



City of Brockville Meeting of Council

January 12, 2010 7:00 pm
Brockville Memorial Centre

Council Minutes

Regular Meeting of Council at 7:00 pm

Roll Call

Council Members:

Mayor D. Henderson
Councillor J. Baker
Councillor G. Beach
Councillor J. Earle
Councillor J. Fullarton
Councillor L. Journal
Councillor M. Kalivas
Councillor H. Noble
Councillor L. Severson
Councillor S. Williams

Staff:

Mr. B. Casselman, City Manager
Mr. C. Cosgrove, Director of Operations
Ms. D. Cyr, Director of Finance
Ms. V. Harvey, Acting Director of Parks and Recreation
Mr. H. Jones, Fire Chief
Mr. C. Law, Municipal Intern
Ms. M. Pascoe Merkley, Director of Planning
Mr. D. Paul, Director of Economic Development
Ms. S. Seale, City Clerk (Recording Secretary)
Ms. T. Brons, Administration Coordinator (Recording Secretary)

Others:

Mr. J. Simpson, City Solicitor

MOTION TO MOVE INTO CLOSED SESSION (5:00 P.M.)

Moved by: Councillor Noble
Seconded by: Councillor Williams

THAT pursuant to *Municipal Act*, 2001, Sections 239 (2), (c), (e) and (f), Council resolve itself into the Committee of the Whole, In Camera, closed to the public to consider:

1. a proposed or pending acquisition or disposition of land by the municipality or local board;
2. litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;
3. advice that is subject to solicitor-client privilege, including communications necessary for the purpose.

CARRIED

REPORT OF THE COMMITTEE OF THE WHOLE IN CAMERA

Moved by: Councillor Severson
Seconded by: Councillor Kalivas

THAT Council rise from Committee of the Whole, In Camera and the Chairman report that all recommendations adopted in Committee of the Whole, In Camera, be adopted.

CARRIED

MAYOR'S REMARK

Mayor Henderson presented an outline of the matters with respect to the proposed agreements with Tall Ships Landing Development Inc. and the Maritime Discovery Centre Committee.

An overview of the proposed Tunnel Bay Harbour Marina re-design was provided by Mayor Henderson.

Mayor Henderson provided an overview of the agenda.

(A copy of Mayor Henderson's presentation is attached to the minutes.)

DISCLOSURE OF INTEREST

NIL

MOTION TO MOVE INTO COMMITTEE OF THE WHOLE COUNCIL

Moved by: Councillor Severson
Seconded by: Councillor Kalivas

THAT we adjourn and meet as Committee of the Whole Council, with the Mayor in the Chair.

CARRIED

DELEGATIONS

As per the City's Procedural By-Law, unanimous approval of Council was granted to allow Torbear Contracting Inc. to be added to the agenda as an unregistered delegation.

(i) Charles, Powell, Torbear Contracting Inc.

Mr. Powell, legal representative for Torbear Contracting Inc., appeared before Council with respect to the Water Pollution Control Centre Upgrades Project. Mr. Powell noted that Torbear Contracting Inc. believes that if the recommendation from MHPM Project Managers Inc. is adopted regarding the awarding of the WPCC Upgrades Project, the City would be in breach of the City's tender process. Torbear Contracting Inc. requested Council to defer awarding of this contract until the matter is considered judicially.

A copy of correspondence from Duncan W. Glaholt, Glaholt LLP is attached to the minutes.

(ii) Mr. Lucas Pearson, Tunnel Bay Marina Ltd.

Mr. Pearson, owner of Tunnel Bay Marina Ltd., addressed Council in relation to the proposed design and operations within Tunnel Bay. Mr. Pearson indicated he supports Option A for the Tunnel Bay redesign as he feels it is the best fit for the City of Brockville and will provide a connection between the river and downtown.

(iii) Mr. Bob Pearce, Brockville and District Chamber of Commerce

Mr. Pearce, appeared before Council on behalf of the Brockville and District Chamber of Commerce to state the position of the Chamber with respect to the Maritime Discovery Centre Project. Mr. Pearce noted that the Chamber fully supports the project provided that it is conducted in a fiscally responsible manner.

A copy of correspondence from the Brockville and District Chamber of commerce distributed at the meeting is attached to the minutes.

(iv) Mr. Gino Giannandrea, Maritime Discovery Centre Committee

Mr. Giannandrea, Chairperson, MDC Committee provided an overview of the

latest proposed amendments to the terms of the agreements between Tall Ships Landing Developments Inc. and the City of Brockville. Mr. Giannandrea noted that the only change to the document (dated December 15, 2009) relates to Clause 14 and 15 with respect to the Marina Re-Design and Parking. The amendments propose that the parties have 45 days for further consultation on the marina re-design. Should the parties not reach an agreement for a new re-design then the fall back position would be Option A for the Marina re-design.

A copy of the Recommended Terms of Agreement - Revised (dated January 12, 2010) which were distributed at the meeting is attached to the minutes.

(v) **Mr. Colin Williams**

Mr. Williams provided comments to Council with respect to the motion from Councillor Journal concerning the amendments to the Partnership Agreement with Tall Ships Landing Developments Inc. He commented that the MDC Sustainability Report required explanation to the public and Council members. Mr. Williams recommended that Council examine the Partnership Agreement, section by section, to assess the credibility of the figures provided.

(vi) **Mr. Bob Huskinson**

Mr. Huskinson addressed Council with respect to the Maritime Discovery Centre. He commented that more information about the plans for intended use of the Centre would benefit the community. Mr. Huskinson noted his support for the concept of the Maritime Discovery Centre as it will provide a tourist attraction for the City. Mr. Huskinson commented that the parking for the Maritime Discovery Centre should be reviewed and recommended designating 8-10 parking spaces in the Water Street Parking Lot for Boardwalk clients.

(vii) **Mr. Kent Henderson, Downtown Business Improvement Association**

Mr. Henderson appeared before Council on behalf of the Downtown Business Improvement Association. Mr. Henderson indicated the D.B.I.A. is in full support of the Maritime Discovery Centre but has concerns regarding sections 14 and 15 of the Agreement with respect to the marina re-design and parking.

A copy of the correspondence from Downtown Brockville which was distributed at the meeting is attached to the minutes.

