

MEMORANDUM OF UNDERSTANDING
TOWN OF NANTUCKET
AND
NANTUCKET HUNTING ASSOCIATION, INC.

This Memorandum of Understanding (MOU) is made this 29 day of Sept., 2024, by and between the TOWN OF NANTUCKET, a Massachusetts municipal corporation, acting by and through its Select Board, having its offices at Town & County Building, 16 Broad Street, Nantucket, Massachusetts 02554 ("Town") and the NANTUCKET HUNTING ASSOCIATION, INC., a Massachusetts non-profit corporation, having its address at 20 Amelia Dr Nantucket, Massachusetts 02554 ("NHA").

RECITALS

WHEREAS, the Town is the owner of a certain parcel of land located at 1 Shadbush Road, Nantucket, Massachusetts, containing 27± acres, shown as Parcel 5, on Assessor's Map 78 and shown as Lot 3 on a plan of land recorded with Nantucket County Registry of Deeds as Plan No. 2009-44 (the "Premises"). The Town is the owner of the Premises by virtue of a Deed recorded with said Deeds in Book 62, Page 170;

WHEREAS, the Town is planning to develop a portion of the Premises containing 7.9± acres for a new Department of Public Works (DPW) Facility and reserving 15.8 ± acres of the Premises for mitigation and a conservation restriction subject to the conditions which may be required by Massachusetts Natural Heritage & Endangered Species Program ("NHESP");

WHEREAS, NHA has proposed to the Town to develop a portion of the Premises for an indoor and/or underground pistol/rifle range, an accessory administration building with a small apartment for employee housing, parking lot and outdoor archery range in a phased construction project as shown on Exhibit B attached hereto;

WHEREAS, the Town is considering a proposal from NHA for the development of the shooting range recreational facility on a portion of the Premises containing 1.1± acres with a reservation of 2.2± acres for mitigation and a conservation restriction on a portion of the Premises and to enter into a Ground Lease with NHA for the lease of 1.1 acres;

WHEREAS, the Town and NHA agree that their respective interests for the development of the Premises will best be served by cooperating for purposes of filing permitting through NHESP and Massachusetts Environmental Policy Act ("MEPA") and with any other local and state approvals for the development of the projects on the Premises and for completion of the projects in a timely manner;

NOW THEREFORE, in consideration of the foregoing and in consideration of other good and valuable consideration, the Parties agree as follows:

1. Mitigation and Permitting:

- (a) NHA and the Town agree to cooperate with respect to seeking permitting and the mitigation for the development of NHA's and the Town's respective projects on a portion of the Premises as shown on the proposed plans attached hereto. The Parties acknowledge that of the 27± acres of the Premises, NHA shall use 1.1± acres of the Premises for the development by NHA of an indoor shooting range and 2.2± acres of the Premises will be reserved for mitigation and conservation purposes attributable to the NHA project. The Parties further agree that the Town shall use 7.9± acres of the Premises for its new DPW facility, with 15.8± acres of the Premises reserved for mitigation and conservation purposes attributable for the Town's project, as proposed on Exhibit A attached hereto. The proposed acreage for the mitigation and permitting for these projects is subject to the approval of NHESP and any approvals pursuant to MEPA, the State agencies and local boards.
- (b) The Town agrees to undertake the permitting for the development of the Premises and NHA agrees to cooperate with the Town in undertaking the joint permitting of the Town's and NHA's projects as one project through NHESP and MEPA. The Town and NHA agree to deliver in a timely manner any required documents and execute the applications necessary to complete the permitting applications.
- (c) NHA agrees to cooperate and support the Town regarding any appropriations for 2025 Annual and Special Town Meeting approvals and funding sought as part of the design, permitting, development and construction costs for the project.

2. Design:

- (a) The Town agrees that the proposed project design by the Town for the DPW facility will include all utility extensions (water, electric and communications) and Town shall install all utilities to the boundary of the NHA site; a Town designed and approved shared septic system; shared parking for large events; and an improved roadway from Industry Road down Shadbush Road to both the Town DPW site and-NHA site. NHA shall be responsible for their connections to the utilities at their cost and expense by its contractors. Town shall be responsible for any and all maintenance of and repairs to the utility lines up to the boundary of the NHA site. Any utility repairs and maintenance required on the NHA site are the sole responsibility of NHA at its cost and expense.

(b) The Town and NHA agree the proposed design by NHA will be an indoor facility as follows: a main building facility approximately 60' x 36' to include a range administration area; a below grade 50 yard rifle/pistol range; a future 100 yard below grade range; an above ground covered structure as minimally required with bullet trap access and air inlet/exhaust ports with access for potential future use of roof top for other operational needs; and 30 spaces of parking all as shown on Schematic Layout attached as Exhibit B, subject to permitting approvals by all local boards and state agencies and any NHA approved design changes provided they do not conflict with any regulatory requirements or local by-laws or state or federal laws or impact the environmental permitting process. Any future changes to the proposed uses of and activities on the Premises by NHA must have the Town's prior written approval and the approval of all requisite local, state or federal regulatory and permitting agencies, and may not be unreasonably denied by the Town.. The Town agrees to be responsible for the costs of initial re-designing of the NHA site plan with NHA's prior approval for the purposes of permitting the project. NHA shall bear any and all costs of its building and construction plans.

