mack 76, Sheehan 85, Johnston 85, and Pease 87. Another tournament for members will be arranged for this weekend.

In a golf match during the week between the [American Woolen Company] dye house and finishing room employees, the latter emerged the winners.

**July 24, 1936  The Maynard News**

Frank Croft knocked off George F. Lynch in the second division of the Maynard Country club golf championship tournament. The first division has not yet reached the semi-final stage.

Members of the Maynard Country club were guests of the Westboro club in a tournament at the latter course, last Sunday. The local club is enjoying a round of visitor-tournaments with various clubs in the district. A home and home tournament with Westboro will be held in September.

**1971 Maynard Centennial Celebration**

Pursuant to an article passed at the annual Town Meeting on March 4, 1968, the Board of Selectmen organized the Maynard Centennial Committee. The duties of the Committee were to “organize, plan, and put into execution the 1971 Centennial Celebration of the Town of Maynard”. The Maynard Country Club participated by holding dinners, dances, special golf events, and the building of a club float for the grand parade.
MAYNARD COUNTRY CLUB BELLES

OFFICIAL RULERS

1) The officers of this charter shall be:
   - Jesselyn Toolin - Co-Chairman
   - Hazel Pratt - Co-Chairman and Treasurer
   - Loretta Tobin - Secretary
   - Catherine Murray - Historian
   - Stella Newick - Publicity Chairman
   - Mary Murphy - Sheriff

2) Boos of 25c will be collected at each meeting.

3) Any Belle not wearing her official button to meetings will be fined 25c.

4) Any Belle caught without her button on, or within her person, from now through July 6, 1971, within the town limits, will be fined 25c.

5) Beginning April 1, 1971, any Belle attending a Maynard Centennial function must wear the official costume of the MCC Belle's Charter.

6) A fine of 5c must be paid by any MCC Belle swearing or using obscene language on the golf course on Wednesday evenings, Saturday and Sunday.

7) Belles will be fined 25c for any clutter left in the locker room.

8) Belles will be fined 5c for a three-putt green.

9) Belles will be fined 35c for not attending a scheduled meeting unless they have a legitimate excuse.

February 23, 1971

TleT

July 25, 1985  The Assabet Valley Beacon

MAYNARD COUNTRY CLUB BROUGHT CLASS TO MILL TOWN

The success of the Maynard Country Club is one of the finest local sports stories. Its history depicts all the characteristics of the town itself, the good times and the bad.

Maynard Country Club was established in 1921, the year Maynard was observing its 50th anniversary. It was not one of the town’s better years. The Assabet Mills were on a furloughed four-day week. However, 151 charter members of M.C.C. had that determination that has carried Maynard through worse times.

These founding fathers had taken up golf at Len Fletcher’s three-hole course near Fletcher’s Corner and decided that the sport would become popular here. This was a courageous decision, as Maynard was a blue collar town and golf was considered a rich man’s game.
They purchased the Calvin Whitney farm of 68 acres and a nine-hole course was laid out. Golf and the Maynard Country Club soon became a winning combination. As the years passed, golf became a favorite sport with in-town residents. It was not unusual to see a superintendent of the Assabet Mills playing with an employee, or a banker and a businessman teeing off with a lesser townsman.

There was no discrimination. Women soon were on the fairways. The golfing names resembled that of the Tiger football team, reflecting Yankee, Italian, Polish, Finnish, and Irish ethnic backgrounds.

Pro Jerry Gierflante brought Tony Manero, U.S. Open champ, here for an exhibition match. Francis “Ancy” Doyle, a Holy Cross captain, introduced weekly tournaments that created new interest. After Doyle left to become the pro at Woodland, Joe Cote, also a top baseball player and bowler, took over until forced to retire. Andy Girard and now Allan Menne have made Maynard C.C. one of the most popular and classiest clubs in the state. For years, the MGA tourney was held here. The club has also been open to civic and patriotic affairs.

There were those who doubted that in 1921 Maynard could maintain a golf club. How wrong they were. (Al Cowles)

Maynard Country Club files plans for Pond Expansion in 1994
Could you ever imagine what it was like to live in a “spooky-looking” old house set in the middle of a golf course? Well, that’s exactly where I found myself when I was eleven years old back in the mid-1920s. The house was actually situated on a hill between the 3rd green and the 4th tee. It was bounded by the 9th fairway on one side, an apple orchard on another and a long, long dirt driveway from the main road. At first sight I felt such a sense of dismay. We HAD to live here? Oh! no.

