

ORDER  
STANDISH TOWN COUNCIL

DATE: October 13, 2015  
ORDER NUMBER: 91-15

SUBMITTED BY: Olson

TITLE: EXECUTE MEMORANDUM OF UNDERSTANDING WITH STANDISH FISH & GAME CLUB

WHEREAS the Standish Town Council and members of the Standish Fish and Game Club have entered into discussions to allow development and operation of a Fish & Game Club on town owned land, and

WHEREAS a Memorandum of Understanding has been developed that is satisfactory to the Standish Town Council, now

THEREFORE BE IT ORDERED that the attached Memorandum of Understanding regarding Standish Fish & Game outdoor recreational facility is approved, and the Town Manager and Council Chair are authorized to execute the Memorandum of Understanding on behalf of the Town of Standish.

APPROVED 10/13/15 DISAPPROVED \_\_\_\_\_

ROLL CALL            YEA                            NAY                            ABSTAIN

BLANCK	✓		
HIGGINS	<u>Excused</u>		
NESBITT	✓		
OLSON	✓		
ORDWAY	✓		
POMERLEAU	✓		
SARGENT	✓		

CLERK/SECRETARY Mary Chapin

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
TOWN OF STANDISH, MAINE  
AND THE  
STANDISH FISH & GAME CLUB**

This Memorandum of Understanding (the "MOU") is made this 1<sup>st</sup> day of September, 2015, by and between the Standish Fish & Game Club, a not for profit outdoor club located at Standish, Maine, (the "Club"); and the Town of Standish, a municipal corporation located at Standish, Maine, (the "Town").

WHEREAS: The Club desires to undertake development of a portion of the woodland Lot, Tax Map 8-1 lot 8-3 now owned by the Town, for the purpose outdoor recreational activities; and

WHEREAS: Representatives of the Town and the Club have discussed the issues related to this MOU and have determined that each party is willing to facilitate the actions of the other in accordance with the terms of this MOU; and

WHEREAS: It is the intent of this MOU and any subsequent agreement that any costs incurred in developing and operating a Fish & Game facility on Town land be borne entirely by the Standish Fish & Game Club.

NOW THEREFORE: The parties agree to negotiate a lease along the following lines:

I. The Town will consider:

- A Providing a twenty-five (25) year lease to the Standish Fish & Game Club of a parcel of a portion of the parcel of land identified on the Town's tax maps 8-1 and 8-3 (the Property), as shown on the survey attached hereto and incorporated herein. The Lease shall allow members of the Club (and guests) the use of the property for related outdoor recreational activities. i.e. hunting, fishing, archery, trap shooting, fly tying etc. Access to the property shall be through the temporary access road entrance on Boundary Road. No commercial use of the property shall be allowed.
- B Allowing the Club to renew the lease for additional twenty-five year terms on essentially the same terms and conditions providing that the Lease has not been otherwise terminated as described in said lease.
- C Allowing the Club to construct an access road, parking area, support and sanitary facilities on the Property in accordance with a design plan approved by the Town, for said activities at Club expense. The Club recognizes that the Town has no direct financial obligation to the design, development, permitting, operation and maintenance of the new facility except as specifically referenced in said Lease.
- D If the Town terminates the lease for cause or regulatory requirements during the first 25 year lease term, the Town will not compensate the Club for any costs (design and construction on the site) but will forfeit the property back to the Town.

II. The Club will consider:

- A The Club shall implement a design plan that meets the requirements of the Town, a management plan that will regulate and govern the day to day operations at the Property that meet with the said use, and a lease that satisfy both the Town and the Club while also satisfying Federal, State, and local ordinances, including specifically an independent safety evaluation of the pre-construction design and post construction facility. The Lease shall also include limitations and/or provisions regarding other recreational uses and public access and provide specific hours of operation for the range and limitations on the type and number of weapons that may be used at said range.
- B The town shall continue to have reasonable access to harvest tree growth which shall be the responsibility of the Town.
- C Construction of the facility will be in accordance to an approved plan as agreed upon by the Town and Club. The Club shall be responsible for procuring all permits required to construct the facility.
- D The Club shall agree to indemnify and defend the Town for any personal injury or property damage and shall provide proof of liability insurance at a level and with an insurer acceptable to the Town, which insurance shall name the Town as an additional insured.
- E The Lease may be terminable by the Town without further recourse by the Club for any default deemed significant by the Town Council following notice to the Club and a public hearing. A thirty (30) notice shall be given by the town if the agreement is terminated.

III The Town and the Club recognize the importance of all natural resources.

The Club and the Town shall

- A. Work together as stewards of the property and preserve the resources of such.
- B. Work together to encourage outdoor recreational activities at the property.
- C. Agree that access shall be limited to members and authorized guests only. The Club will designate Sundays for the public day for outdoor recreational activities.
- D. Since our youth are considered to be the future stewards of the outdoors and Club, it will be a priority to have hunter safety education, conservation, ethics of the outdoors, and instruction to become a safe and responsible outdoor enthusiast.

- IV. Upon acceptance of this MOU by the Town Council, the Club Officers, the parties here shall negotiate, a formal Lease implementing the terms herein, however they agree that this MOU is not an enforceable agreement and neither party has the right to compel finalization and execution of said Lease which shall be the subject to final approval by the Standish Town Council.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized representatives as of the day and year first written above.

For the Town:

TOWN OF STANDISH

By: Lynn Olson

Name: Lynn Olson

Title: Chair, Town Council

By: Gordon Billington

Name: Gordon Billington

Title: Town Manager

For the Club:

STANDISH FISH & GAME CLUB

By: Greg T. Sirpis

Name: Greg T. Sirpis

Title: President

By: Richard Bernier

Name: Richard Bernier

Title: Vice President