3. Ground Lease: The Town and NHA agree to negotiate a Ground Lease for the Town's lease of a portion of its Premises for the NHA site containing 1.1± acres and to complete its negotiations of a Ground Lease within ninety (90) days after the filing of the joint permitting application. The final terms of the Ground Lease may be subject to change depending on the terms of the permitting approvals. The Ground Lease shall set forth a yearly rent of an amount equal to the proportion which the 1.1 ± acre NHA site bears to the 9± developable acres for the rent proposed in the Request for Proposals. The Town agrees to enter into a final Ground Lease with NHA within thirty (30) days upon (a) Town's receipt of Annual and/or Special Town Meeting favorable votes of the appropriations for the design and construction of the DPW project, occurring no later than the 2027 Annual Town Meeting; (b) Town's and NHA's receipt of all necessary permitting approvals; (c) NHA's delivery to Town of satisfactory evidence of funding for the construction and operation of its project as described herein; and (d) Town's final approval of NHA's final plans and specifications for NHA project not later than forty-five (45) calendar days after receipt by the Town of documents and/or phased portions of NHA's plans and specifications, which final approval may not be delayed more than thirty (30) calendar days nor unreasonably denied. NHA shall deliver to the Town all of the required documents in the above subsections (b), (c) and (d) no later than ninety (90) day after approval of the design and construction appropriations by the Annual and/or Special Town Meetings occurring no later than the 2027 Annual Town Meeting and the subsequent vote(s) to approve of any necessary ballot question. The final Ground Lease shall include, but not be limited to the following terms:

(a) Term of Ground Lease;

- (b) Base Rent and Increased Rent Adjustments in accordance with a schedule to be included in the Lease;
- (c) Commencement and Substantial Completion dates for last phase of construction of NHA Project, dates for securing financing and permit approvals. Substantial Completion shall be defined for these purposes as the issuance of an unconditional certificate of occupancy for use of the NHA Site and completion of all landscaping improvements as agreed upon, weather permitting and all final permitting approvals by any regulatory agencies;
- (d) Approved Plans - NHA shall prepare final plans and specifications for the construction of the improvements and show in detail, location, layout and size of the buildings, parking and other improvements, if any, to be constructed. The plans and specifications shall be submitted to the Town for its review and approval and may be subject to change depending upon review and approval of all governmental authorities, local and state having jurisdiction;
- (e) Repair and Maintenance - NHA shall maintain the Leased Premises and the improvements thereon including landscaping, parking and fencing in good, sanitary and neat order and condition and shall make all necessary repairs;
- (f) Insurance - NHA shall be obligated to provide insurance coverage for the construction of any improvements on the Leased Premises for general commercial liability, casualty insurance, insurance carried by contractors, umbrella and excess liability insurance and automobile liability insurance coverage in amounts required by the Town. All certificates of insurance shall also name the Town as an additional insured during the construction term and during the term of the Lease;
- (g) Environmental - NHA shall not allow any Hazardous Materials [NOTE: Town to provide definition for review and approval of NHA] to be on the Leased Premises, stored, located, discharged or handled on the Leased Premises and shall strictly comply with all environmental laws. NHA agrees to take all actions necessary to the reasonable satisfaction of the Town to remediate all releases of Hazardous Materials on the Leased Premises including removal, containment and remedial activities as determined by regulatory authorities, at NHA's sole cost and expense unless determined to be caused by the Town or its agents, employees, contractors or invitees or from property sources under the care, custody, and control of the Town.
- (h) Indemnification of Town - NHA shall agree to indemnify the Town from and against all claims of any kind or nature whatsoever which may at any

time be imposed upon or incurred or awarded against the Town arising from any act, use or operation of the Leased Premises or on the Town's Property;

- (i) Assignment/Subletting - NHA shall not be able to assign the Lease or sublease all or any portion the Leased Premises without the Town's prior written consent, which consent may be withheld in its sole discretion; and
- (j) Events of Default and Remedies for Default - In the event that NHA does not commence construction of the buildings and improvements upon receipt of all necessary permits to commence construction by the construction start date and/or substantially completes construction of phased improvements by the Substantial Completion date, the Ground Lease may be terminated by the Town by giving NHA ninety (90) days' written notice to cure a default, and if NHA has not cured the default within said ninety (90)- day period all obligations of the Ground Lease shall terminate. In the event that NHA has commenced construction, the Town may also pursue any and all available rights and remedies and to recover any costs incurred by the Town under the terms of the Ground Lease.

4. Additional Information: NHA agrees to deliver to the Town the following additional information required for the joint permitting application for NHA's and the Town's project for the Town's review and approval by October 1st, 2024, including, but not limited to:

- (a) Preliminary design plans;
- (b) Programming: hours of operation, membership, public use and fee structure;
- (c) Completed responses to questions for joint MEPA filing (attached hereto as Exhibit C).

In addition, NHA shall submit to Town for its review and approval:

- (a) Lead Testing and Remediation Plan;
- (b) Plan for operation and maintenance;
- (c) Safety Plan and Safety Training Plan;
- (d) Plan for Noise Mitigation within pre-established and agreed upon metrics;
- (e) Comments on draft Habitat Management Plan, Environmental Stewardship Plan and Conservation Restriction.