The country club Board of Directors told Mother that she could renovate to her heart’s content and they would pick up the cost. However, Mother first put her “elbow grease” to work and had the place sparkling clean in no time. Then she knew exactly what needed to be taken care of. She decided to paint and wallpaper. The wide board floors were painted a lustrous pearl gray. Brightly colored scatter rugs were placed in the bedrooms to harmonize with the flowered wallpapers. These accents, along with the white ruffled curtains at all the windows brought the bedrooms to life.
The four huge fireplaces were cleaned by a chimneysweep in preparation for the winter. The kitchen, dining room and pantry were painted and linoleum installed on the floors. A marvelous thing came about when the outside of the house was given a coat of paint. In the wink of an eye, it eliminated the grim, spooky-look, much to my relief. Mother had a lot of respect for the antiquity of the house. She tried to keep things as original as possible – she NEVER removed or replaced the door latches! Somewhere along the way, someone had the sense to wire the house for electricity, thank heavens.

My Father was a Greenskeeper (known as a Golf Superintendent these days). For fifty years he built and maintained golf courses in Massachusetts. The Greenskeeper was usually provided a home right on the grounds at that time. Thus, my residency at Maynard Country Club for three years.

Details of the house still remain in memory; the door latches rather than knobs (these fascinated me); the enormous fireplaces, two on the lower floor and two upstairs (no central heating); the narrow winding staircase to the bedrooms; the black cast iron stove in the kitchen (Mother claimed she could bake twelve loaves of bread in the oven at one time); the walk-in pantry which Mother always had well stocked with home canned foods and other staples; the tiny window panes and a porch that extended around three sides of the house. One bathroom on the first floor was apparently installed as an afterthought at one time. The Country Club had added another for the convenience of the golfers by adding a small room to the side of the house, next to the 3rd green.

New England winters meant lots of snow. What in the world could you do in the winter on a golf course? Well, let me tell you winter was my favorite time for having fun. Dad would flood one of the low-lying fairways and voila, we had our own instant skating rink. The steeper fairways were used for skiing (my brother and I first learned to ski on the #1 fairway). Some of the local kids joined us for tobogganing and coasting. Believe me, we were never lonesome. When we all came into Mother’s kitchen, frozen from the cold and stamping snow off our overshoes, it smelled like heaven. The cocoa pot was always filled and ready to warm us up. There were goodies of all kinds to go along with it (Mother was such a great cook!). And, that big black stove warmed many pairs of hands at a time.

Many winter nights were spent around the fireplace. Dad, sitting in his old battered leather chair would treat us to story time (and could he tell “ghost” stories!). Some nights I would be too frightened to go upstairs to bed thinking something lurking on the winding stairs would grab me. Dad would come along then to get me into bed, kiss me goodnight. He finally would admit he “made up” the stories, to calm me down. But, while he was telling those scary stories, he would swear everything was the God’s truth! The day came when I came to the conclusion that Dad was the world’s greatest story teller ever (true or otherwise). I would never dream of calling him a liar!

Summertime was the busy season for Dad and his crew. Golf courses take a lot of care. Mother would assign me the job of placing clean towels at each tee ball washer and to seeing that buckets of sand were moist enough for mounding into a “tee” (no wooden ones then). My, my, such changes – the miracle of inventions!

When I was ten years old Dad made me my own set of golf clubs (I remember they had Tommy Armour heads). I played every chance I could. At Maynard I started caddying for the lady golfers (no electric carts or bag carriers then, either). The light canvas-type golf bags were a snap to carry and many ladies carried no more than six clubs. Fifty cents was an incredible compensation and when I carried double, a $1.00 made my day (could go to the movies about 4 or 5 times on the 50 cent piece). Eventually, the ladies nicknamed me “hawk-eyes” because I always found their golf balls in the woods of the “rough”. It seems laughable to me now when I think of how I “shagged” balls for 50 cents a burlap-sackful (no golf driving ranges wither). Wasn’t I the go-getter?
My favorite summer retreat was on the shady side of the porch – a perfect spot to curl up with a good book – until Mother requested I “get my nose out of that book and get in and set the table for supper”. Many of our playmates gathered there to join a fast game of “Old Maid”, “Checkers”, or “Fish”. The porch was screened all around but the side facing the 3rd tee had a heavier mesh applied over the regular screening to prevent golf balls “gone awry” from smashing through. The only disturbance was an occasional whining “s-p-r-o-n-g” when a ball hit the mesh. All-in-all, summer or winter, I recall Mother saying years later that those three years in the old house were her happiest. I agreed. But, my interest in the old house did not end after those years. As a young girl I remember remarks about the old house having a historical background but I never paid too much attention to that.

