

**TOWN COUNCIL WORKSHOP
WITH FRIENDS OF SCARBOROUGH HOCKEY
WEDNESDAY, OCTOBER 1, 2014 – 6:00 P.M.
COUNCIL CHAMBERS**

Item 1. Call to Order.

Item 2. Those Present.

Item 3. Discussion on the proposed ice arena.

Item 4. Adjournment.



Friends of Scarborough Hockey
www.scarboroughice.org

Scarborough Ice Arena Information Sheet

Q: What is the Friends of Scarborough Hockey?

FOSH was formed one year ago to plan, fundraise, build and operate an ice rink in the town of Scarborough.

Q: Why does Scarborough need an ice rink?

A: The Town of Scarborough has a large number of residents involved in ice hockey and figure skating. This is not just limited to our youth, but also adults who participate in adult hockey leagues and figure skating.

In addition, ice availability for school hockey programs in the area is difficult to come by. The Scarborough, Cape Elizabeth and others hockey programs are negatively impacted by rink locations and available practice times at ice rinks.

Last year the SHS practices schedule for Varsity and JV Boys and the Girls program included 68 5:30 a.m. practices and 12 8:30 p.m. practices.

Transportation costs were approximately \$30,000 for three high school teams for practices and home games.

An ice rink is also more than just a place for figure skaters and hockey players, but it can also be enjoyed by many people at public open skate sessions for the entire community.

Q: Who is going to use the rink?

A: We expect an ice rink will be widely used by the residents of the Town of Scarborough and surrounding communities, including Cape Elizabeth and South Portland. In addition, we expect the ice rink would be used by local figure skating clubs and hockey associations, two groups that are consistently looking for additional ice time to accommodate their growing programs.

Q: Why on town land?

A: Locating the ice rink as part of the Scarborough school campus has many benefits. One of the biggest benefits is reducing transportation costs for our schools hockey program and providing a home ice arena for our teams. This location is also befitting with the town's comprehensive plan.

Q: Are you looking at other property?

A: Yes, we continue to look at several locations throughout Scarborough. Originally FOSH planned to purchase property in the town, but a few months ago the idea was presented to the board to look at town owned land that was part of the Scarborough school campus. While we talk with the town as to whether the town owned land is feasible, we are currently reviewing several privately owned locations in the town as potential homes for the new ice arena.

Q: Will taxpayer money be spent on this project?

A: No, the ice rink plan proposed by FOSH will be a privately funded project and FOSH is currently seeking its not-for-profit status. We will pursue funding through grants and

private donations. Once the ice rink is built, the facility will be self-sustaining through revenues generated through rental fees to groups (school hockey programs and figure skating groups) and fees charged to individuals who use the facility.

Q: What will a MOU (memorandum of understanding) accomplish?

A: If the town enters into an MOU with FOSH, it will enable the group to begin the next phase talks and planning to locate an ice rink on town owned land. An MOU is not a legally binding document and does not guarantee an ice rink would be located at this location. Rather, it means that both sides (the town and FOSH) agree to begin formal discussions as to how this would work.

Q: If the ice rink is built in Scarborough, who will be responsible for its daily operations?

A: The ice rink will be managed by a board of directors, who will be responsible for managing the operations of the ice rink. A professional ice rink manager will be hired to handle the day to day functions of operating the facility.

Q: Will the rink create a traffic problem at the Oak Hill intersection?

A: The primary season of operation for the rink will be from October through March, which is opposite the tourist season that most greatly impacts the Oak Hill area in Scarborough. The largest traffic volumes are in the evenings when games occur and parents and fans drive to the facility. During busier daytime hours, bus transportation for team practices will be the norm.

Q: Why not build a town pool or senior center?

A: FOSH believes that the success of an ice rink in town will create a new model for development that can be used by

other organizations to further improve the amenities of our community. While both ideas may have merit in Scarborough, one organization has to be successful first to allow other organizations to reach their goals.

Q: Is this the best use of space on the town campus?

A: There are many potential uses of space on the town campus. The ice rink is an identified need now and in the future, and, like the turf field, is consistent with the campus and schools needs.

Q: Isn't the land too valuable to give away?

A: The town would not be giving the land to FOSH but would rather be working on a long-term lease agreement as yet to be determined. The town's long term comprehensive plan calls for the development of a town campus at Oak Hill. The ice rink is consistent with the development of the town campus concept.

Friends of Scarborough Hockey Inc.

August 5, 2014

Scarborough Town Council

Re: Memorandum of Understanding (MOU)

Enclosed please find a set of supporting documentation for the development of a community based ice arena on the high school campus. The lack of available ice to support youth ice based sports in Scarborough is having a negative impact on our community, specifically the middle and high school ice hockey programs. Friends of Scarborough Hockey, Inc (FOSH) (a pending non-profit 501©3 organization), plans to raise funds and build an ice arena in Scarborough that would support these programs in addition to providing ice for community based activities and adult based programs.

Enclosed in this package, FOSH has provided our:

- ✓ MOU
- ✓ Board Member Biographies
- ✓ Executive Business Plan
- ✓ Site Plans
- ✓ Architectural Plans

FOSH looks forward to meeting with the Town Council on Wednesday, August 20 to further discuss the plans and address and questions you may have.

Sincerely,
Friends of Scarborough Hockey

Chuck Bradish, Lee Allen, Jeff Murray, Mark Maroon, Bob Jacques and Chelsie Woods

Memorandum of Understanding Regarding Land Use at Scarborough High School

This Memorandum of Understanding (MOU) is made as of this ____ day of August, 2014, between the Town of Scarborough, municipal corporation organized under the laws of the State of Maine (the "Town") and the Friends of Scarborough Hockey ("FOSH"), a 501c3 charitable organization (herein collectively "the Parties"), outlines a working arrangement between the two in an effort to construct and operate an ice arena in the Town of Scarborough.