5. Termination of MOU: In entering into this MOU, the Parties acknowledge and agree that a Ground Lease is contingent on funding, design, permitting and mitigation approvals for both parties, as well as Town Meeting approval for appropriations for the Town's project. Either Party may terminate this MOU by written notice to the other Party for any reason, including but not limited to, failure to proceed diligently to secure the necessary financing for their respective project, obtain all requisite permit approvals, to deliver all requisite materials on time as set forth in this MOU, failure to comply with any other terms of this Agreement and failure to reach an agreement on the terms of the Ground Lease within the time periods provided.

6. Revisions: If the appropriations for the design and construction of the Town's DPW project is not approved prior to or at the 2027 Annual Town Meeting, and neither Party has terminated this MOU, the Town and NHA agree to work cooperatively to revise the joint site plan to accommodate alternative Town use and the NHA project on the property and establish and record permanent conservation restriction on the parcel.

7. Notices: All notices required or to be given hereunder, shall be in writing and delivered by hand or mailed, postage prepaid by certified or registered mail, or by overnight express delivery with receipt required, or by facsimile, in the case of the DPW to:

C. Elizabeth Gibson, Town Manager
Town of Nantucket
16 Broad Street
Nantucket, MA 0254

With a copy to:

Vicki S. Marsh, Esq.
KP Law, P.C.
101 Arch Street- 12th Floor
Boston, MA 02110

In the case of NHA to:

Steven J. Holdgate, President
Nantucket Hunting Association, Inc.
20 Amelia Drive
Nantucket, MA 02554

Exhibits:

- A. TOWN OF NANTUCKET DPW SITE PLAN
- B. NANTUCKET HUNTING ASSOCIATION SITE & DESIGN PLANS
- C. MEPA LIST OF QUESTIONS IN PROGRESS
- D. ANTICIPATED PROJECT SCHEDULE

Executed the day and year first above written, by the parties as follows:

TOWN OF NANTUCKET
By its Select Board




Brooke Mohr


NANTUCKET HUNTING ASSOCIATION




By: Steven Holdgate
Its: President




Matthew G. Fee



Thomas M. Dixon



Malcolm W. MacNab

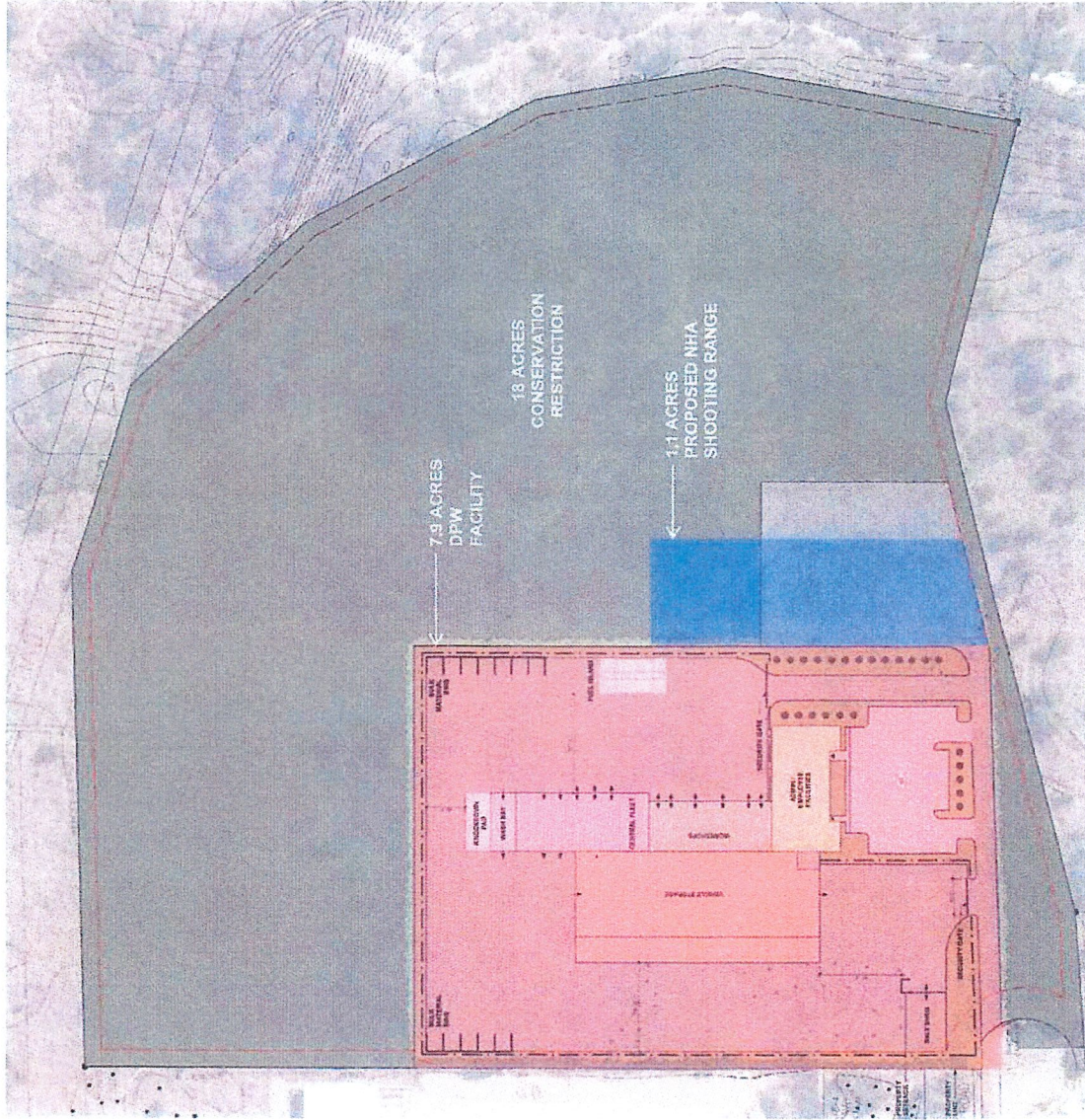
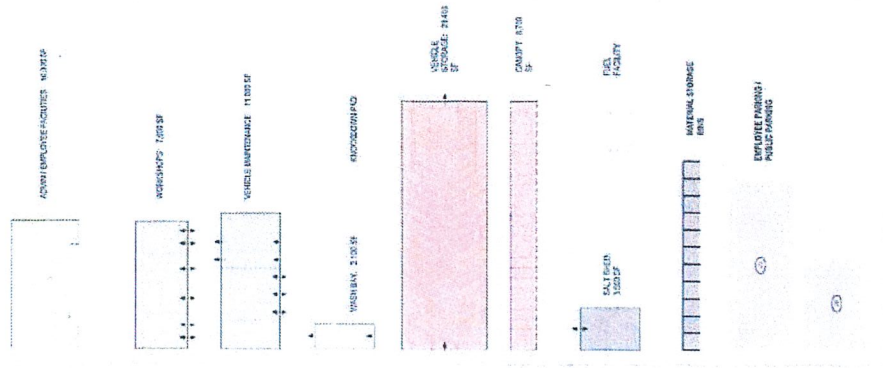