In the fall of 1990, I had the opportunity to go back East for a class reunion. It gave me a chance to pay a visit to Maynard Country Club but, alas, though the golf course looked lush and green, my house was GONE. When I returned home I decided to write to the Curator of the Maynard Historical Society to find out what ever became of the place. Much of the information I received was supplied by Mr. Ralph L. Sheridan, a 93-year old gentleman who describes himself as Maynard’s Town Historian. He told me the house was, indeed, and old one – dating back to the early 1700s. Originally the land on which it was located was part of the Town of Stow, known as the northeast district. The Whitney family occupied the entire section of the territory for several generations. Evidently, the golf course was built “around” the old house.

The final chapter to my story concerns what eventually happened to the old house [she describes the burning of the house in 1958 by the Maynard Fire Department]. Would it have been silly for me to cry over an “old house”? Well, that’s what I wanted to do when I received Mr. Sheridan’s letter. But then I realized I must concentrate on the happy times we had in my old “historical” house. Good memories can be so consoling. Goodbye, house.

Written by Kay Denman, 10888 West Drive #62, Morongo Valley California, December 10, 1990

APPENDIX 2:

MAYNARD COUNTRY CLUB CHAMPIONS

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<th>Men's Champion</th>
<th>Men's Runner-Up</th>
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<td>1930 A. Carleton</td>
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<td>1931 P. McDermott</td>
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<td>1959</td>
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<td>K. Wattu</td>
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<td>1998</td>
<td>K. Wattu</td>
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<td>B. Boyd</td>
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<td>2000</td>
<td>R. O'Brien</td>
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<td>2001</td>
<td>G. Federsen</td>
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<td>2002</td>
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<td>2003</td>
<td>J. Calabro</td>
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<tr>
<td>2004</td>
<td>K. Dion</td>
</tr>
<tr>
<td>2005</td>
<td>K. Dion</td>
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<tr>
<td>2006</td>
<td>T. Clancy</td>
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<td>2007</td>
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<td>2008</td>
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<tr>
<td>2009</td>
<td>C. DiSilva, Sr.</td>
</tr>
<tr>
<td>2010</td>
<td>C. DiSilva, Jr.</td>
</tr>
</tbody>
</table>
Appendix C: Recommended Capital Improvements
Meeting – Town of Maynard  
January 28th, 2014

Items to discuss:
This is a list of Clubhouse and course Capital Improvement projects that need to be discussed and create a plan on how to implement these needed improvements over the next few years.

Clubhouse:
- Replace clubhouse double doors
- Replace kitchen side entrance door
- Banquet room – needs new chairs
- Replace clubhouse siding
- Replace windows
- Both bathrooms need renovation and upgrades.
- Install deck overlooking course

Tree work needed:
- 2nd Tee Cherry removal
- Maple removal along #2 fairway
- Willow trimming or removal on 3rd hole
- 3rd tee tree pruning
- Hemlock removal at 5th green
- Ailanthus removal at 4th tee and 9th green
- Trees blocking shots off the 9th tee
- Dead cherries near the putting green

Irrigation System:
- Replace the unsafe 600 volt disconnect in the pump house
- Pump station “middle pump” needs control valve upgrades
- Upgrade of irrigation heads needed
- Control system needs improvement
- Isolation Valves needed to be able to isolate system during breaks
Fuel storage:

Move the above ground tank to the maintenance area!

Golf Course:

Rebuild 2nd tee complex
Install drainage on 2nd fairway
4th Hole pond, install weir to manage irrigation pond level
Rebuild 5th tee complex
Rebuild 7th tee complex
Rebuild 8th tee complex
Install drainage lower level 8th fairway
Rebuild 9th tee complex
Install drainage lower level 9th fairway
Replace three storm shelters on the course

Cart Paths:

All paths that go from tee to green need to be resurfaced
Path from 8th green to 9th hole needs new asphalt
Memorandum

To: Maynard Golf Course Reuse Committee
CC: Kevin Sweet, Town Administrator.
From: Eric R. Smith, AICP, Town Planner
Date: October 23, 2013
Re: Community Gardens Use for Portion of Maynard Golf Course