WHEREAS, the object of this MOU is to set forth the preliminary understandings of the Town and FOSH regarding the construction and operation of a not for profit ice rink to be completed and begin operation in October 2015. The rink is to be constructed with 100% donor funding and is structured to be a self-sustaining non-profit entity run by the FOSH Board of Directors; and,

WHEREAS, the Parties acknowledge and agree that (i) the MOU accurately describes the initial roles and responsibilities of the Parties; (ii) this MOU is not binding; (iii) should the parties desire to be formally bound by any of the commitments or intentions contained herein, there will be a separate written legal agreement containing the binding commitment of the parties as to any subject matter addressed in that further document; and (iv) this agreement furthermore does not create any joint venture, partnership or fiduciary obligations between parties; and,

WHEREAS, The Parties recognize numerous benefits of this project for the community:

- 1) A privately funded extension of the Town campus and community facilities.
- 2) A positive economic impact on local businesses in the Oak Hill area.
- 3) Available community ice for school (Physical Education class) based activities.
- 4) Available community ice for town (learn to skate, WinterFest) based activities.
- 5) Reduced transportation costs for Scarborough High School boys and girls practices and home games.
- 6) A Town centric facility that increases the value of the Town.

WHEREAS, the Town is in general support of the concept as proposed by FOSH and recognizes the importance of this agreement as FOSH initiates a private capital fundraising campaign.

NOW THEREFORE, the Parties are prepared to and do enter into this non-binding MOU for the purposes of outlining the terms and conditions of the proposed ice arena facility and each party's responsibility and obligation concerning same, and providing and understanding that will permit the Parties to enter, if mutually agreed to, a definitive agreement or agreements concerning these understandings and the proposed project. As such, the following are the terms and conditions concerning the proposed project, as they are understood as of the date of this Memorandum:

1. **Project.** The "Project" is a proposed indoor ice arena, an approximately 35,500+/- square feet building, comprising one full-size ice rink and related amenities, including 630+/- seats.
 - a. FOSH understands and agrees that the building should be well built and with an aesthetic design that is consistent with other structures on the town campus. FOSH understands that the exterior design will be reviewed by the Town prior to construction. The rink will also be designed with energy efficiency in mind for lighting and HVAC based on consultations with experts in the field of rink construction and operation.

FOSH will be soliciting private and business funding for the rink and as such, will be selling advertising inside and potentially outside the building. FOSH understands the signage outside the arena will be reviewed by the Town prior to implementation, and subject to all applicable performance standards and regulations.

b. The Parties recognizes that project will require Town Council and Planning Board Approval. FOSH requests that application fees for Town Council and Planning Board be waived for this project. Additionally, FOSH requests that Traffic Impact Fees be waived for the project. The arena will be served by municipal water and sewer. All service connections are anticipated to be made from the water and sewer mains in Gorham Road (Rte 114). FOSH understands that it will need Scarborough Sanitary District Approval and that the connection fees cannot be waived. All traffic will be directed to the Route 1/ Municipal Campus Drive. FOSH will be responsible for obtaining the Maine Department of Transportation Traffic Movement Permit.

c. The Parties recognize the planned approach and the value of a rink on town property, the Town will provide a long term low cost lease to FOSH for the land between the high school and Mobil station to construct the ice arena (see Exhibit A). The Town will also establish fee simple ownership of the water tower plot in exchange for a sanitary sewer easement benefitting Portland Water District during 2014 so that a planned parking lot can be constructed on this site paid for by FOSH. During on-going operations, the Town will provide access to shared parking with the high school.

2. **Governance and Operation.** FOSH is defining a non-profit board of directors who will establish operational control of the rink after construction is complete. The intent is that this board will also consist of a representative from the Town, a representative from each of the planned three high schools who will use the rink and three other at large members from the local skating or hockey community. Due to the non-profit status of FOSH, the board will be responsible for hiring a rink manager who can address the budgetary and operational needs of the rink. The board will hold the rink manager responsible for long term maintenance and budgeting items in addition to the day-to-day operational budget. Based on its location and integral nature with student athletes, it is proposed that all rink employees meet the same standards as employees that are hired by the town or school.
3. **Maintenance.** FOSH will be responsible for external building maintenance but will contract this work out to the Town, if they desire, to ensure a consistent campus appearance.
4. **Timing.** The project schedule is aggressive, contemplating an October 2015 open date. As such, FOSH must either demonstrate financial ability to complete the project or have made formal application to the Scarborough Planning Board by January 31, 2015. If neither of these events has occurred by January 31, 2015, the Parties agree to meet and discuss the Project and continuation of the relationship contemplated herein. In the interim, FOSH shall provide the Town with monthly progress updates on the Project and fundraising activities.
5. **Coordination and Concurrence with School Department.** Parties recognize that the Project will require the displacement of existing parking at the High School. FOSH must meet with and obtain consent from the School Department on the final site and parking configuration. With the exception of the Town acquiring fee simple interest in the "Water

Tower Site", all costs and efforts associated with accommodating the parking needs of the High School and this Project will be sole responsibility of FOSH.

6. **Approvals and Permits.** Notwithstanding the waiver of fees, FOSH must obtain all necessary approvals and adhere to all applicable standards. The project must comply with a local, state and federal laws and regulations.
7. **No Contract.** The Town and FOSH expressly acknowledge and agree that even if this MOU is fully executed, neither party hereto has any obligation to the other to consummate the transactions and arrangements contemplated unless and until binding agreement(s) are entered into by the Parties. This document constitutes only a non-binding Memorandum of Understanding setting out the framework for a potential agreement, but neither party is obliged to enter into any agreement whatsoever by virtue of the preparation, execution or delivery of this MOU.

Seen and Acknowledged By The Undersigned:

TOWN OF SCARBOROUGH

By: _____
Date

FRIENDS OF SCARBOROUGH HOCKEY, INC.

By: _____
Date

Friends of Scarborough Hockey Inc.

Board Member Bio's

Lee Allen, P.E., BS Civil Engineering and AS Architectural Engineering Technology, Lee has over 20 years' experience in the fields of site/civil, environmental, water resources and highway engineering. He is a professionally licensed civil engineer in the States of Maine and New Hampshire. His experience includes site planning, highway design, local, state and federal permitting, wetland mitigation design, preliminary and final drainage layout and analysis, seawater system design, construction supervision and inspection, as well as hydraulic and hydrologic computer modeling. Most recently he has managed projects throughout the New England Region including a Stormwater System Evaluation for the United States Coast Guard Academy in New London, CT and permitting for the expansion of the Eastport Breakwater and Pier for MaineDOT and Eastport Port Authority. Mr. Allen has two children in the Scarborough school system, both of whom play youth and school based hockey. Additionally, Mr. Allen has been an active member in the community, has coached community services and travel soccer for the past 10 years, and has been a board member for the Hockey Boosters.