(viii) **Peter Culp, The Boardwalk**

Mr. Culp, presented concerns regarding the Tunnel Bay Harbour Marina Re-Design on behalf of the Boardwalk. The concerns expressed from the Boardwalk are the loss of waterfront to their private property with Option A of the proposed re-design. Mr. Culp also expressed concerns regarding parking for the Boardwalk clients as a result of the Broad Street re-design plan and requested that the terms of the agreement clearly define sufficient parking. Mr. Culp

informed Council that the Boardwalk residents are in favour of Option C of the proposed marina re-design project for Tunnel Bay Harbour.

Correspondence from the Boardwalk Commercial & Residential Owners is attached to the minutes.

STAFF REPORTS

- (i) 2010-002-01
Tender for Contract 2009-02
Water Pollution Control Centre Upgrades

Moved by: Councillor Beach

THAT Council accept the tender from J.C. Sulpher Construction Ltd. in the amount of Thirty-four million, seven hundred and ninety-two thousand, nine hundred and one dollars (\$34,792,901.00) excluding GST for Contract No. 2009-02 for the Water Pollution Control Centre Upgrades; and

THAT funding for this contract be allocated from account 940600-9084061-3010.

CARRIED

Mr. Conal Cosgrove, Director of Operations provided an overview of Report 2010-002-01 - Water Pollution Control Centre Upgrades

Mr. Franklin Holtforster, President, CEO of MHPM Project Managers Group, commented on the evaluation of the tender documents for the Water Pollution Control Centre Upgrades. It was noted that the method of evaluation of the tender documents was confirmed by the project managers and legal counsel.

- (ii) 2010-006-01
2010 Program Contribution Agreements
RinC Memorial Centre and Youth Arena

Moved by: Councillor Beach

THAT Council authorize the execution of the Contribution Agreements with the Government of Canada and the Province of Ontario for the RinC Program at the Centennial Youth Arena (R1391) and the Brockville Memorial Centre (R1392); and

THAT the necessary by-law be enacted.

CARRIED

REPORTS BOARDS AND COMMITTEES

ECONOMIC DEVELOPMENT AND PLANNING COMMITTEE

Councillor J. Baker, Chair
Councillor M. Kalivas, Councillor S. Williams

Meeting held January 5, 2010

- (i) 2010-001-01
TUNNEL BAY HARBOUR MARINA DESIGN
Moved by: Councillor Baker

THAT Brockville City Council approve the Tunnel Bay Harbour Marina redesign as depicted in Option C attached to report 2010-001-01; and

THAT the Mayor and Clerk are hereby authorized to execute all documentation associated thereto.

DEFEATED ON A LATER VOTE

Amendment to Motion

Moved by: Councillor Journal

THAT the motion be amended to Option A with a 45 day period for the possibility of re-design that are acceptable to the both the City and the Developer.

Recorded vote:

Yes: Councillors Williams, Noble, Journal, Earle and Beach.

No: Councillors Baker, Fullarton, Kalivas, Severson and Mayor Henderson.

DEFEATED ON A VOTE OF 5 TO 5

Councillor Journal requested a recorded vote.

The vote on the original motion was now taken and the motion was defeated.

Moved by: Councillor Baker

THAT Brockville City Council approve the Tunnel Bay Harbour Marina redesign

as depicted in Option C attached to report 2010-001-01; and

THAT the Mayor and Clerk are hereby authorized to execute all documentation associated thereto.

Recorded vote:

Yes: Councillors Baker, Fullarton, Kalivas, Severson and Mayor Henderson.

No: Councillors Williams, Noble, Journal, Earle and Beach.

DEFEATED ON A VOTE OF 5 TO 5

Councillor Noble requested a recorded vote.

NEW BUSINESS - REPORT FROM MEMBERS OF COUNCIL

Motion to postpone the adjournment hour (10:57 pm)

Moved by: Councillor Severson

THAT Council postpone the adjournment hour to 12:00 am.

CARRIED UNANIMOUSLY

Notice of Motion presented by Councillor Journal
Maritime Discovery Centre
Amendments to City/TSL Partnership Agreement

Moved by: Councillor Journal

THAT recommended terms of agreement dated December 15, 2009 between the Corporation of the City of Brockville, Tall Ships Landing Developments Inc. and the Steering Committee of the Maritime Discovery Centre of the 1000 Islands, as presented by the Maritime Discovery Centre Facilitation Committee chaired by Gino Giannandrea be approved, be duly prepared and executed in accordance with established City procedures.

WITHDRAWN

Councillor Journal corrected that the motion should have included the recommendation as presented by the MDC Committee on January 12, 2010.

Councillor Fullarton raised a Point of Order stating that the motion presented by Councillor Journal includes the motion that was previously defeated regarding the harbour re-design.

Councillor Journal clarified that the motion does not including the Recommended Terms of Agreement - Revised, Section 14 of the materials presented by the MDC dated January 12, 2010. His Worship re-stated that there are no recommendations related to the harbour re-design in the motion on the floor.

Motion for Withdrawal

Moved by: Councillor Journal

THAT the motion be withdrawn.

CARRIED

Councillor Journal explained that the recommended terms of agreement as presented by the Maritime Discovery Centre Facilitation Committee were developed to be adopted as a complete package.

Motion to Suspend the Rules of Procedure

Moved by: Councillor Journal

THAT Council suspend the rules of procedure to permit a Motion for Reconsideration.

Recorded vote:

Yes: Councillors Williams, Noble, Journal, Earle, Beach, Baker, Severson and Mayor Henderson.

No: Councillors Fullarton and Kalivas

CARRIED ON A VOTE OF 8 TO 2

Councillor Journal requested a recorded vote.

Motion for Reconsideration

Moved by: Councillor Journal

THAT Council permit reconsideration of the recommendation related to the harbour redesign.

Recorded vote:

Yes: Councillors Williams, Noble, Journal, Earle, Beach, Baker and Severson.

No: Councillors Fullarton, Kalivas and Henderson.

CARRIED ON A VOTE OF 7 TO 3

Councillor Journal requested a recorded vote.

Amendments to the Agreements between
the City and Tall Ships Landing Developments Inc.
as presented by the Maritime Discovery Centre Steering

Moved by: Councillor Journal

THAT recommended terms of agreement dated December 15, 2009 between the Corporation of the City of Brockville, Tall Ships Landing Developments Inc. and the Steering Committee of the Maritime Discovery Centre of the 1000 Islands, as presented by the Maritime Discovery Centre Facilitation Committee chaired by Gino Giannandrea be approved, be duly prepared and executed in accordance with established City procedures.