Dawn E. Hill Holdgate

939596v2/19713/0070

EXHIBIT A
TOWN OF NANTUCKET DPW SITE PLAN

SUMMARY OF PROPOSED DPW PROGRAM / SITE AMENITIES:



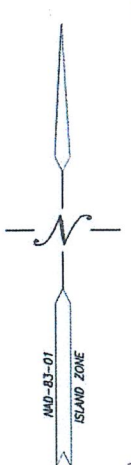
① SITE PLAN - LULU PLAN OPTION 2
1/20/21

<p>Project: DPW PROGRAM / SITE AMENITIES</p> <p>Client: STATE OF MICHIGAN</p>		<p>Prepared by: MONITOR SURVEYING & ENGINEERING</p> <p>10000 E. GRAND AVENUE, SUITE 100 ANN ARBOR, MI 48106 PH: 734.769.1234 FAX: 734.769.1235 WWW.MONITORSURVEYING.COM</p>	
<p>Scale: 1" = 50'</p>	<p>North Arrow</p>	<p>Drawn by: ADZ</p> <p>Reviewed by: ADZ</p> <p>Approved by: ADZ</p> <p>DATE PLOTTED: 1/20/21</p>	<p>Project: DPW PROGRAM / SITE AMENITIES</p> <p>Sheet: OPTION 2</p>