Chuck Bradish, BA Computer Science & MS Project Management, Chuck has almost 30 years of experience developing medical diagnostic test equipment for hospitals and labs. Chuck currently works for IDEXX Laboratories in Westbrook Maine where he is responsible for the New Product Development Process and is an active Project Manager of a new product development effort. Chuck has managed the development of many products from early design through launch and these products have realized over a billion dollars in revenue. Chuck's out of work passion is hockey and promoting the sport throughout the community. Chuck has played hockey since the age of 5 and has been coaching hockey for the past 11 years. Chuck has served on Youth Hockey Boards in positions ranging from Treasurer to Coaching Director. Most recently Chuck holds the Position of President for the Scarborough Ice Hockey Booster Association, Inc. which manages the fundraising and support of 3 Middle School hockey teams and 2 High School boy's hockey teams. This organization also exclusively manages the Middle School hockey program. Most recently Chuck has been working with this group of board members to create the Friends of Scarborough Hockey, Inc. Chuck has a son in the Scarborough school system.

Bob Jacques, BA Political Science from Western New England College, Springfield MA. Bob has 27 years of sales and management experience. Bob worked 25 years for Coca-Cola New England and is in his 2nd year with the Harold W. Young Company working as a Broker in the Convenience Store segment. His experience includes portfolio management, contract negotiations and customer relations development. Outside of work, Bob's hobby is Hockey. He has been involved in Youth Hockey for 10 years and Disabled Hockey for 3 years. In addition to being an Assistant Coach for 9 years, Bob served as President of Westfield Youth Hockey for 3 years and Vice President for 4 years. Westfield YH is an Organization in Western Massachusetts which during Bob's tenure comprised of 14 teams, 200 players and 56 coaches. Bob has also been the Director of the Westfield Youth Hockey Fire and Ice Hockey Tournament for the past 8 years and continues to do so. The Tournament is presently a 16 team Squirt Tournament. In addition to volunteering for Westfield Youth Hockey, Bob also served on the Board of Directors for Massachusetts Youth Hockey for 3 years during which time he was on the Discipline Committee and the Disabled Hockey Committee. Bob's participation with Disabled Hockey has involved being a Coach and a Player Assistant for the past 3 years for two Sled Hockey Teams based in Western

Massachusetts, the Springfield Sliders Junior Team and the Western Mass Knights Adult Team. Bob moved to Scarborough in November 2013 with his wife and two sons. One son is at Endicott College and the other son is attending Scarborough High School and is involved in their hockey program.

Mark J. Maroon is a seasoned mortgage/finance executive with a passion that has only increased with experience. His thirty years of mortgage/financial practice has included the roles of self-employed Branch Manager, certified Mortgage Trainer, Director for the Mortgage Lenders Association, Regional Vice President, Area Manager, Reverse Loan Officer Trainer, and Territory Manager for national companies. He was a member of the GMACM "Leadership Evolution Team" tasked with creating and implementing effective and solution-driven communication, high level conflict and change management, mediation, facilitation and cross discipline coaching. He was one of five leaders on the Malcolm Baldrige Award team. Prior to this career path, he was a training manager at Hannaford Brothers (now Delhaize America) for ten years in their Pharmacy division. Mark has been deeply involved with the construction of three projects, which included the approval, vision and building committees for the renovated Scarborough High School, financial manager and construction cost analyst for the purchase and remodel of Coastal Community Church, and Memorial Park design and implementation. He actively managed the construction of his own twenty-four thousand square foot office building which came in on time and under budget, along with managing the build-out for spaces in that facility. He also worked with the initial phases and RFP processes for the new Cumberland County Civic Center as well as the potential Scarborough YMCA, and was instrumental in designing the funding strategy for the infrastructure on Haigas Parkway. Active in town and regional government, Mr. Maroon has been Town Council Chairman, Chairman of the Scarborough Zoning Board, Treasurer and Vice Chairperson for the Cumberland County Civic Center and a director for both the Scarborough Economic Development Corporation and Greater Portland Chamber of Commerce. He has also participated with the Greater Portland Council of Governments and Portland Area Comprehensive Transportation Committee (PACTS). He has served on the Board of Directors for WOW/55+ (a senior citizens advocacy committee), trained in identifying and preventing financial fraud as it pertains to seniors (sponsored by the Southern Maine Agency on Aging) and is active in the Cumberland County Sheriff's "yellow dot" and SNAP initiatives. He is currently a member of the Volunteers in Police Service for both Cumberland County and Scarborough, Maine, Marine Patrol Officer out of Naples, Maine and a certified Harbor Master. Mark wrote and taught a course called "Ethical Decisions" at the college level and counsels teenagers regarding spending, financial and life choices through local organizations and his church, has presented at JMG (Jobs for Maine Graduates), and supports Scarborough Land Trust's various activities. He has coached numerous sports up to and including middle school age levels, is a Little League umpire and certified hockey referee, and recently took a role in charity auctioneering and emceed the annual Project Grace fundraiser. He has been active with numerous environmental and sprawl related organizations including the writing of the Scarborough Growth Management Ordinance, support of the Eastern Trail, and helping to fund the replacement of the walking bridge spanning the Scarborough River. Mark participated with the approval of the town design standards, conservation bonds, worked with the school department to implement the Scarborough Education fund and is a member of the Scarborough Student Aid Scholarship Committee. Mark has a son and daughter in the Scarborough school system.