CARRIED, AS AMENDED ON A LATER VOTE

Motion to Amend

Moved by: Councillor Journal

THAT Council adopt the recommended terms of agreement dated January 12, 2010 as presented to Council by the MDC Committee during the closed meeting.

CARRIED

Motion to Amend

Moved by: Councillor Journal

Regarding the Marina re-design and docking for Tunnel Bay Harbour, in May 2008 the City and the Developer entered into a Memorandum of Agreement for redesign of the marine and docking. This memorandum included new design for the marina and docking but also contemplated the possibility of improving the design following public and stakeholder consultation and conditional on the further agreement of the parties. This stakeholder consultation resulted in a redesign of the marina that was acceptable to the Developer and the majority of the stakeholders and is being recommended to City Council as the preferred design. This recommended design is commonly referred to as Option A and will be attached hereto. This recommended terms of agreement document contemplates a possibility of further redesign of the marina and docking facilities other than Option A, in form and contents satisfactory to the Developer and the City both acting reasonably and in the context prior consultation and public consultation be undertaken by the City. If this additional consultation results in a new design for the marina other than Option A that is acceptable to the Developer and the

City then this new design will be built based on terms agreeable to both parties. Should this design not be agreed to by the Developer and the City on or before February 26, 2010 the City and the Developer agree that the Memorandum of Agreement of May 2008 will be amended to stipulate Option A as the agreed to design for the marina.

CARRIED

Councillor Fullarton commented on her concerns with respect to the Agreement between Tall Ships Landing Inc. and the Steering Committee of the Maritime Discovery Centre and presented recommended amendments to the Agreement.

Councillor Journal raised a Point of Order stating that the recommendation being presented by Councillor Fullarton was a motion to amend an amended motion.

Councillor Fullarton was granted the consent of Council to put her amendments forward for consideration.

Motion to Amend

Moved by: Councillor Fullarton

THAT Council amend the Agreement between the City and Tall Ships Landing Inc. and the Steering Committee of the Maritime Discovery Centre Facilitation Committee to change the timing clause in the Brown Field Agreement to include a minimum 3 year start date.

DEFEATED

Motion to postpone the adjournment hour (11:57 pm)

Moved by: Councillor Severson

THAT Council approve of the current meeting going past 12:00 a.m. to 12:30 a.m.

CARRIED

Motion to Amend

Moved by: Councillor Fullarton

THAT the Agreement between the City of Brockville and Tall Ships Landing Development Inc. and the Steering Committee of the Maritime Discovery Centre of the 1000 Islands be amended to state that without a hotel, the interest costs are an ineligible expense in the Brownfield Agreement.

DEFEATED

Motion to Amend

Moved by: Councillor Fullarton

THAT the Agreement between the City of Brockville and Tall Ships Landing Developments Inc. and the Maritime Discovery Centre Steering Committee be amended to state that a tax receipt will not be given for FSI.

DEFEATED

Motion to Amend

Moved by: Councillor Fullarton

THAT the Agreement between the City of Brockville and Tall Ships Landing Developments Inc. and the Maritime Discovery Centre Steering Committee be amended to state that all extra costs be shared equally between the two parties to the Agreement.

DEFEATED

Motion to Amend

Moved by: Councillor Fullarton

THAT the Agreement between the City of Brockville and Tall Ships Landing Development Inc. and the Steering Committee of the Maritime Discovery Centre be amended to state that no City money will be spent on parking until the City is informed of what is being built and until a further parking study is completed.

DEFEATED

The vote on the original motion, as amended, was now taken and the motion was carried.

Moved by: Councillor Journal

THAT recommended terms of agreement dated December 15, 2009 between the Corporation of the City of Brockville, Tall Ships Landing Developments Inc. and the Steering Committee of the Maritime Discovery Centre of the 1000 Islands, as presented by the Maritime Discovery Centre Facilitation Committee chaired by Gino Giannandrea be approved, be duly prepared and executed in accordance with established City procedures.

THAT Council adopt the recommended terms of agreement dated January 12, 2010 as presented to Council by the MDC Committee during the closed meeting.

Regarding the Marina re-design and docking for Tunnel Bay Harbour, in May 2008 the City and the Developer entered into a Memorandum of Agreement for the redesign of the marina and docking. This Memorandum of Agreement included a new design for

the marina and docking but also contemplated the possibility of improving the design following public and stakeholder consultation and conditional on the further agreement of the parties. The stakeholder consultation resulted in a redesign of the marina that was accepted by the Developer and the majority of the stakeholders and is being recommended to City Council as the preferred design by city staff. This recommended design is commonly referred to as design Option A and will be attached hereto. This Recommended Terms of Agreement document contemplates the possibility of a further redesign of the marina and docking facilities other than Option A, in form and content satisfactory to the Developer and the City both acting reasonably and in the context prior consultations and the public consultation be undertaken by the City. If this additional consultation results in a new design for the marina other than Option A that is acceptable to the Developer and the City then this new design will be built based on terms agreeable to both parties. Should a new design not be agreed to by the Developer and the City on or before February 26, 2010 then the City and the Developer agree that the Memorandum of Agreement of May 2008 will be amended to stipulate Option A as the agreed to design for the marina.

Recorded vote:

Yes: Councillors William, Noble, Journal, Earle, Beach, Baker and Severson

No: Councillors Fullarton, Kalivas and Mayor Henderson

CARRIED ON A VOTE OF 7 TO 3

Councillor Journal requested a recorded vote.

MOTION TO RETURN TO COUNCIL

Moved by: Councillor Baker

THAT we revert from Committee of the Whole Council, to Council.

CARRIED

ADOPTION OF REPORT OF THE COMMITTEE OF THE WHOLE COUNCIL

Moved by: Councillor Baker

Seconded by: Councillor Severson

THAT the report of the Committee of the Whole Council be adopted and that the necessary actions or by-laws be enacted.

CARRIED

BY-LAWS

001-2010	A By-law to Authorize the Appointment of Municipal Law Enforcement Officers and Peace Officers as it Applies to the Private Property of The Brockville General Hospital 75 Charles Street site and 42 Garden Street site
002-2010	Being A By-Law to Authorize the Mayor and City Clerk to Execute an Agreement Between the Corporation of the City of Brockville and Her Majesty the Queen in Right of Ontario as Represented by the Minister of Energy and Infrastructure and the Minister of Health Promotion for the Rehabilitation of Centennial Youth Arena and of the Brockville Memorial Athletic Complex

BYLAWS FIRST AND SECOND READING

- (i) Moved by: Councillor Earle
Seconded by: Councillor Beach

THAT By-laws Numbered 001-2010 and 002-2010 be introduced and the same be now read a first and second time.