Last month I was contacted by Bill Cranshaw, a member of the Maynard Golf Course Reuse Committee, to see what Town Bylaws, Regulations and/or Requirements would be required if a portion of the Maynard Golf Course located off of Concord Street would be used for Community Gardens. Bill and I subsequently visited the site on Monday, September 23, 2013. The site inspection indicated that this location has been used, and continues to be used, for maintenance and materials storage by the Golf Course and is accessed via an existing unpaved service driveway off of Concord Street. After this site inspection, I reviewed the Town of Maynard Zoning Bylaw; then subsequently spoke with the Building Commissioner, Conservation Agent, DPW Director, Town Engineer, and the Fire Chief. The purpose of this Memo is to provide my summary of any required Town permits and/or other important planning considerations, based on the aforementioned review and communications, to assist the Maynard Golf Course Reuse Committee in their recommendations for the future use of the Golf Course with Community Gardens in the identified location.

Zoning
Reviewing the Maynard Zoning Bylaw and discussing this community garden concept with the Building Commissioner, under the “Accessory and Other Uses” provision under Section 3.1.2, Table A, of the Maynard Zoning Bylaw, there is an "Accessory Agriculture" provision allowed by-right in the S-2 Zone, which is the zoning district that the Maynard Golf Course is located in. The Building Commissioner, who is the official Zoning Enforcement Officer for the Town of Maynard, pointed out the following Zoning Bylaw definition that the Accessory Agriculture provision would fall under “Agriculture, Nonexempt: Accessory agriculture only on one and one-half (1.5) acres. No animal raising, other than associated with normal household use.” Subsequent email correspondence with Mr. Cranshaw indicated “the area used for the actual gardening will definitely be less than 1 acre.” So it appears that no special zoning approvals are required for the anticipated Community Garden use.

Site Plan Approval
A second issue that came up in my conversations with Mr. Cranshaw regarded required improvements to the driveway and parking. From the Planning Board’s requirements a new, improved roadway would only be required if the property was being subdivided. It is my understanding that the Community Gardens would remain
on the Golf Course parcel and not subdivided to a separate lot. Therefore, there is no requirement to improve that access way under the Town’s Planning and Zoning framework. On the September 23rd site visit concerns of site visibility was identified as an issue from this driveway onto Concord Street. I address this matter later in this Memo under “Other Planning Considerations.”

Reviewing the Town’s Site Plan Approval Criteria, Section 10.5 of the Maynard Zoning Bylaw, as long as any proposed use does not create the need for five or more parking spaces, the Town’s Site Plan Approval process is not required, and hence therefore no requirement for a more formal constructed parking lot with parking spaces. Agricultural uses are not included in Section 6.1.5, Parking Space Requirements, of the Maynard Zoning Bylaw. Given the accessory agriculture usage designation, I have conferred with the Building Commissioner that there would be no parking space requirements of said Community Garden usage. Therefore, no Site Plan Approval would be required.

**Stormwater Management Bylaw**

Speaking to Linda Hansen, Maynard’s Conservation Agent, about the Community Gardens concept she indicated if trees would be cleared, it would trigger the Town's Stormwater Management Bylaw. The Conservation Commission administers the Stormwater Management Bylaw. I did review the Town’s Stormwater Management Bylaw and Section 2 (Scope and Applicability) subsection A(1) indicates that the Stormwater Management Bylaw provisions would be applicable for “Any activity that results in a land disturbance greater than one acre” among other criteria. Given Mr. Cranshaw’s email indication that the Community Gardens would not exceed an acre, I recommend the Committee have a direct conversation with the Conservation Agent and the Conservation Commission about the Community Gardens concept to determine if indeed the Town's Stormwater Management Bylaw would apply.

**Scenic Roads**

During the September 23rd Site Visit, Bill and I discussed if Concord Street is a designated “Scenic Road”. It took some research, but today I have been able to get a determination that Concord Street is among the Maynard roads designated as Scenic Roads per MGL Chapter 40, Section 15C. I had asked the Town Clerk and Paul Boothroyd to look into this matter for me and today the Town Clerk just indicated the Town adopted the provisions of MGL 40, Section 15C in 1975 and Concord Street is among the Town-designated “Scenic Roads”. Therefore any improvements along Concord Street to the entrance of the site would require Planning Board approval. I have provided more information on the State Scenic Road Statute as an attachment to this Memo.