Jeff Murray owns and runs Control Point Inc., an industrial automation distribution firm, from offices in Scarborough. Mr. Murray has a bachelors and masters degree in Mechanical Engineering from Tufts University and spent 10 years in industrial automation sales and project management prior to starting his own company in 2000. Under his leadership, Control Point Inc. has grown from a startup to a multi-million dollar business responsible for sales throughout New England. Routinely recognized as a top performer by his vendors nationally, his company has grown annually since its inception. As an engineer and business owner, Mr. Murray understands the importance of proper planning and implementation, as well as the practical realities of

project design and implementation. While growing his business, Jeff has been an active participant in youth athletics, head coaching all three of his children in youth and travel soccer for a total of 8 years, as well as assisting in youth baseball. More significantly, Jeff has coached youth hockey for the last 15 years, the last 5 as a head coach, as all three of his children progressed through the local youth travel hockey program, often coaching two and three teams per season. Jeff was the Treasurer for two years and then President for four years of the Huskies Youth Hockey program responsible for the experience of close to 300 youth hockey players. During that time and since (a total of six years), he has scheduled the practices and games for the 20 teams in the program. Currently, Mr. Murray is the president of the Girls Hockey Boosters at Scarborough High School and has a son in college, a daughter in high school, and a son in high school.

Chelsie Woods is President and Co-Founder of Eclipse Media Group, a boutique public relations firm focused on providing media relations to global physical security and healthcare technology companies. The former editor of Security Systems News, a security industry trade publication, she has nearly 20 years of journalism and public relations experience combined. As a newspaper reporter she worked for The Times Record and The York County Coast Star, two newspapers in Maine. Chelsie currently serves on the Board of Directors for the Southern Maine Youth Hockey Association as Communications Director and was a board member of the now defunct TiME, Tennis Intermediate of Maine, which organized tennis tournaments throughout the state of Maine. She holds a BA Degree from West Virginia Wesleyan College and lives in Scarborough, Maine with her husband and two children who are both involved in ice hockey.

Friends of Scarborough Hockey Inc.

Executive Summary

Friends of Scarborough Hockey Inc. intends to fundraise, design, construct and operate an indoor ice rink in the town of Scarborough. The goal is to create a facility that will support the ice needs of all community based programs such as school based boys and girls hockey teams in Scarborough, area youth hockey programs, and figure skating for adults and youth. The expectation is that agreements with surrounding school programs will fill the balance of ice time, allowing the rink to be profitable in the long term.

This indoor ice rink will address 3 major issues:

- Ice Availability
 - Currently Scarborough is dependent on multiple ice rinks and we are not a priority at any of them
- Proximity
 - The closest available ice rink for Scarborough is in Saco which leads to issues around availability and cost of transportation.
- Ownership
 - Scarborough has no one home ice rink

There are five primary phases of this effort:

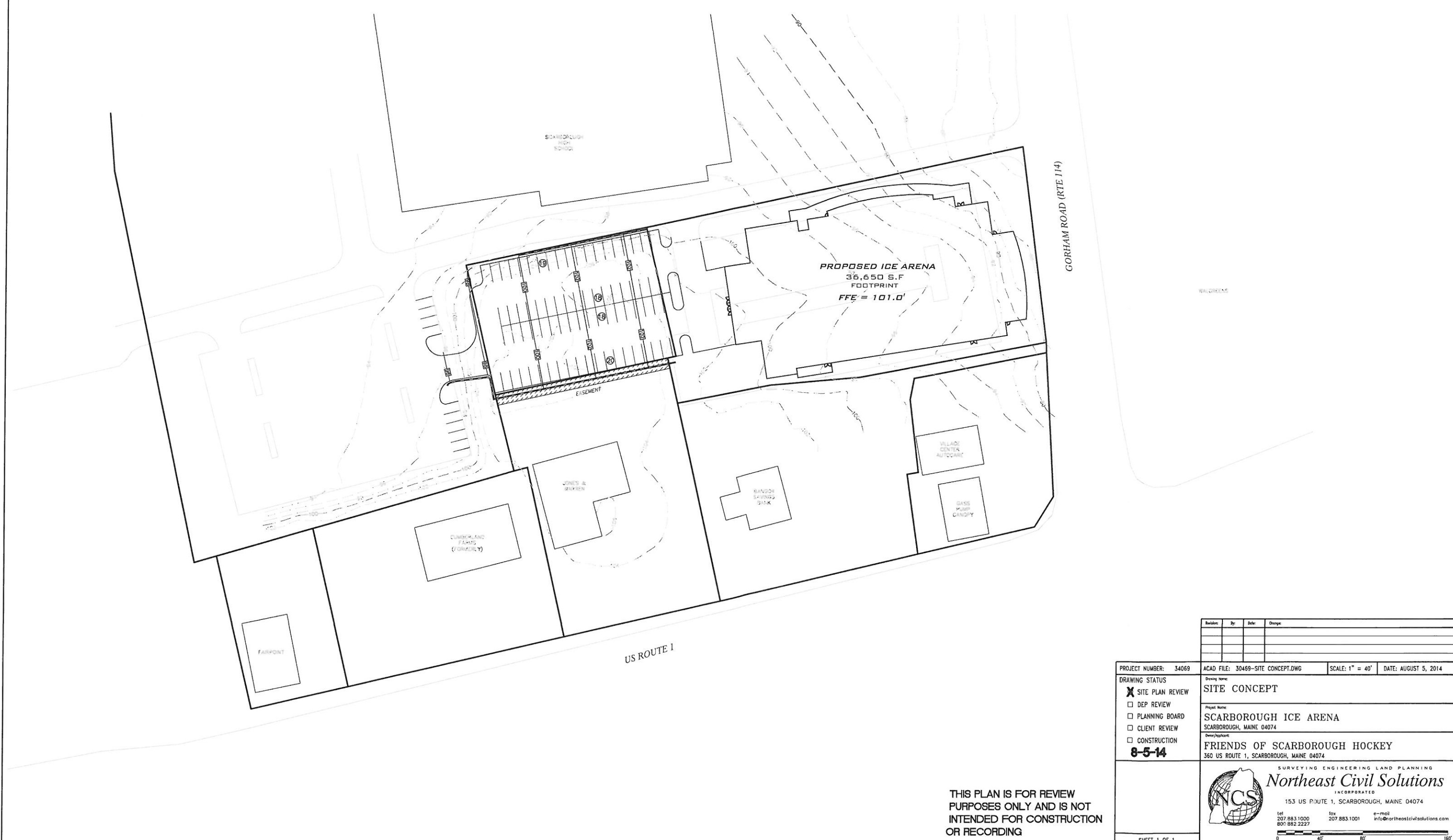
- Organizational Development
- Fundraising
- Design
- Construction
- Operation

The rink will be built with funding from businesses and individuals in the community that understand the significance of being associated with the project and its value to Scarborough and the surrounding towns. Individual donors understand that communities flourish when they have venues where their citizens can gather and be active, leading to more town spirit.