CARRIED

BYLAWS THIRD READING

- (i) Moved by: Councillor Earle
Seconded by: Councillor Beach

THAT By-laws Numbered 001-2010 and 002-2010 be now read a third time, signed by the Mayor and Clerk, sealed with the Seal of the Corporation and be recorded.

CARRIED

CONFIRMATORY BYLAW FIRST AND SECOND READING

- (i) Moved by: Councillor Earle
Seconded by: Councillor Beach

THAT By-law Number 003-2010 to confirm the Proceedings of Council at its meeting held on January 12, 2010 be read a first and second time.

CARRIED

CONFIRMATORY BYLAW THIRD READING

- (i) Moved by: Councillor Earle
Seconded by: Councillor Beach

THAT By-law Number 003-2010 to confirm the Proceedings of Council at its meeting held on January 12, 2010 be now read a third time, signed by the Mayor and Clerk, sealed with the Seal of the Corporation and be recorded.

CARRIED

ADJOURNMENT

- (i) Moved by: Councillor Earle
Seconded by: Councillor Beach

THAT Council adjourn its proceedings to the next regular meeting scheduled for January 26, 2010.

The meeting adjourned at 12:40 a.m.

CARRIED

Mayor

Clerk



BROCKVILLE
CITY OF THE 1000 ISLANDS

Mayors Remarks

Wednesday, January 20, 2010



BROCKVILLE
CITY OF THE 1000 ISLANDS

Process This evening

Delegations

10 minutes each

Questions by Council

Follow-up By Principal Proponent

Council Debate

Rules and procedures

Privilege and Order

Focus On Topics at Hand



BROCKVILLE
CITY OF THE 1000 ISLANDS

Agreements that will be referenced tonight

- *Partnership Agreement*
 - *Purchase Agreement*
 - *Operating Agreement*
- *Build Canada Agreement*
- *Site Plan Agreement*
- *Marina MOU*
- *Brownfield Site Specific Agreement*



BROCKVILLE
CITY OF THE 1000 ISLANDS

The MDC Project

- *Maritime Discovery Center of the 1000 Islands*
- *Public Private Partnership between The City and TSL*
- *Being overseen currently by a steering committee defined by the 3p agreement*
 - *Gino Giandreas*
 - *Tony Barnes*
 - *Dave Cybolski*
 - *Mary Jean McFall*
 - *Brad Snelling*
 - *Ian Coristine*
 - *Paul Fournier*
 - *Simon Fuller*
 - *Mayor Henderson*



BROCKVILLE
CITY OF THE 1000 ISLANDS

The MDC Project - Status

- *Agreements need to be adjusted to match Build Canada Requirements*
- *Agreements need to be adjusted to meet needs of participants and the project*
- *MDC committee is making recommendations to council as to path forward*



BROCKVILLE
CITY OF THE 1000 ISLANDS

The MDC Project

27,000 square foot experiential learning facility based on the Islands, the river, and Brockville

Anchor tourism Attraction

\$19 million capital budget

\$1.5 million annual operating budget

Public –Private Partnership - TSL & CITY

\$12 million in capital funding from Build Canada

Freehold building owned by the City- attached to TSL

Operated by the MDC not-for profit – Board of Directors

6 years to build and get up and running



BROCKVILLE
CITY OF THE 1000 ISLANDS

The MDC Project

City of Brockville Current Financial Commitments

- *\$1.5 million Capital*
- *Broad Street upgrade / Harbour reconfiguration*
- *\$150,000 annual operating funding*
- *\$60,000 annual in-kind funding*

Additional ask

- *\$1.07 million to apply to parking*



BROCKVILLE
CITY OF THE 1000 ISLANDS

The MDC Project

Risk

- *Shortfalls in Capital fundraising or sponsors*
- *Shortfall in Operating Budget*

Reward

- *Anchor Tourism Attraction, 35-40,000 visitors, educational value*
- *Economic Development and downtown revitalization*

GLAHOLT LLP

BARRISTERS & SOLICITORS

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CERTIFIED BY THE LAW SOCIETY
AS A SPECIALIST IN
CONSTRUCTION LAW

January 11, 2010

VIA E-MAIL: themayor@brockville.com

The Corporation of the City of Brockville
1 King Street West
Brockville, ON
K6V 7A5

Attention: His Worship David Henderson, Mayor

Dear Mayor Henderson:

**Re: The Corporation of the City of Brockville
Re: WPCC Upgrades Project
Re: Recommendation for Award of Contract
Our File No. 85/09**

We are solicitors for Torbear Contracting Inc., a prequalified bidder for the City's Brockville Water Pollution Control Centre (WPCC) Upgrades Project 2009-02.

We have for review an email from the City's Senior Project Manager, Lucas Smith, of MHPM Project Managers Inc. of 6:41 p.m. Friday, January 8, 2010 attaching MHPM's Recommendation for Award of Contract.

We understand that MHPM's Recommendation will come before City Council at its meeting to be held at 7:00 p.m. Tuesday, January 12, 2010.

Please be advised that if MHPM's Recommendation is adopted by City Council it would in our view constitute a breach of the City's tender contract entitling our client to damages for lost profit and overhead on this \$35 million project.

The basis of MHPM's Recommendation is set out in their January 4, 2010 document as follows:

The bids were evaluated to identify the cost to the City, giving regard to the impact of the July 1, 2010 implementation of Harmonized Sales Tax. For each bid the cost to the City was calculated as the tendered price net of the amount of PST which will not be payable as a consequence of HST implementation. This evaluation, which ensures the best value for the City while treating all bidders fairly and equally, was confirmed by Aird & Berlis, the City's expert legal advisor.

[Emphasis added]

MHPM's Recommendation is based not upon a comparison of the Total Tendered Amounts, as mandated by Article 25 of the City's Information for Tenderers (quoted below), but upon some presumed position that the City might be in if HST is implemented as MHPM presumes it might be. This basis of comparison is directly contrary to Article 25 which obliges the City to compare on the following basis:

25. Taxes

...

(a) Total Tendered Amount:

...

2. Bids will be compared based on the Total Tendered Amount as identified on the Form of Tender, Schedule of Items and Prices.

[Emphasis added]

Torbear's Total Tendered Amount of \$34,246,199 including PST and excluding GST is low bid. Torbear is entitled to award of this Contract under the terms of Article 25.

