

**Memorandum of Understanding
Between Town of Cape Elizabeth and Cape Community Arena Group**

This Memorandum of Understanding ("MOU") is entered into on _____ (the "Effective Date") to memorialize a non-binding agreement between the Town of Cape Elizabeth (the "Town") and Cape Community Arena Group ("CCAG"), collectively known as the "Parties."

I. Goal of the MOU

This MOU builds upon the momentum developed by CCAG and the Town's joint ice rink collaboration behind Town Hall, with the goal of delivering Cape residents a more reliable year-round recreation, entertainment, and education facility that does not require capital investment from the Town. The facility has been named Cape Community Arena ("CCA"). Through CCA's covered, open-air design, the project is meant to further build community, blend in with the beauty of Gull Crest, and integrate seamlessly with the existing playing fields and Public Works complex. CCAG supports the Town's comprehensive plan commitment to planning for population growth, ensuring Cape Elizabeth will continue to be a desirable place to live, and enhancing our outdoor recreational areas while protecting our trails, forests, and open spaces.

II. Term of the MOU

The term of the MOU ("MOU Period") will commence on the Effective Date and continue until Cape Elizabeth's Town Council (the "Council") authorizes a Notice to Proceed for CCAG to begin construction and the Town and CCAG enter into a formal, binding written agreement. Said agreement will supersede this MOU and will contemplate both the construction period and the donation/transfer of CCA at project commissioning. Amendments to this MOU may be made via mutual written agreement by both Parties.

III. Roles & Responsibilities

During the MOU Period, the Parties will work together to develop the final scope of the CCA project. The Parties are entering into this MOU in good faith and final project approval is contingent on satisfactory completion of the milestones outlined in **Appendix A**. CCAG is solely responsible for all costs throughout the approval process. As applicable, CCAG shall maintain adequate insurance coverages for any work conducted on the property ("Property") depicted in **Appendix B** during the MOU Period.

IV. Site Control and Planning Board Review Authorization

Upon entering into this MOU, the Town grants CCAG site control for the Property outlined in **Appendix B** during the MOU Period and authorizes CCAG to enter the Town's formal permitting and site plan review process ("Planning Board"), starting with an initial application to the Town's Planning Board. The Town's Code Enforcement Officer shall inspect the Property periodically in the same process and procedures as any other property not owned by the Town. Any and all modifications to Property will require review and approval by the Town.

V. Oversight of the partnership and primary participants

Each party shall appoint a lead person to serve as an official contact during the MOU Period to provide oversight and coordination in carrying out this MOU. Initial project leads are the Town Manager of Cape Elizabeth and _____ of Cape Community Arena Group, however, they may appoint secondary individuals to lead specific activities described in **Appendix A**.

VI. Dispute Resolution

If a dispute arises during the term of this MOU, the dispute must be submitted to mediation in accordance with generally accepted alternative dispute resolution principals.

Town of Cape Elizabeth

Cape Community Arena Group

By: _____

By: _____

Name: Matt Sturgis
Title: Town Manager
Date:

Name:
Title:
Date:

Appendix A

MOU Period Milestones

Notice to Proceed to construction will be issued by the Council upon completion of the following milestones:

- a. Business Plan completion by CCAG, which includes:
 - ⇒ Project economics, describing detailed project revenue and operating expenses
 - ⇒ Operations and maintenance requirements including how these requirements fit within the Town's existing departments, programs, and staff, and any additions needed.
 - ⇒ Transition plan, outlining the project donation and transfer from CCAG to the Town, for the Town to own and operate at project commissioning. The plan will include CCAG providing funds sufficient for two (2) years of operating and maintenance expense coverage and to the extent required by the Town, CCAG will provide a plan to remain active and available for the same two (2) year period to support the Town in managing the facility.
- b. Permitting process completion by CCAG, which includes:
 - ⇒ Planning Board Approval
 - ⇒ Maine DEP Approval
- c. Sufficient funds raised by CCAG to complete construction
- d. Construction Period and Asset Transfer Agreement(s) completed by CCAG and Town

Appendix B

CCA Area of Interest & Conceptual Site Plan

CCA Area of Interest in blue (note: general and not exact)



CCA Conceptual Site Plan (note: access from Cooper Dr not currently contemplated)