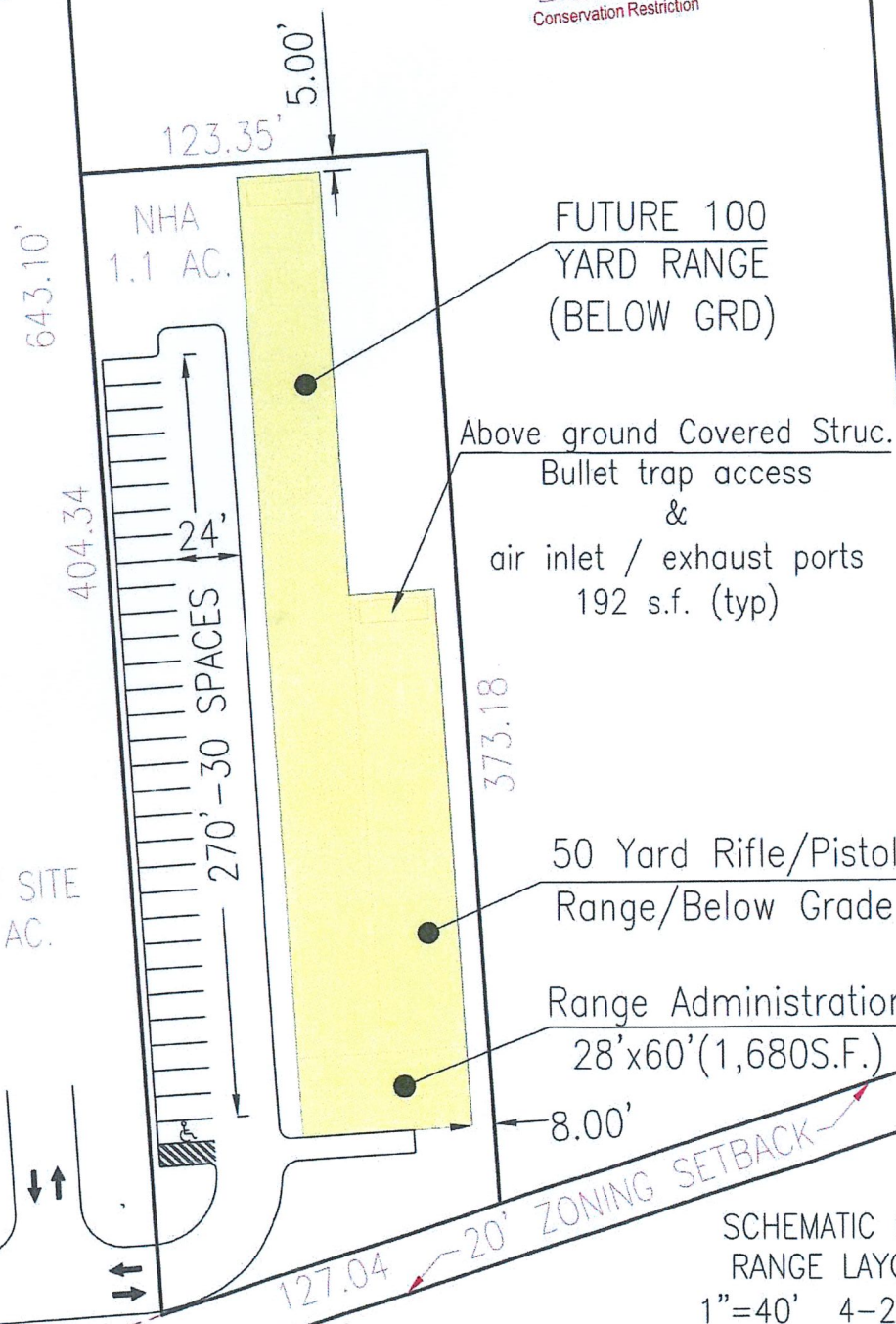
FINAL SITE CONCEPT
OPT 2

Option 4.2

EXHIBIT B
NANTUCKET HUNTING ASSOCIATION
SITE & DESIGN PLANS



REMAINING
FUTURE DEV. LAND
2.200 AC.
Conservation Restriction



DPW SITE
7.9 AC.

643.10'

404.34

270'-30 SPACES
24'

123.35'

5.00'

NHA
1.1 AC.

FUTURE 100
YARD RANGE
(BELOW GRD)

Above ground Covered Struc.
Bullet trap access
&
air inlet / exhaust ports
192 s.f. (typ)

373.18

50 Yard Rifle/Pistol
Range/Below Grade

Range Administration
28'x60'(1,680S.F.)

8.00'