At the very least MHPM's Recommendation must be tested judicially before being relied upon by Council.

There is a long line of authority for the proposition that an owner is obliged to treat all bidders fairly and in good faith and that the owner is in breach of its contractual obligations under the tendering contract, Contract A, where it awards the contract on the basis of considerations or criteria extraneous to those identified in the tender documents themselves (*George Wimpey Canada Ltd. v. Hamilton-Wentworth (Regional Municipality)* (1999), 48 C.L.R. (2d) 236 (Ont. C.A.) as adopted by the Supreme Court in *M.J.B. Enterprises Ltd.*, [1999] 1 S.C.R. 619). Furthermore, the City's privilege clause cannot be used to graft undisclosed considerations or criteria onto its published tender document (*Chinook Aggregates Ltd. v. Abbotsford (Municipal District)* (1989), 35 C.L.R. 241 (B.C. C.A.), approved in *Martel Building Limited v. Canada*, [2000] 2 S.C.R. 860).

We are prepared to co-operate with the City's external counsel, Aird Berlis, to return an application on the first mutually available date in either Toronto or Brockville to seek a judicial interpretation of the City's Information for Tenderers in this context.

We trust that the City will defer acting upon MHPM's Recommendation until it can be considered judicially.

Please have your legal counsel at Aird Berlis advise us today how the City intends to proceed so that we may protect our client's rights.

Yours very truly,

GLAHOLT LLP



Duncan W. Glaholt

DWG/tds

- cc: City of Brockville, Councillors
Jason Baker, West Ward, jwbaker@brockville.com
Gord Beach, East Ward, gbeach@brockville.com
Jeff Earle, East Ward, jearle@brockville.com
Jane Fullarton, West Ward, bruce.fullarton@sympatico.ca
Larry Journal, Centre Ward, larry@eecentre.com
Mike Kalivas, West Ward, mkalivas@ripnet.com
Henry Noble, Centre Ward, hnrynbl@hotmail.com
Louise Severson, Centre Ward, louise_severson4@sympatico.ca
Stu Williams, East Ward, stuwilliams82@hotmail.com
- cc: City of Brockville, Conal Cosgrove, Director of Operations, ccosgrove@brockville.com
- cc: MHPM Project Managers Inc., Lucas Smith, Senior Project Manager, lsmith@mhpm.com
- cc: Aird and Berlis LLP
Attention: Mr. Bernie McGarva, bmcgarva@airdberlis.com

January 12, 2010

Mayor and Council
City of Brockville
Box 5000
Brockville, Ontario

Dear Sir or Madam:

The Brockville and District Chamber of Commerce is the 'Voice of Business' in this community serving over 530 members including businesses of all sizes and within all sectors. Our mission statement is to foster a competitive business environment in the Brockville region that benefits the people of this region through the growth of jobs, wealth and quality of life.

The Brockville & District Chamber of Commerce (the "Chamber") has reviewed and discussed the "Proposed Terms of Agreement" presented by the Steering Committee of the Maritime Discovery Centre of the 1000 Islands (the "MDC") at the City Council meeting held on December 15, 2009 addressing changes proposed to the Partnership Agreement between the City of Brockville and Tall Ships Landing Developments Inc. and related and proposed agreements (together, the "Amended Terms").

The Chamber takes the following position on the Amended Terms, and on the overall project comprehending the MDC and the connected Tall Ships Landing ("TSL") condominium project.

1. The Chamber's position relative to the MDC, on record, prior to the announcement of the Amended Terms, has been that it fully supports the project provided that it is conducted in a fiscally responsible manner.
2. The Chamber reiterates and restates this position and has the following further comment on its position on the MDC, TSL and the Amended Terms:
 - a. The Chamber believes that this project, being the MDC and TSL, is more critical than ever to the economic well-being of Brockville and area and strongly recommends to City Council that it do everything in its power to support the fulfillment of this vision for our community.

- b. This position of support for the project is consistent with the Chamber's longstanding ongoing support for (1) Downtown revitalization; and (2) the documented need for an Anchor Attraction on Brockville's waterfront.
- c. The Chamber's support for this project is predicated, in part, on its view that the Fuller Group has a first-class reputation for quality design and construction. It is a committed, established developer with a proven track record. Brockville needs and should be able to depend on this credibility.
- d. The Chamber supports the City's view that the MDC and the TSL condominium tower should be built concurrently and believes that the provisions in the Amended Terms adequately address this concern.
- e. The Chamber recommends to the City, the MDC and TSL that, for the sake of transparency, there needs to be public disclosure of the basis for the construction budget of the MDC (recommend use of the budget presented in the Building Canada application). Alternatively the City could provide a Capital Project Management page in its conventional format that outlines total cost and all sources of funding for public release.
- f. The Chamber further recommends independent third party verification of the construction costs of the MDC, including the allocation of the percentage of the overall project costs to the MDC of the construction of the building. This third party verification can take place as the tender process occurs. NEW
- g. The Chamber strongly recommends that the City and TSL resolve the issues relating to the redesign of the Marina so as not to jeopardize the balance of this project.
- h. The Chamber strongly recommends to the City that the City needs to provide, at its expense, adequate additional parking in the immediate vicinity of the MDC to satisfy the increased demand for parking created by the MDC and TSL. The additional parking will also serve to remedy an existing need for parking for commercial businesses in the Boardwalk building.
- i. The Chamber views the City's commitment to this project as an investment in the future. It is a unique and complicated project. The City has the opportunity to take a calculated risk in order to realize a vision for the future of our community. Without risk, there is rarely return.

3. We recommend that you vote "Yes" on January 12, 2010.

RECOMMENDED TERMS OF AGREEMENT -REVISED

January 12, 2010

Parties:

THE CORPORATION OF THE CITY OF BROCKVILLE

(herein referred to as the "City")

TALL SHIPS LANDING DEVELOPMENTS INC.

(herein referred to as the "Developer" or "TSL")

STEERING COMMITTEE OF THE MARITIME DISCOVERY CENTRE OF THE 1000 ISLANDS

(herein referred to as the "MDC")

The following are the recommended terms of agreement between the City, the Developer and the MDC that have come out of negotiations facilitated by the Steering Committee of the Maritime Discovery Centre of the 1000 Islands. Facilitation sessions were held on: November 19, November 23, November 30, December 6 and December 9, 2009.