For businesses, the value can be quantified by the more than 3,000 ice visits that occur by players, parents and other spectators each week. Over a 16 to 20 week skating season, this equates to over 50,000 views of advertising alone. It is our experience that the skating and hockey community is a reliable consumer of goods provided by businesses that support their programs. As such, we see an excellent return on investment for those businesses that choose to donate to the construction and advertise at the rink on an annual basis. In addition to direct economic returns, businesses and individuals who contribute to the construction of an ice rink in Scarborough will serve to improve the value of their community, the amenities it offers, and thus the long term development of the area.

This business plan is intended to define the need for a rink in Scarborough, outline the funding requirements, and estimated operational income and expense to provide a basis for discussion with potential donors.

SCARBOROUGH ICE ARENA
SCARBOROUGH, MAINE



THIS PLAN IS FOR REVIEW
PURPOSES ONLY AND IS NOT
INTENDED FOR CONSTRUCTION
OR RECORDING

Revised	By	Date	Change

PROJECT NUMBER: 34069	ACAD FILE: 30469-SITE CONCEPT.DWG	SCALE: 1" = 40'	DATE: AUGUST 5, 2014
DRAWING STATUS			
☒ SITE PLAN REVIEW			
☐ DEP REVIEW			
☐ PLANNING BOARD			
☐ CLIENT REVIEW			
☐ CONSTRUCTION			
8-5-14			
Drawing Name: SITE CONCEPT			
Project Name: SCARBOROUGH ICE ARENA SCARBOROUGH, MAINE 04074			
Owner/Client: FRIENDS OF SCARBOROUGH HOCKEY 360 US ROUTE 1, SCARBOROUGH, MAINE 04074			
 SURVEYING ENGINEERING LAND PLANNING <i>Northeast Civil Solutions</i> INCORPORATED 153 US ROUTE 1, SCARBOROUGH, MAINE 04074 tel 207.883.1000 fax 207.883.1001 e-mail info@northeastcivilsolutions.com 800.882.2227 			
SHEET 1 OF 1			

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SCARBOROUGH ICE ARENA
SCARBOROUGH, MAINE

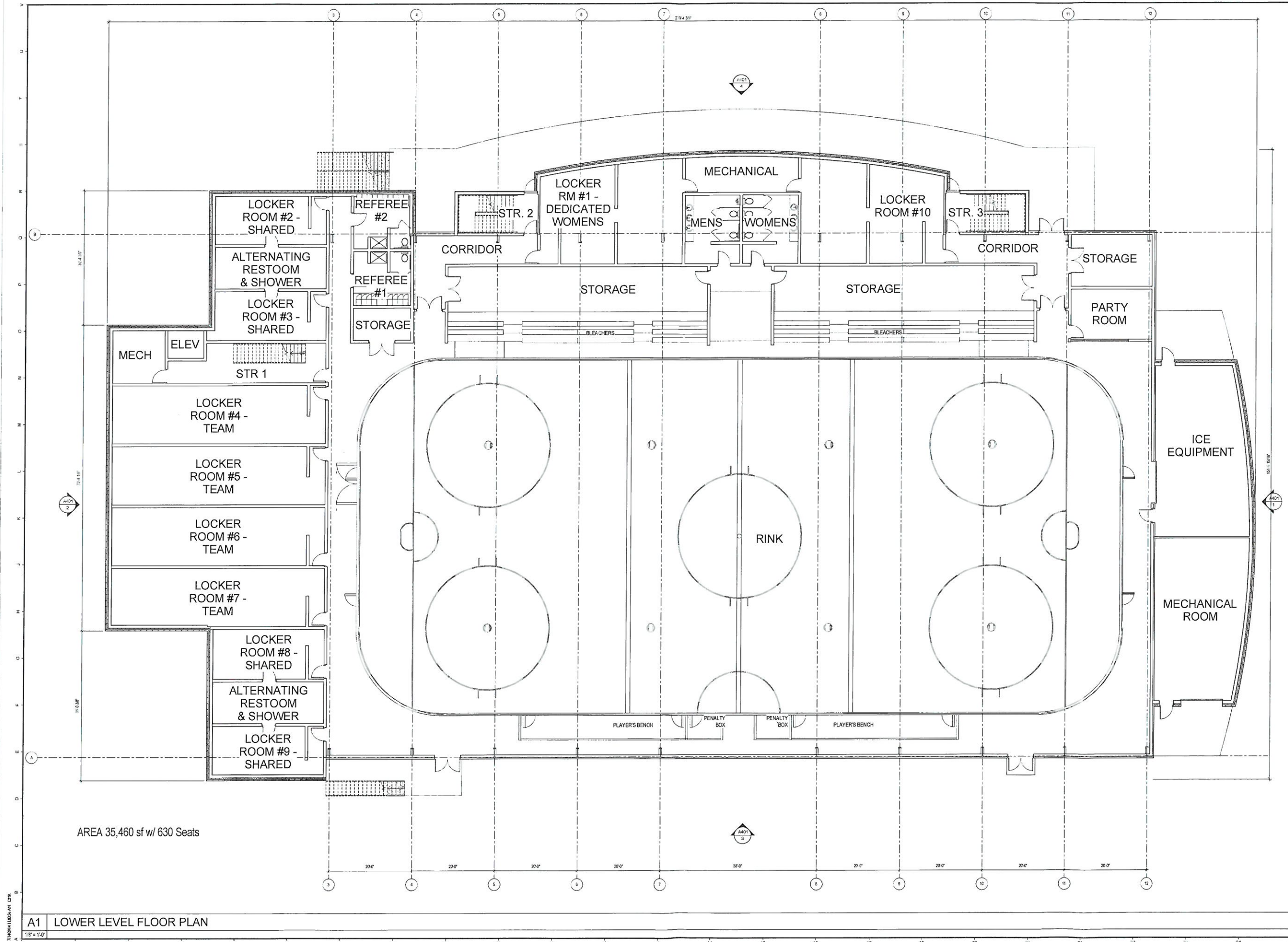
REVISIONS	
#	DESCRIPTION

DATE	07.14.14
PROJECT #	P613
DRAWN BY	DPR
CHECKED BY	DPR
DRAWING SCALE	1/8" = 1'-0"