20' ZONING SETBACK

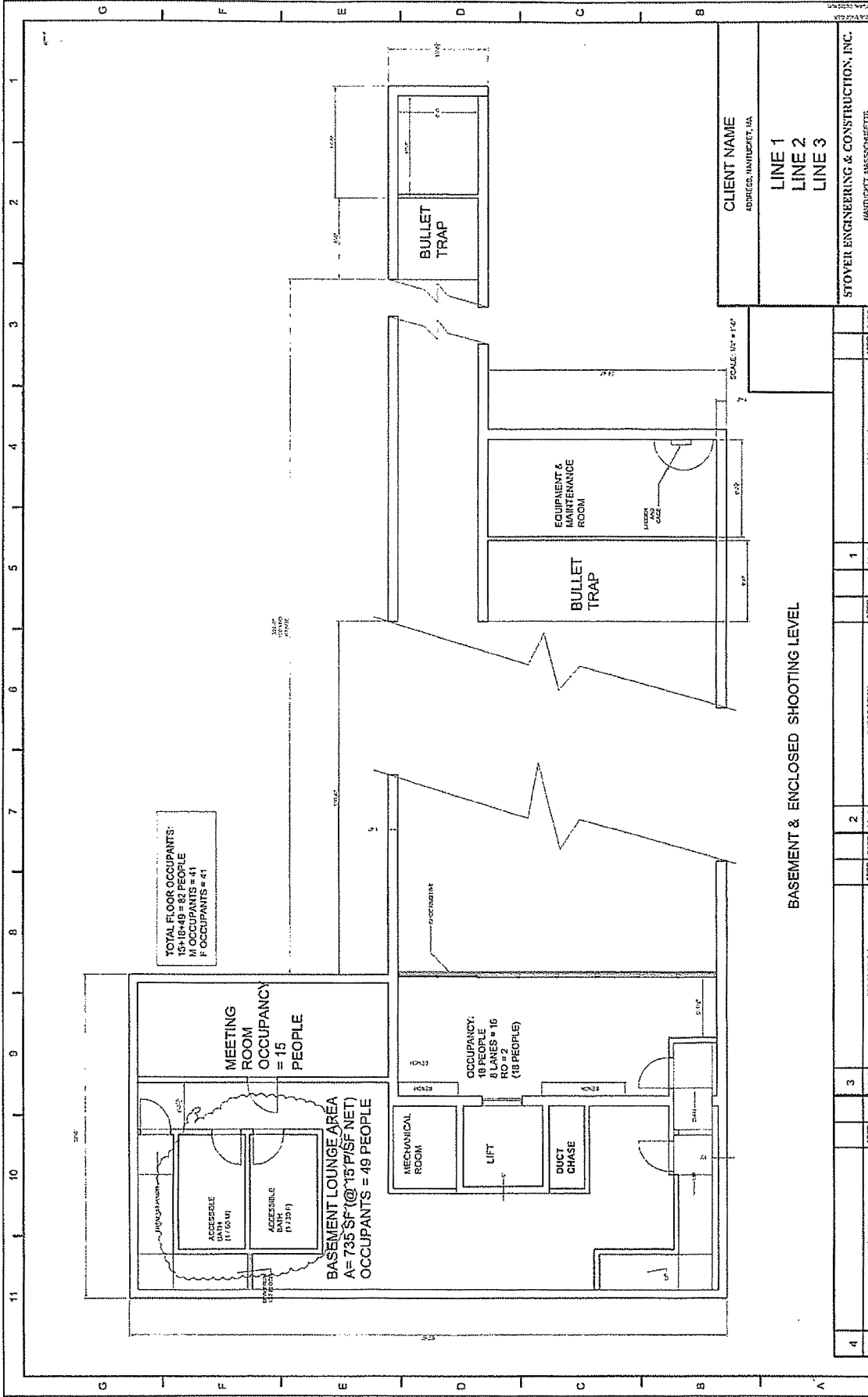
127.04

SCHEMATIC NHA
RANGE LAYOUT
1"=40' 4-29-24
Blackwell & Associates,
Inc.

GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.



TOTAL FLOOR OCCUPANTS:
 15+16+49 = 82 PEOPLE
 M OCCUPANTS = 41
 F OCCUPANTS = 41

MEETING ROOM
 OCCUPANCY = 15 PEOPLE

ACCESSIBLE BATH (11'00" X 11'00")

ACCESSIBLE BATH (11'35" X 11'00")

BASEMENT LOUNGE AREA
 A=735 SF @ 15 P/SF NET
 OCCUPANTS = 49 PEOPLE

OCCUPANCY:
 16 PEOPLE
 8 LANES * 16
 RO # 2
 (16 PEOPLE)