For clarity, the following terms are a statement of the spirit of amendments to existing agreements or new agreements to be made between the parties. The formal agreements, as created or amended, will contain wording that captures the spirit of the statements made in this term sheet. There is likely to be wording revision but the spirit will remain constant. The formal agreements / amendments to existing agreements, as applicable, will be prepared and entered into following approval of these terms of agreement by TSL, the MDC and, for the City, Brockville City Council.

Concurrent Build – Agreement of Purchase and Sale

1. The City shall enter into an agreement of purchase and sale with TSL for the construction and purchase of the MDC which shall be conditional in the City's favour on TSL constructing no less than twelve (12) storeys of condominium residences in addition to the three (3) podium floors; and conditional in TSL's favour on project financing. Condition date to be December 31, 2010.

The Agreement will contain a statement that TSL will re-state its intention, on a non-binding basis, to construct the full multi-use facility as per the site plan application previously submitted by the Developer and approved by Council.

Agreement to include provision for the City to authorize expenditure of the money required to do the construction necessary for the blasting, the foundation (to 4 feet below grade) and the footings for the MDC, between now and June 2010, estimated at \$75,000 which is included in the MDC's \$1.15 million expenditure between now and June 2010. See Appendix "A" attached.

Agreement to include the estimated costs of the freehold and an appendix to outline how costs will be determined for the share of common elements such as mechanical and concrete.

The Agreement will provide that the land cost will be donated by the developer; the MDC will be approximately 27,000 square feet and the City shall have satisfied itself that the Agreement reflects those other fundamental aspects of the Building Canada application, as they relate to the base building that formed the basis for the grant.

Operating Agreement and Oversight

2. The P3 Agreement will be amended to provide for an Operating Agreement between the MDC and the City (as owner of the Real Property) during the period when the City shall hold title to the MDC.

The Operating Agreement will provide, in part, for:

- a. The City is responsible for the accounting and financial statements of the MDC.
- b. The MDC will be responsible to provide financial reporting to City Council and TSL on as frequent a basis as required – quarterly, perhaps, moving to annual as the operation becomes more mature.
- c. Financial reporting will include presenting the MDC's financial statements, annual budgets and variance reports.
- d. If City Council or TSL is uncomfortable with the financial direction of the MDC then the City/TSL and the Board / Staff of MDC will meet and work cooperatively to seek to resolve the financial issues identified.
- e. The City and TSL have the right to create an Oversight Committee who will apply the necessary financial tests to determine if a Supervisor is required to be appointed to resolve the financial issues identified.

Composition of the Committee: one appointee of the City (one appointee of TSL and a professional with the necessary credentials for the issue at hand, appointed by agreement of the other two members of the committee.

- f. Upon the recommendation of the Oversight Committee, City Council shall pass a resolution to appoint the Supervisor whose function shall be to usurp the function of the Board of Directors of the not-for-profit, being the MDC. The Supervisor shall have full and sufficient authority to make any and all decisions necessary to return the MDC to fiscal health. The City shall become responsible for the operation of the MDC through the Supervisor. This does not *oblige* the City to spend additional money.
- g. At any time, the City, TSL or the Board of the MDC can apply to the Oversight Committee to determine if the financial issues have been resolved and if the operation of the MDC can be restored to MDC Board and Staff. On recommendation from the Oversight Committee, City Council shall retire the Supervisor and return operations to the MDC Board and Staff.

Governance

- 3. The letters patent of the NFP will provide that the Board of Directors will be comprised of 12 members. The City has the right to appoint 4 members, TSL has the right to appoint 4 members and those 8 members shall have the right to appoint 4 members. The Chair of the Board will have a casting vote in the event of a tie.

Scope of the Project

- 4. The parties agree that the first sentence of paragraph E of the current partnership agreement will be modified to read as follows

"The Maritime Discovery Centre, as fully constructed, will contain a gross area of approximately **27,000** square feet which will include the Elevated Captain's Walk, Pilot House, a three storey "Kelpie Atrium" and a Discovery Hall on the third level with a capital budget of **\$18,000,000.00** and anticipated annual operating budget of **\$1,500,000.00**. The concept of the Maritime Discovery Centre, has been further described in: (i) a 40 page Power Point presentation made by the Developer dated September 5, 2007, (ii) an associated White Paper and (iii) the report prepared by The Economic Planning Group of Canada entitled "An Anchor Attraction for Brockville: The Maritime Discovery Centre and other Waterfront Enhancements", dated August 2007, copies of which are attached hereto;"

Developer's Contribution

5. TSL agrees to contribute the bonus of \$1,080,000 that it had previously offered to pay concurrent on the construction of the MDC without consideration as to the final height of the building. The Developer's contribution shall be provided in installments that are equal to the City's capital investment. If the MDC is not built on these premises due to agreed upon conditions not being met, these amounts constitute sunk costs to both sides and are not recoverable by either from the other and neither party shall be required to make further contributions.
6. The City agrees that Clause 44 of the current Brownfield's Redevelopment/CIP Funding Agreement between the parties will be modified by the removal of that part in which the owner covenants that Phase 1 of the project "shall commence no later than June 30, 2009 (later amended 2010)" and that Phase 1 "shall be substantially completed within 24 months of the commencement date, excepting delays..... (135) days in aggregate". The balance of the clause will be modified to ensure that the Owner's rights to receive Program Assistance under this agreement shall cease following the completion of the last unit of the last phase of the project but in no case shall such rights continue later than June 30, 2022 plus 135 days for delay which does not represent a material change to the current agreement. The balance of the Brownfield's Agreement shall continue in full force and effect without further amendment unless mutually agreed by the parties to it.
7. The parties agree that Section 3 paragraph (b) of the current partnership agreement will be modified to read as follows:

The Developer shall issue an invoice to the City for the development of the Maritime Discovery Centre the Developer's construction management fee for project and management services (in line with a CCDC Construction Management Agreement without risk contract) to be provided by the Developer equivalent to 6% (being 2% for project management during the design development stage and 4% for project management during the construction stage) based on an estimated building construction budget of **\$7,400,000.00** relating to the construction of phase one structure of the Maritime Discovery Centre (excluding any interior fixtures, chattels and improvements), undertaken concurrently with the construction of Phase I of the Tall Ships Landing development (which project and construction management fee shall not

include third party consultants costs incurred relating to the design and construction of the Maritime Discovery Centre) (in this Agreement, such construction management fee is hereinafter referred to as the "Construction Management Fee"). For greater certainty, there will be no increase in the Construction Management Fee should the construction budget for the Maritime Discovery Centre exceed **\$7,400,000.00** provided the construction thereof occurs during Phase I of the Tall Ship Landing development as herein provided.