SHEET TITLE
LOWER LEVEL FLOOR PLAN

A101

© COPYRIGHT 1988-2014
GAWRON TURGEON ARCHITECTS
ALL RIGHTS RESERVED



A1 LOWER LEVEL FLOOR PLAN



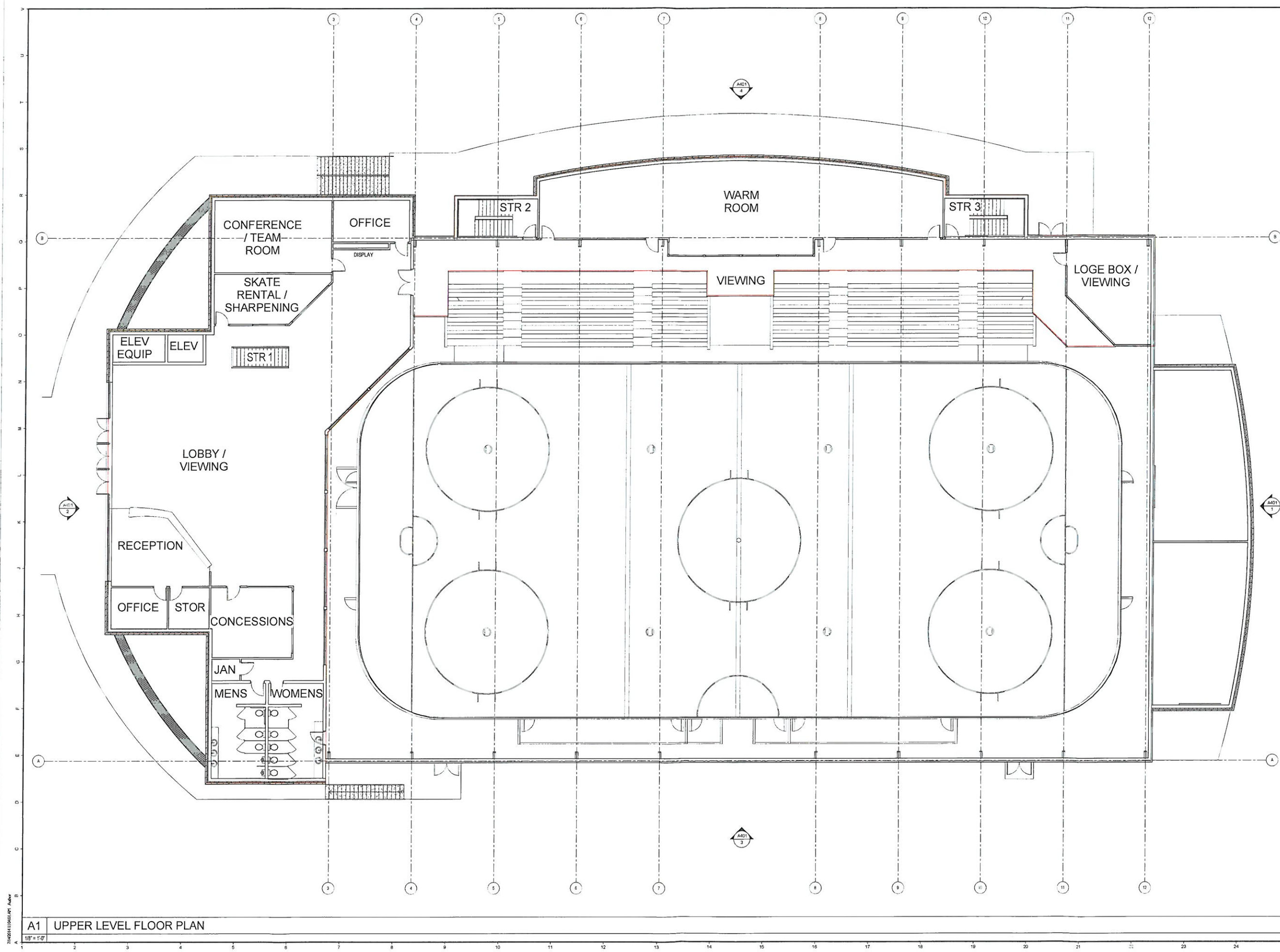
SCARBOROUGH ICE ARENA
SCARBOROUGH, MAINE

REVISIONS	
#	DESCRIPTION

SHEET TITLE
UPPER LEVEL FLOOR PLAN

A102

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Gawron Turgeon Architects
27 Black Point Road
Scarborough, ME 04074
207-883-6327 or 207-883-6381 fax