**Other Planning Considerations**

- **Site Distance from Access Driveway**

One of the chief concerns from opening up use of this site for Community Garden use is having increased traffic exiting the property onto Concord Street. A photo taken on a site visit with the DPW Director and Town Engineer on Tuesday, October 8th (photo taken with my IPhone is on the blurred side, but is included with this Memo as an attachment) shows Concord Street to the northeast (or looking to the left from the access exit), which has a fairly sharp curve to Concord Street that does provide limited visibility. I have incorporated the comment and input I received from Wayne Amico, the Town Engineer, directly into this Memo regarding Site Distance.

“Hi Eric, as a follow up to our discussion last week about using the proposed gravel access road from the golf course for access to a potential future community Garden Area, I offer you the following addition information: Concord Street appears to be classified as a Principal Arterial (Eric adds that it is posted with a 30 MPH Speed Limit).

The Stopping Sight Distance (SSD) and Intersection Sight Distance (ISD) is below for a 30 mph and 35 mph Principal Arterial roadway:

- **SSD (30 mph) – 200’**
- SSD (35 mph) – 250’
- ISD (30 mph) – 335’ (vehicle taking a left out of minor road/side street)
- ISD (35 mph) – 390’ (vehicle taking a left out of minor road/side street)

(No grade adjustment factor used for those numbers)

From my recollection, the rough measurements that we took in the field last week were less than the above distances when looking at least to the left as exiting the gravel drive, but you can confirm that from the measurement that you documented (*Eric confirms the measured site distance is between 140 and 150 feet*).

Also, some reasonable mitigation for the lack of sight distance given the type of use may be:
- Advance signage
- Vegetation clearing
- Relocating the driveway to another location.

Any other types of mitigation, such as geometric roadway modifications to Concord Street, overhead flashing warning beacons, etc., would be significantly more costly and should not even be considered for this limited type of recreational use.

Please let me know if you have any further questions.

Thank you.
Wayne P. Amico, P.E.
Town of Maynard
Town Engineer
978-897-1309
Town Hall X 2209*

I would like to add that given Concord Street is a Scenic Road the suggestions related to Vegetation clearing and Driveway relocation would likely trigger need for Planning Board review and approval per the Scenic Road Act.

- **Diesel Tank**

A second important concern relates to the existing diesel fuel storage tank. Upon my site distance site visit with the DPW Director and Town Engineer, they raised concerns regarding this fuel storage facility and increased public access. They both suggested I contact the Fire Chief, Anthony Stowers, to discuss Fire Safety Requirements. Mr. Stowers was very familiar with the fuel storage tank, as the Fire Department reviewed and approved having the concrete slab containment structure constructed in February 2012. A copy of his letter related to review for compliance with the Fire Safety requirements is included as an Attachment to this Memo.

Speaking with Bill Cranshaw via email about the fuel tank, he indicated that “… *I also got some clarification on the fuel tank. It will stay nearby, perhaps moved 50 yards or so to a new pad, with power rerouted.*” Please be advised the Fire Chief noted that there would be increased Fire Safety Requirements upon usage of this site for Community Gardens. I would suggest that the Golf Course Reuse Committee meet or talk with the Fire Chief further to see more specifically what the requirements would be, including potential costs. But it is my understanding that the increased public use would likely require construction of a fence around the Fuel Storage Tank and also have impact on location of the Storage Tank in relation to the Community Gardens use and parking for said Gardens.
• Quality of Soil for Community Gardens

My conversation with the Conservation Agent also addressed another concern. With the diesel tank located in the vicinity, along with a history of golf-course pesticide use, she wondered about quality of soil, and indicated there should be soil testing prior to using the area for community garden plots. She did indicate, however, that Community Gardens could be installed with a practice known as raised beds. From work engaged in my previous employer I learned that use of raised beds is common in Urban Agriculture practices due to concerns of contaminated soils.

Conclusion
I hope this information helps as you continue to develop your recommendations for the Maynard Golf Course property. It appears there are no zoning approval requirements are required. But it appears Planning Board approval would be needed to address any improvements along Concord Street for access into the site, given the Scenic Road designation of Concord Street. In addition given the identified concerns related to driveway exit site distance onto Concord Street, the fuel storage tank and past/current pesticide use, I would offer a suggestion that perhaps other Town-owned lands could be assessed as better sites for a Town Community Garden. I do realize this last recommendation is outside the scope of the Maynard Golf Course Committee’s purview. Feel free to contact me if you have any questions and/or would like additional information.