The Developer will enter into a Donor's Agreement with the City confirming, among other things, its donation of a sum equal to the Construction Management Fee invoiced to the Maritime Discovery Centre to offset such amount.

The Donor's Agreement will provide that the donation of the Construction Management Fee will be co-terminus with substantial performance (as the term is defined in the Construction Lien Act of Ontario) of Phase I of the Tall Ships Landing development. For the purpose hereof, substantial performance of Phase I of the Tall Ships Landing development shall be the date of publication of a Certificate of Substantial Performance pursuant to the Construction Lien Act in respect to work relating to said Phase I of the Tall Ships Landing development including the Maritime Discovery Centre to the extent of its phase one construction. Without limiting the generality of the foregoing, any project and construction management services provided by the Developer in respect to the Maritime Discovery Centre beyond the date of publication of a Certificate of Substantial Performance for Phase I of the Tall Ships Landing development including fee payable to the Developer for same must be the subject of a further agreement made between the City and the Developer.

The Developer shall make an in-kind contribution to the Maritime Discovery Centre which will consist of the agreed upon fair market value of \$150,000.00 of that portion of the Lands upon which the Maritime Discovery Centre will be constructed.

The Partnership Agreement shall provide for the Developer to issue an invoice to the City for the development of the Maritime Discovery Centre to reflect the Developer's fee on Floor Space Index (FSI) of 27,000 sq. ft. at \$50 per sq. ft. for a total of \$1,350,000. The Developer will enter into a Donor's Agreement with the City confirming, among other things, its donation of \$1,350,000 to the Maritime Discovery Centre to offset such amount.

Design and Other Decisions

8. Both parties will agree that the MDC committee will be free to continue its work to design and undertake any construction activity and decisions necessary to enable a building permit for the MDC and its associated components to be applied for concurrently with the building permit application by the developer for Tower 1 including, but not limited to, all remediation and foundation construction. See Appendix "A".

Critical Path

9. The parties agree that the MDC together with the Developer will establish the strategic dates and benchmarks (critical path) for the project and the City, the MDC and the Developer will undertake their best effort to comply with their respective obligations to complete any tasks within the agreed to dates. To facilitate meeting these deadlines and to comply with the Building Canada Contribution Agreement, the City agrees to waive compliance with its purchasing by-law with reference to the construction phase of the MDC.

Removal of "Holding Symbol"

10. The City agrees that it will give the Developer a letter as of the date that these Terms of Agreement are approved by City Council to verify that the "H2 Holding Symbol" on the zoning for the property has been complied with.

Percentage Allocation of Capital Costs and Operating Expenses to MDC

11. The parties agree that within 30 days of the execution of the terms of agreement, the Executive Director of the MDC together with the MDC committee shall negotiate with TSL a formula to determine the percentage allocations to the MDC for:
 - a. all shared capital construction costs for the project;
 - b. all shared operating expenses for the MDC going forward, including agreeing upon what operating expenses will be metered.

The Developer will receive recognition by the MDC on this percentage allocation basis for contributions it has made towards its shared capital costs as payment on account of the zoning bonus.

The percentage allocation of the shared operating expenses and metered expenses shall be confirmed in the Operating Agreement to be made between the City and MDC as well as the Shared Operating Costs Agreement between the MDC, the City and TSL.

The City's costs to date on this project shall also be submitted and reviewed by MDC Committee for purposes of submitting for reimbursement under Building Canada grant or for credit towards the City's contribution.

Relationship of MDC with Hotel and Restaurant

12. The parties agree that as soon as possible following the execution of these terms of agreement, the Executive Director of the MDC together with the MDC committee shall negotiate with TSL to establish the parameters for the commercial relationship between the hotel, restaurant and the MDC. Bearing in mind the Developer's restatement in Paragraph 1 of this Proposal as to his non-binding intention to build the full multi-use facility per the site plan agreement, nothing in this Paragraph 12 obligates the Developer to build the hotel.

It is understood that TSL's commitment to build the restaurant is conditional on the City, as landlord, entering into a non-disturbance agreement with TSL in form and content satisfactory to the City and TSL. The agreement, which may be assigned by TSL to the tenant/operator of the restaurant, shall provide that in the event that the MDC terminates business, the City will not disturb the relationship that the MDC (previously) had with the restaurant to provide convention space, provided that the City will receive the revenue that the MDC previously had received for providing access to the convention space. Nothing in the non-disturbance agreement will restrict the City's right to sell the MDC premises in its discretion.

Burying Hydro Lines along Flint Street

13. The parties confirm that the decision on the burying of the hydro line on Flint Street and similar decisions shall continue to be the responsibility of the MDC upon execution of the new Partnership agreement.

Marina Re-Design and Docking

14. In May 2008, the City and the Developer entered into a Memorandum of Agreement for the re-design of the marina and docking. This Memorandum of Agreement included a new design for the marina and docking but also contemplated the possibility of improving the design following public and stakeholder consultation and conditional on the further agreement of the parties. The stakeholder consultation resulted in a re-design of the marina that was accepted by the Developer and the majority of the stakeholders and is being recommended to City Council as the preferred design by City staff. This recommended design is commonly referred to as design "Option A" and will be attached hereto. This Recommended Terms of Agreement document contemplates the possibility of a further re-design of the marina and docking facilities, other than Option A, in form and content satisfactory to the Developer and the City, both acting reasonably and in the context of prior consultations and the public consultation to be undertaken by the City. If this additional consultation results in a new design, for the marina, other than Option A, that is acceptable to the Developer and the City then this new design will be built based on terms agreeable to both parties. Should a new design not be agreed to by the Developer and the City on or before February 26, 2010 then the City and the Developer agree that the Memorandum of Agreement of May 2008 will be amended to stipulate Option A as the agreed to design for the marina.

Parking

15. The City will agree to commit an additional amount of cash of \$1,070,000 to create approximately 100 public parking spaces to compensate for the loss of spaces on Broad St. and to accommodate some of the increased needs that will result from the entire development. It is estimated that

these space will have a value of \$2,200,000. The MDC budget and TSL will make up the difference. The City will own these parking spaces but they will be operated by the MDC. The City's cash contribution to the MDC will remain unchanged at \$1,500,000 for capital and \$150,000 per year in operations. The City's in-kind contributions also remain unchanged.