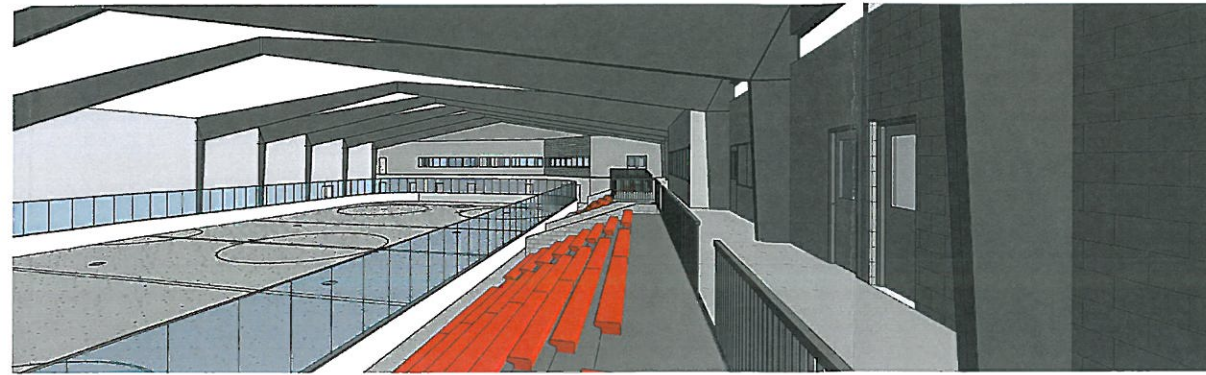
27402014 (10/6/14) AM Author

A1 UPPER LEVEL FLOOR PLAN

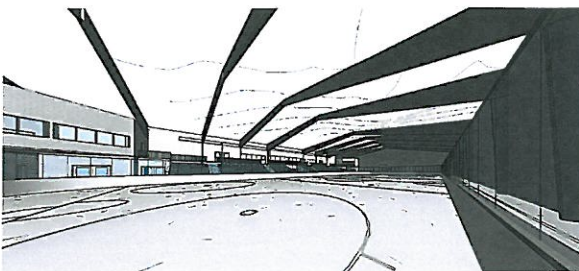
1/8" = 1'-0"



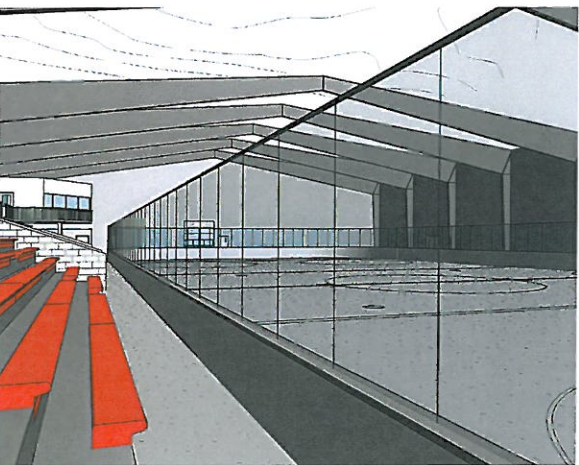
Q1 SKETCH RENDERING - VIEW FROM ICE TOWARDS WARM ROOM



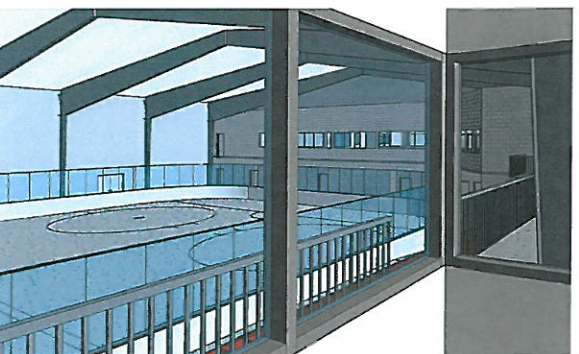
Q13 SKETCH RENDERING - FROM BLEECHERS TOWARDS LOBBY