Attachments:  Mass General Laws, Chapter 40, Section 15C “Scenic Roads” Statute
Photos of Existing Site Visibility Existing Site looking left on Concord Street
Fire Chief Anthony Stowers letter to Mike Sullivan, Town Administrator, dated February 21, 2012
Appendix E: Scenic Road Designation (MGL Chapter 40, Section 15C)
Section 15C. Upon recommendation or request of the planning board, conservation commission or historical commission of any city or town, such city or town may designate any road in said city or town, other than a numbered route or state highway as a scenic road; provided, however, that a numbered route may be designated by a city or town as a scenic road if its entire length is contained within the boundaries of said city or town, and no part of said route is owned or maintained by the commonwealth.

After a road has been designated as a scenic road any repair, maintenance, reconstruction, or paving work done with respect thereto shall not involve or include the cutting or removal of trees, or the tearing down or destruction of stone walls, or portions thereof, except with the prior written consent of the planning board, or if there is no planning board, the selectmen of a town, or the city council of a city, after a public hearing duly advertised twice in a newspaper of general circulation in the area, as to time, date, place and purpose, the last publication to occur at least seven days prior to such hearing; provided, however, that when a public hearing must be held under the provisions of this section and under section three of chapter eighty-seven prior to the cutting or removal of a tree, such hearings shall be consolidated into a single public hearing before the tree warden and the planning board, or if there is no planning board, the selectmen of a town, or the city council of a city, and notice of such consolidated public hearing shall be given by the tree warden or his deputy as provided in said section three of chapter eighty-seven. Any city or town making said scenic road designation may make an ordinance or by-law establishing that a violation of this paragraph shall be punished by a fine not to exceed three hundred dollars.