Signed at Brockville this ____ day of January, 2010

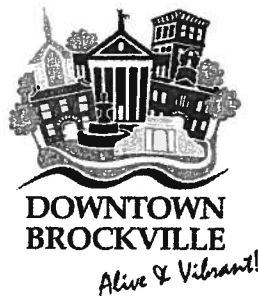
For the City of Brockville

For Tall Ships Landing Developments Inc.

For the Steering Committee of the Maritime Discovery Centre

Requirements and Sources of Funds - MDC - Jan - June 2010

includes \$ spent to date



January 8, 2010,

To: The Mayor and Council of the City of Brockville
From: DBIA Board of Management

Re: Vote of Support for MDC on January 12, 2010

The Downtown Business Improvement Area would like to express our full support of the Tall Ships Landing and Maritime Discovery Center development. We believe that these projects, especially the Maritime Discovery Centre will further establish Brockville as a popular destination area. We see this as a plus not only for Brockville but in particular to our membership in that it will inevitably increase business to the downtown core.

The DBIA has reviewed the "Proposed Terms of Agreement" presented by the Steering Committee of the Maritime Discovery Centre of the 1000 Islands (the "MDC") at the City Council meeting held on December 15, 2009 addressing changes proposed to the Partnership Agreement between the City of Brockville and Tall Ships Landing Developments Inc. The DBIA takes the position on the following terms:

Item # 14 Marina Re-Design and Docking and Item # 15 Parking

The DBIA represents over 350 businesses, professionals and landlords and we find it very troubling that this organization would not have been involved in any of the discussions or negotiations, considering the recommended terms of agreement states that it would have "public and stakeholder's consultations and conditional on further agreement of parties". Our concerns with the proposals are; availability of sufficient transient docking along with ample public parking for visitors and members of the downtown. Given the proposals at hand it is the position of the DBIA that you would allow time for additional study of the options available to determine what will be beneficial for everyone. We would be more than willing to discuss our position further on this subject, and it is our hope that you will take this request into consideration and allow for the additional study to be conducted before making a final decision.

DBIA Board of Management

January 11, 2010

FROM: Boardwalk Commercial & Residential Owners

TO: Mayor Henderson & Council

RE: PARKING

On Tuesday January 12th you will be voting on the "Terms of Agreement" as presented by the MDC steering committee.

After reviewing the agreement as well as "*Parking Calculations for Tall Ships Landing – July 2009*" (copy incl'd below), paragraph 15 states the City will be contributing \$1,070,000 to create "*100 public parking spaces to compensate for loss of spaces on Broad St. and to accommodate some of the increased needs that will result from the entire development.*" :

- We see that there are 164 actual parking spaces with a minimum requirement for 156 spaces NOT including the MDC parking requirements. This calculation relies heavily on off site parking per a Cash-In-Lieu-Agreemnt. Also, although "Broad St." is specifically mentioned in para. 15 of the agreement, Broad St & it's requirements (17 or so) are not even listed as a "User" in the calculation.
- Of the 100 public parking spaces the City wants to purchase, apparently 55 or so will be on site with 45 off site under the cash in lieu agreement. Normally a developer (i.e. TSL & MDC) pays the City a cash in lieu payment for shortage of parking. In effect, will the City be giving the developers their portion of the cash in lieu payment back to them ? Apart from the 94 spaces for condos, there will be 62 spaces left for the restaurant, hotel, etc. and the City wants to buy 55 of them ? With all revenue going to the MDC ? Why is the City buying these parking spaces? We're trying to understand the logic in this major expenditure.

Furthermore:

- Our parking needs are primarily for our commercial purposes: short term, metered parking within close proximity (*although through DBIA is free 2 hour limit for the client/customer*). Remember we live in Brockville not Toronto. The parking we are talking about is not for ourselves or our staff, we already pay for that separately and is not the issue.
- We are very concerned about our property values. We have commercial business units in an area zoned as commercial, and are about to lose "public" street level parking anywhere nearby. That has to have a negative effect. It's often said that with the MDC property values will go up. Perhaps if we had retail gift shop type businesses they would but we are commercial places of business.
- The Boardwalk has a Cash In Lieu Agreement signed in 1986. We don't believe it has an expiry date.

Although it is appreciated that the MDC has invited us to use their parking structure, we don't believe there truly will be available parking to replace what we will be losing in any meaningful way. Paragraph 15 offers more questions than answers. We understand and appreciate parking is a major problem for all concerned. We would like to continue to work with the City, MDC & DBIA to try to resolve this dilemma for all concerned.

Boardwalk Commercial & Residential Owners

PARKING CALCULATIONS FOR TALL SHIPS LANDING - JULY 2009

For Site Plan Approval - Phase 1

Phase 1 - Uses	Parking Ratio	Parking Required	Parking Required + Additional Allowed by Cash-In-Lieu Agreement****
85 Condos	1.1 per unit @ 85	93.5 = 94	129****
Boutique Hotel	1 per unit @ 33	33	33
Restaurant **	4 per 100 m ²	17	17
Marine Commercial (Retail)	4 per 100 m ²	12	12
Marina ***	0.5 spaces per boat slip	0	0
MDC	1 per 50 m2 display area	To be provided off site per Cash-In-Lieu Agreement	
Total Required for Phase 1		156	156
Total Supplied for Phase 1****		164	191

Phase 2 - Uses	Parking Ratio	Parking Required	Parking Required + Additional Allowed by Cash-In-Lieu Agreement****
32 Condos	1.1 per unit @ 32	35.2 = 36	
Total Required for Phase 2		36	36
Total Supplied for Phase 2		46	45

Phase 3 - Uses	Parking Ratio	Parking Required	Parking Required + Additional Allowed by Cash-In-Lieu Agreement****
33 Condos	1.1 per unit @ 33	36.3 = 37	
Total Required for Phase 3		37	37
Total Supplied for Phase 3		63	38

* Calculations for unit numbers taken from the drawings submitted by Simon Fuller - Preliminary Site Plan
 ** Restaurant (assuming the patio area is less than 50% of the overall indoor seating area)
 *** Boat slips are assumed to be committed to the condominium units and are not considered as a commercial marina per the Cash-In-Lieu of Parking Agreement. Otherwise parking is to be provided at a rate of 0.5 parking spaces per vacant boat slip.
 **** Maximum of 35 parking spaces provided through Cash-In-Lieu of Parking Agreement. Shown as total supplied in Phase 1, 33 may be used any phase.

Parking Required - All 3 Phases: 229

Parking Supplied - All 3 Phases: 242

Parking Required plus cash-in-lieu - All 3 Phases: 264