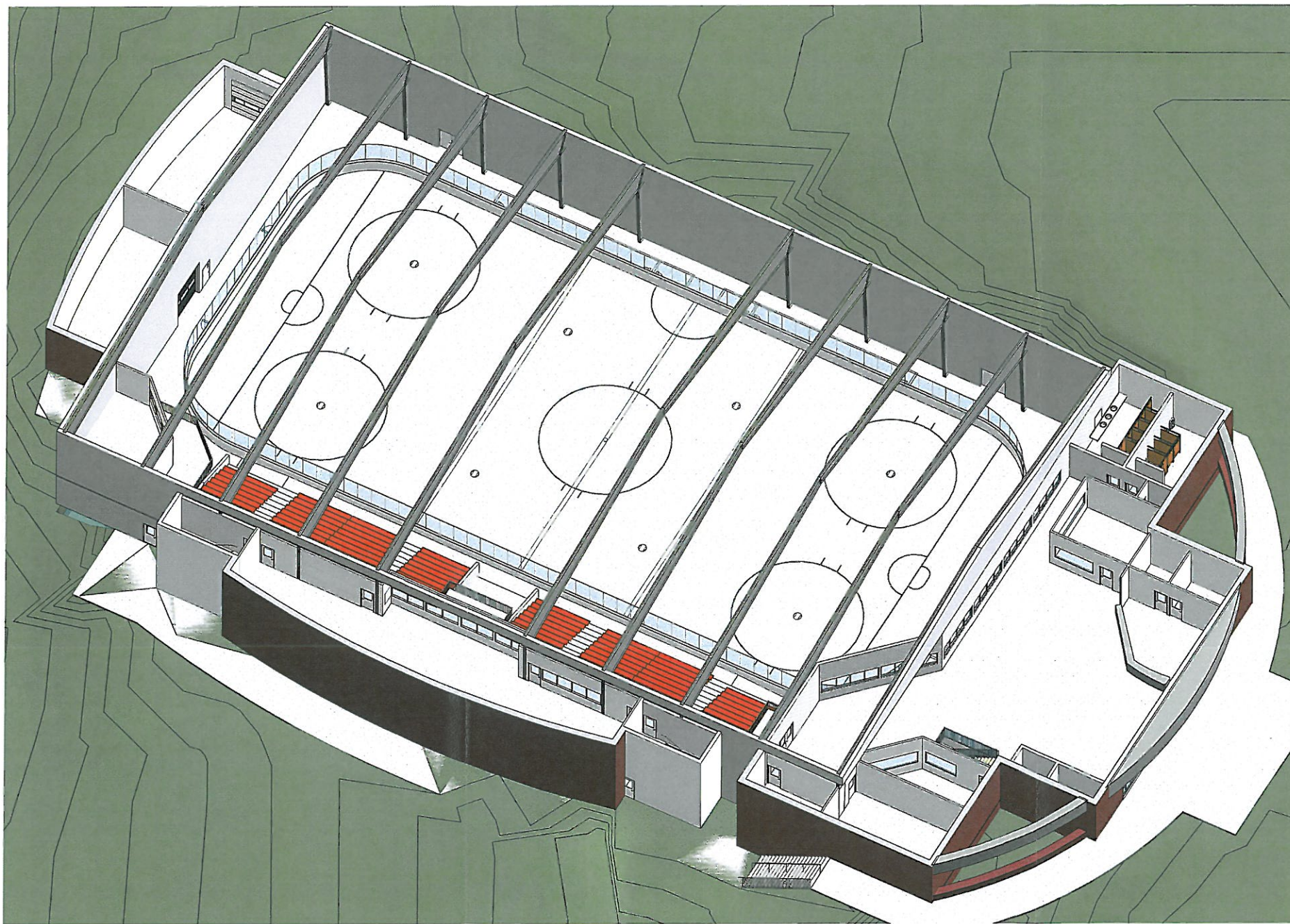
M1 SKETCH RENDERING - VIEW FROM ICE



F1 SKETCH RENDERING - VIEW FROM BLEECHERS



A1 SKETCH RENDERING - VIEW FROM WARM ROOM



A7 SKETCH RENDERING - AXO



SCARBOROUGH ICE ARENA SCARBOROUGH, MAINE

REVISIONS	
#	DESCRIPTION

DATE	01/14/14
PROJECT #	P613
DRAWN BY	Author
CHECKED BY	Checker
DRAWING SCALE	

SHEET TITLE
SKETCH RENDERINGS

A103

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Gawron Turgeon Architects
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Scarborough, ME 04074
www.gawronturgeon.com
207-883-4397 or 207-883-0361 (fax)

Memorandum of Understanding Regarding Land Use at Scarborough High School

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WHEREAS, the object of this MOU is to set forth the preliminary understandings of the Town and FOSH regarding the construction and operation of a not for profit ice rink to be completed and begin operation in October 2015. The rink is to be constructed with 100% donor funding and is structured to be a self-sustaining non-profit entity run by the FOSH Board of Directors; and,

WHEREAS, the Parties acknowledge and agree that (i) the MOU accurately describes the initial roles and responsibilities of the Parties; (ii) this MOU is not binding; (iii) should the parties desire to be formally bound by any of the commitments or intentions contained herein, there will be a separate written legal agreement containing the binding commitment of the parties as to any subject matter addressed in that further document; and (iv) this agreement furthermore does not create any joint venture, partnership or fiduciary obligations between parties; and,

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 - a. FOSH understands and agrees that the building should be well built and with an aesthetic design that is consistent with other structures on the town campus. FOSH understands that the exterior design will be reviewed by the Town prior to construction. The rink will also be designed with energy efficiency in mind for lighting and HVAC

based on consultations with experts in the field of rink construction and operation. FOSH will be soliciting private and business funding for the rink and as such, will be selling advertising inside and potentially outside the building. FOSH understands the signage outside the arena will be reviewed by the Town prior to implementation, and subject to all applicable performance standards and regulations.

b. The Parties recognizes that project will require Town Council and Planning Board Approval. FOSH requests that application fees for Town Council and Planning Board be waived for this project. Additionally, FOSH requests that Traffic Impact Fees be waived for the project. The arena will be served by municipal water and sewer. All service connections are anticipated to be made from the water and sewer mains in Gorham Road (Rte 114). FOSH understands that it will need Scarborough Sanitary District Approval and that the connection fees cannot be waived. All traffic will be directed to the Route 1/ Municipal Campus Drive. FOSH will be responsible for obtaining the Maine Department of Transportation Traffic Movement Permit.

c. The Parties recognize the planned approach and the value of a rink on town property, the Town will provide a long term low cost lease to FOSH for the land between the high school and Mobil station to construct the ice arena (see Exhibit A). The Town will also establish fee simple ownership of the water tower plot in exchange for a sanitary sewer easement benefitting Portland Water District during 2014 so that a planned parking lot can be constructed on this site paid for by FOSH. During on-going operations, the Town will provide access to shared parking with the high school.

2. **Governance and Operation.** FOSH is defining a non-profit board of directors who will establish operational control of the rink after construction is complete. The intent is that this board will also consist of a representative from the Town, a representative from each of the planned three high schools who will use the rink and three other at large members from the local skating or hockey community. Due to the non-profit status of FOSH, the board will be responsible for hiring a rink manager who can address the budgetary and operational needs of the rink. The board will hold the rink manager responsible for long term maintenance and budgeting items in addition to the day-to-day operational budget. Based on its location and integral nature with student athletes, it is proposed that all rink employees meet the same standards as employees that are hired by the town or school.
3. **Maintenance.** FOSH will be responsible for external building maintenance but will contract this work out to the Town, if they desire, to ensure a consistent campus appearance.
4. **Timing.** The project schedule is aggressive, contemplating an October 2015 open date. As such, FOSH must either demonstrate financial ability to complete the project or have made formal application to the Scarborough Planning Board by January 31, 2015. If neither of these events has occurred by January 31, 2015, the Parties agree to meet and discuss the Project and continuation of the relationship contemplated herein. In the interim, FOSH shall provide the Town with monthly progress updates on the Project and fundraising activities.

5. **Coordination and Concurrence with School Department.** Parties recognize that the Project will require the displacement of existing parking at the High School. FOSH must meet with and obtain consent from the School Department on the final site and parking configuration. With the exception of the Town acquiring fee simple interest in the “Water Tower Site”, all costs and efforts associated with accommodating the parking needs of the High School and this Project will be sole responsibility of FOSH.
6. **Approvals and Permits.** Notwithstanding the waiver of fees, FOSH must obtain all necessary approvals and adhere to all applicable standards. The project must comply with a local, state and federal laws and regulations.
7. **No Contract.** The Town and FOSH expressly acknowledge and agree that even if this MOU is fully executed, neither party hereto has any obligation to the other to consummate the transactions and arrangements contemplated unless and until binding agreement(s) are entered into by the Parties. This document constitutes only a non-binding Memorandum of Understanding setting out the framework for a potential agreement, but neither party is obliged to enter into any agreement whatsoever by virtue of the preparation, execution or delivery of this MOU.

Seen and Acknowledged By The Undersigned:

TOWN OF SCARBOROUGH

By: _____
Date

FRIENDS OF SCARBOROUGH HOCKEY, INC.

By: _____
Date