CLIENT NAME
 ADDRESS: NANTUCKET, MA

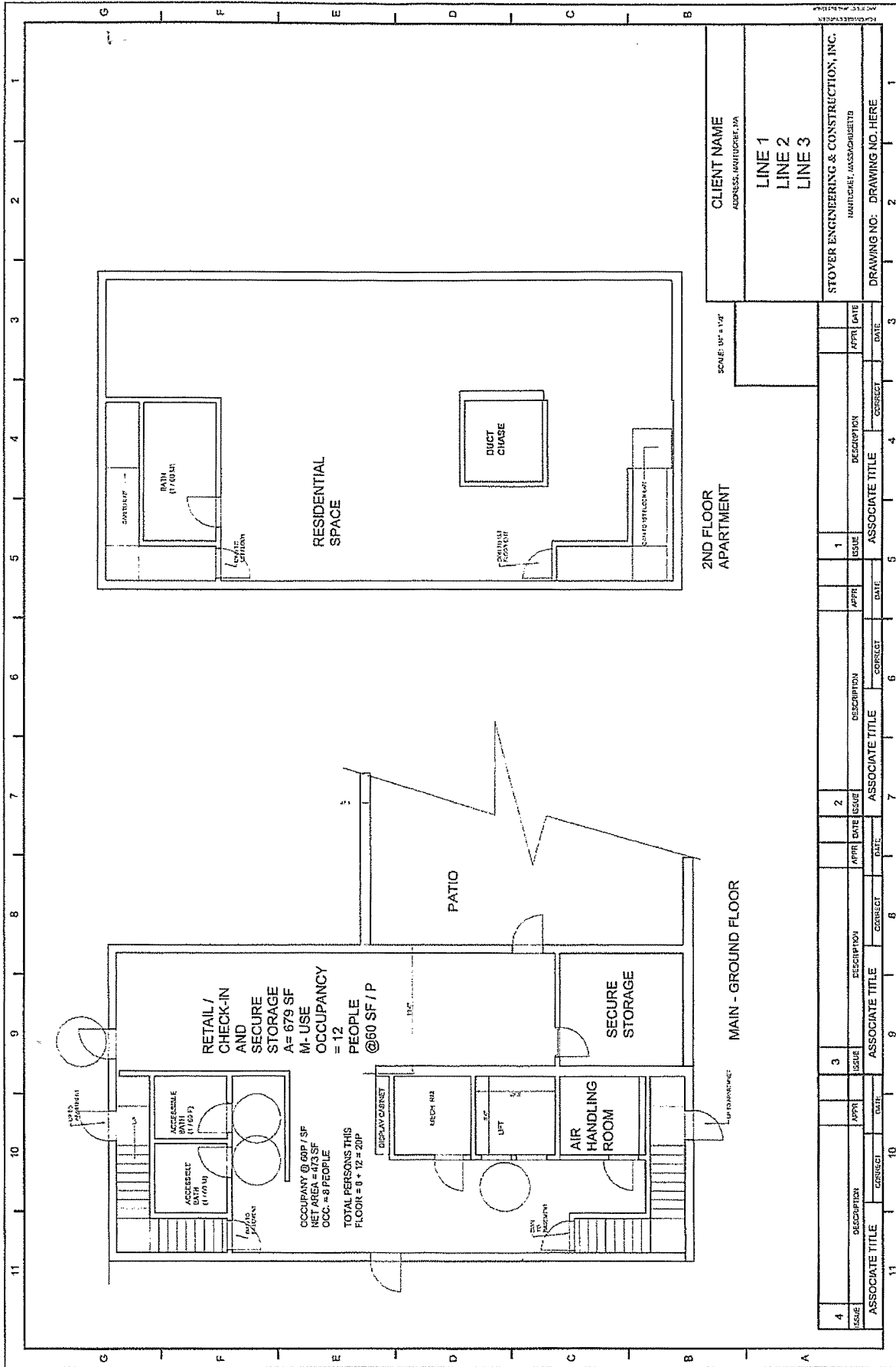
LINE 1
 LINE 2
 LINE 3

STOVER ENGINEERING & CONSTRUCTION, INC.
 NANTUCKET, MASSACHUSETTS

BASEMENT & ENCLOSED SHOOTING LEVEL

SCALE: 1/8" = 1'-0"

4	3	2	1
ROOM	ROOM	ROOM	ROOM



CLIENT NAME
ADDRESS: 100 WILSON ST. MA

LINE 1
LINE 2
LINE 3

STOVER ENGINEERING & CONSTRUCTION, INC.
100 WILSON ST., MASSACHUSETTS

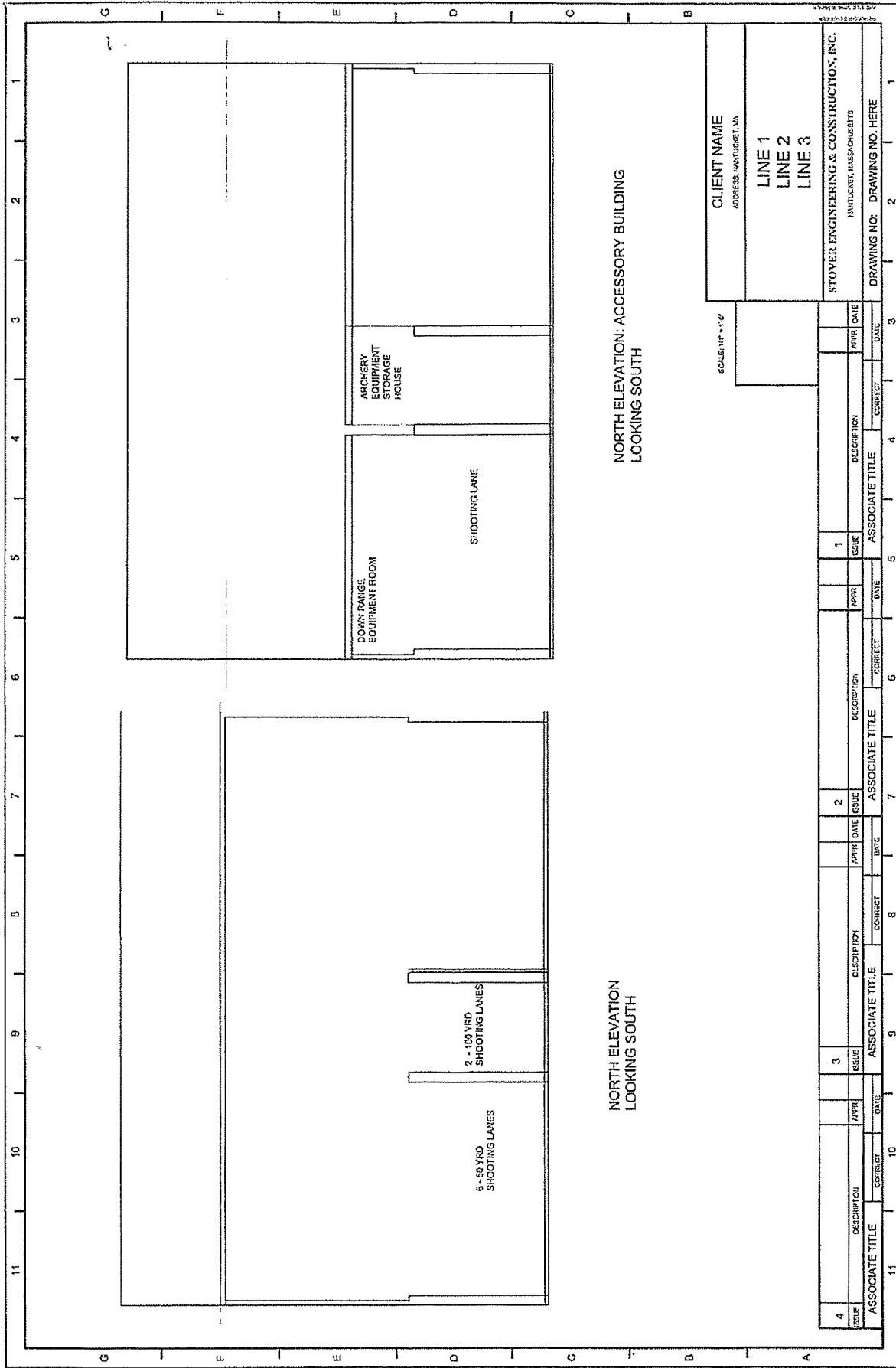
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SCALE: 1/8" = 1'-0"

2ND FLOOR APARTMENT

MAIN - GROUND FLOOR

NO.	DESCRIPTION	APPROVAL		CORRECT		ASSOCIATE TITLE	DATE
		DATE	DATE	DATE	DATE		
1	ISSUE						
2	ISSUE						
3	ISSUE						
4	ISSUE						