Designation of a road as a scenic road shall not affect the eligibility of a city or town to receive construction or reconstruction aid for such road pursuant to the provisions of chapter ninety.
Appendix F: Municipal Golf Course Multi-Use Review
<table>
<thead>
<tr>
<th></th>
<th>Agawam</th>
<th>Braintree</th>
<th>Brookline (Robert T. Lynch)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contact</strong></td>
<td>Tony Roberto</td>
<td>Daryn Brown</td>
<td>Michael Murphy</td>
</tr>
<tr>
<td><strong>Number</strong></td>
<td>413 786-2194</td>
<td>781 843-6513 Ext. 5</td>
<td>617 739-7693</td>
</tr>
<tr>
<td></td>
<td></td>
<td>781 589-5433 cell</td>
<td>617 879-5684</td>
</tr>
<tr>
<td><strong>e-mail</strong></td>
<td><a href="mailto:troberto@agawamgc.com">troberto@agawamgc.com</a></td>
<td><a href="mailto:dbrown@braintreema.gov">dbrown@braintreema.gov</a></td>
<td></td>
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<tr>
<td><strong>Acreage</strong></td>
<td>Couple of hundred acres.</td>
<td>165 but a lot of water/woods</td>
<td>130</td>
</tr>
<tr>
<td><strong>9 or 18</strong></td>
<td>18</td>
<td>18</td>
<td>18</td>
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<tr>
<td><strong>Par for the course</strong></td>
<td>71</td>
<td>72</td>
<td>71</td>
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<tr>
<td><strong>Facilities?</strong></td>
<td></td>
<td>Pro shop, Fairway Café</td>
<td>Pro shop, Vine Ripe Grill</td>
</tr>
<tr>
<td><strong>Who manages?</strong></td>
<td>Town</td>
<td>Town</td>
<td>Under the recreation department</td>
</tr>
<tr>
<td><strong>Why not use a management company?</strong></td>
<td>He has worked for four management companies. You're paying a management fee. Better to eliminate the middleman.</td>
<td>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 personnel 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.</td>
<td>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.</td>
</tr>
<tr>
<td>Restaurant</td>
<td>Agawam</td>
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<td>Brookline (Robert T. Lynch)</td>
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<tr>
<td>Privately run or municipal?</td>
<td>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.</td>
<td>They are going out to bid for an operator of the snack bar.</td>
<td>Bid out as a concession.</td>
</tr>
<tr>
<td>Who maintains?</td>
<td>Town - Maintenance is done by 4 DPW employees but they only work on the golf course. Also 4-6 seasonal college kids.</td>
<td></td>
<td>There are seasonal employees who work just at the golf course. Maintenance is under the Recreation Department.</td>
</tr>
<tr>
<td>Enterprise or general fund?</td>
<td>Enterprise fund. DOR monitors budgets for enterprise funds.</td>
<td>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.</td>
<td>Enterprise fund.</td>
</tr>
<tr>
<td>Recent profit/loss history?</td>
<td>Great year this year.</td>
<td>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.</td>
<td>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 &quot;surplus&quot; but the year before they were short $15,000.</td>
</tr>
<tr>
<td>What is municipality liable for?</td>
<td>Agawam</td>
<td>Braintree</td>
<td>Brookline (Robert T. Lynch)</td>
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<tr>
<td>----------------------------------</td>
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<tr>
<td>Everything. They do have a policy just for the golf course.</td>
<td>Everything.</td>
<td>Everything.</td>
<td>Everything.</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>IPM? Audubon certification?</th>
<th>Agawam</th>
<th>Braintree</th>
<th>Brookline (Robert T. Lynch)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Could become Audubon Certified if they re-applied. Had started the process under former superintendent but never completed.</td>
<td>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.</td>
<td>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.</td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Water source?</th>
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<th>Brookline (Robert T. Lynch)</th>
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</thead>
<tbody>
<tr>
<td>They buy water from the town. Water bill is high.</td>
<td>On-site irrigation ponds.</td>
<td>Town wells.</td>
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<td></td>
<td>Agawam</td>
<td>Braintree</td>
<td>Brookline (Robert T. Lynch)</td>
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<tr>
<td>Abutter conflicts?</td>
<td>None because golf course is large enough that there aren't close residential abutters.</td>
<td>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 with abutters.</td>
<td>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.</td>
</tr>
<tr>
<td>Injuries to golfers/non-golfers?</td>
<td>No</td>
<td>Some deaths (heart attacks), broken ankle.</td>
<td></td>
</tr>
<tr>
<td>Damages to the course?</td>
<td>No. Is close to the police station.</td>
<td>Have had some problems. The problem with kids is cyclical. Occasional drinking but someone always picks up the cans they leave.</td>
<td></td>
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<tr>
<td>Question</td>
<td>Agawam</td>
<td>Braintree</td>
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<tr>
<td>Lawsuits?</td>
<td>No</td>
<td>No lawsuits. Towns have limited liability. No specific insurance policy for the golf course; covered under general liability.</td>
<td></td>
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<tr>
<td>Does high school golf team use?</td>
<td>Yes</td>
<td>Public schools for free and private schools for a fee.</td>
<td></td>
</tr>
<tr>
<td>Reduced fees for residents?</td>
<td>No; one rate only but frequent specials (for all).</td>
<td>There is a resident and non-resident fee.</td>
<td></td>
</tr>
<tr>
<td>Course rentals for charity?</td>
<td>Yes</td>
<td></td>
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<tr>
<td>Annual festivals/events (non-golf)?</td>
<td>No</td>
<td>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.</td>
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</tr>
<tr>
<td>Winter uses</td>
<td>Agawam</td>
<td>Braintree</td>
<td>Brookline (Robert T. Lynch)</td>
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<tr>
<td>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.</td>
<td>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.</td>
<td>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 &amp; 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.</td>
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<tr>
<td>Non-winter uses</td>
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<tr>
<td>Adequate parking.</td>
<td>Adequate unless there is a big event.</td>
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<tr>
<td>Location</td>
<td>Comments</td>
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<tr>
<td>Agawam</td>
<td>There are 11 golf courses within 10 minutes. CT people come to play because of the price.</td>
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<tr>
<td>Braintree</td>
<td>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.</td>
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<tr>
<td>Brookline</td>
<td>(Robert T. Lynch)</td>
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<tr>
<td>Cambridge - Fresh Pond</td>
<td>Peabody - The Meadow</td>
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<tr>
<td><strong>Contact</strong></td>
<td>Robert Carey</td>
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<tr>
<td></td>
<td>Peter Cronan</td>
<td></td>
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<tr>
<td><strong>Number</strong></td>
<td>617 349-6282</td>
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<td></td>
<td>978 532-9390</td>
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</tr>
<tr>
<td><strong>e-mail</strong></td>
<td><a href="mailto:rcarey5858@comcast.net">rcarey5858@comcast.net</a></td>
<td></td>
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</tr>
<tr>
<td></td>
<td><a href="mailto:peter.cronan@comcast.net">peter.cronan@comcast.net</a></td>
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<tr>
<td><strong>Acreage</strong></td>
<td>54 acres and 15 of that is environmentally sensitive.</td>
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<td>259</td>
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<td><strong>9 or 18</strong></td>
<td>9</td>
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<td></td>
<td>18</td>
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<tr>
<td><strong>Par for the course</strong></td>
<td>71</td>
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<tr>
<td><strong>Facilities?</strong></td>
<td>Pro shop</td>
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<td></td>
<td>Club house, Grille</td>
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<td><strong>Who manages?</strong></td>
<td>There is a dedicated superintendent and a crew.</td>
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<td></td>
<td>City of Peabody</td>
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<td><strong>Why not use a management company?</strong></td>
<td>Golf course has been municipal since 1932.</td>
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<td>Mayor at the time wanted to have complete control. Johnson Management was running a course in a nearby community and having lots of problems.</td>
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<tr>
<td>Restaurant</td>
<td>Cambridge - Fresh Pond</td>
<td>Peabody - The Meadow</td>
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<tr>
<td>Privately run or municipal?</td>
<td>There is a small concession that is run by the city bid out.</td>
<td>Run by the city.</td>
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<tr>
<td>Who maintains?</td>
<td>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.</td>
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<tr>
<td>Enterprise or general fund?</td>
<td>General fund. The budget is under the Human Services Dept.</td>
<td>Enterprise fund. The money the course makes stays with the course.</td>
<td></td>
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<tr>
<td><strong>Recent profit/loss history?</strong></td>
<td><strong>Cambridge - Fresh Pond</strong></td>
<td><strong>Peabody - The Meadow</strong></td>
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<td>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.</td>
<td>The business is very much weather-related but they grossed $1.5 million last year.</td>
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<tr>
<th><strong>What is municipality liable for?</strong></th>
<th><strong>NA</strong></th>
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</table>