NORTH ELEVATION: ACCESSORY BUILDING
LOOKING SOUTH

NORTH ELEVATION
LOOKING SOUTH

CLIENT NAME
ADDRESS: WESTPORT, MA

LINE 1
LINE 2
LINE 3

STOVER ENGINEERING & CONSTRUCTION, INC.
MAINTENANCE, MAINTENANCE

SCALE: 1/8" = 1'-0"

NO.	DESCRIPTION	DATE	APPR.	DATE	DESCRIPTION	DATE	APPR.	DATE	ASSOCIATE TITLE	DATE	APPR.	DATE	ASSOCIATE TITLE	DATE	APPR.	DATE	ASSOCIATE TITLE	DATE
1																		
2																		
3																		
4																		

DRAWING NO: DRAWING NO. HERE

EXHIBIT C

MEPA LIST OF QUESTIONS IN PROGRESS

MEPA LIST OF QUESTIONS IN PROGRESS

INFORMATION REQUEST for MEPA

Here is the list we discussed. In order to prepare for filing with MEPA, we need the following information.
– please provide one list for Hunting Assoc and one for DPW

1. Is Town the applicant with Lease to NHA? Term of lease, requirement for open to public? **Yes. Terms of lease TBD. Range to be open to properly licensed members of the general public at pre-established times.**
2. Future Acres of land altered to construct – **1.1 acres for shooting range.**
3. Future Acres of impervious area (buildings plus pavement plus parking)
 - a. Footprint of buildings Main bldg. **approximately 60' x 32', Range equip access building 30'x12', future equip access building 24'x12'; 200 sf shed**
 - b. Internal roadways/driveways
 - c. Parking and other paved areas
 - d. Other altered areas
 - e. Undeveloped
 - f. Add up to total site acreage
4. Structures – gross square footage
5. Structures - Maximum height in feet **to be in accordance with the Building Code to accommodate elevator housing**
6. Elevations with materials, general colors
7. General floor plans to show use, offices/storage, maintenance bays, paint bays, meeting room, etc.
8. Landscaping & Lighting – proposed? **Basic parking lot pole lights with downlighting, walkway lighting, outdoor building lights at doors per code and industry standards. Area security lighting with motion sensors on building and posts as needed.**
9. Noise – expectations relative to zoning **No outdoor noises to exceed Town noise bylaw except during events with special prior permission.**
10. Traffic – vehicle trips per day – use ITE rates- specify ITE land use code
11. Parking spaces provided/surface – **In accordance with zoning.**
12. Water use in gallons per day – per title 5 calcs
13. Water withdrawal – assuming 0, no well?
14. Wastewater generation in gpd
15. Length of water main extension
16. Are shotfall curtains being used? If so, does this fully contain the shot and therefore no impact to CR area? If not, what is proposal? **No shot or projectiles are to leave the range boundaries.**
17. Cost of project

18. Any state or federal funding? **None anticipated for construction.**
19. % of project design complete at this time
0% - Concept and draft design in work.
20. Any project phasing proposed. **Yes. Simple Archery range on site while awaiting construction of 50-yard underground range with building. Future phase – additional 100-yard UG range built adjacent to 50-yard range.**
21. Proposed start time, proposed completion – for example – Fall 2024, Winter 2027 **Spring 2025, Fall 2029.**
22. Potential water quality concerns: salt storage covered? Where? Lead shot used? **No water quality issues. Spent lead rounds collected in specially designed bullet traps and removed periodically by trained personnel per local, state and federal laws and industry guidelines.**
23. Stormwater management designed? Does it comply with Mass Stormwater Regs **Not yet designed but will adhere to Mass stormwater regs.**
24. Anti Idling measures to limit emissions from construction equipment? **To be included in requirements of construction bid process.**
25. Final site plan at completion or at end of each phase, if phased **Site plan to show future phases.**
26. Solar – how much generation? **None for NHA.**
27. Heating source. **Heat pumps as determined at time of final design.**
28. Fuel storage- AST/UST/materials/volume, tank design concrete encased, dble walled, interstitial monitoring, etc. **For the range, ammunition storage to be in a secure, locked room, vault and/or safe with adequate fire rating.**

1 -

EXHIBIT D

ANTICIPATED PROJECT SCHEDULE

Anticipated Project Schedule:

- **June 13, 2024: Pre-filing consultation with NHESP (Natural Heritage)**
- **July 18, 2024: MEPA & EJ pre-filing consultation**
- **October 1, 2024: NHA plans and project information due to Town for permitting & public outreach**
- **October 2024: start of Advance notice, public outreach, & 45-day public comment period**
- **December 2024: Submit expanded ENF & EIR with NHESP & MEPA**
- **January 2025: ENF decision due**
- **March 2025: Submit Single EIR**
- **April/May 2025: MEPA permits for 1 Shadbush Project (DPW & NHA) approved**
- **Spring 2024: DPW design & permitting supplemental appropriation article on ATM warrant**
- **Summer 2025: Final Conservation Management Permit (CMP) approved by NHESP**
- **Fall 2025: DPW construction appropriation article on STM warrant**
- **Fall/Winter 2025: DPW & NHA construction commences**