| **IPM? Audubon certification?** | **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.** |

<p>| <strong>Water source?</strong> | <strong>Little Brrok nearby.</strong> | <strong>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.</strong> |</p>
<table>
<thead>
<tr>
<th>Question</th>
<th>Cambridge - Fresh Pond</th>
<th>Peabody - The Meadow</th>
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</thead>
<tbody>
<tr>
<td>Abutter conflicts?</td>
<td>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.</td>
<td>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.</td>
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<tr>
<td>Injuries to golfers/non-golfers?</td>
<td>Minimal.</td>
<td>A few incidents.</td>
</tr>
<tr>
<td>Damages to the course?</td>
<td>Right now not a problem. They have had some problems with kids primarily damaging signs which is minor comparet to damaging greens. Mostly kids who party in nearby woods and then come on to the golf course.</td>
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</tr>
<tr>
<td>Question</td>
<td>Cambridge - Fresh Pond</td>
<td>Peabody - The Meadow</td>
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<tr>
<td>Lawsuits?</td>
<td>None. No specific policy; just the general liability.</td>
<td>None. They don't have a separate liability policy for the course. There is a disclaimer printed on every ticket that covers the bases.</td>
</tr>
<tr>
<td>Does high school golf team use?</td>
<td>Yes; Rindge and Latin.</td>
<td>Peabody HS, Bishop Fenwick and Danvers/Saugus also use it.</td>
</tr>
<tr>
<td>Reduced fees for residents?</td>
<td>Resident and non-resident rates</td>
<td>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.</td>
</tr>
<tr>
<td>Course rentals for charity?</td>
<td>Has to be a Cambridge charity. Less than 7 events per year.</td>
<td>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.</td>
</tr>
<tr>
<td>Annual festivals/events (non-golf)?</td>
<td></td>
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<tr>
<td>Winter uses</td>
<td><strong>Cambridge - Fresh Pond</strong></td>
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<td>No limitations - when there is snow on the ground they can ski, sled, walk. No snow fencing.</td>
<td>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.</td>
</tr>
</tbody>
</table>

| Non-winter uses | 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. |

<p>| Parking | 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 |</p>
<table>
<thead>
<tr>
<th>Other comments</th>
<th>Cambridge - Fresh Pond</th>
<th>Peabody - The Meadow</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>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.</td>
<td></td>
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</tbody>
</table>
Appendix G: Hole 1 and Hole 8 Views
View of Hole 1 from Brown Street
Aerial view Hole 1 with proposed new fairway

courtesy Google Maps
Near Hole 8 (Concord Street)