

EXHIBITION PLACE

July 28, 2004

To: The Board of Governors of Exhibition Place

From: Business Development Committee

Subject: **Letter of Intent for Extreme Sports Park Development**

Recommendation:

It is recommended that the Board give consideration to this report.

Background:

At its meeting of July 27, 2004, the Business Development Committee considered and referred to the Board a report dated July 20, 2004 from the General Manager & CEO entitled "Letter of Intent for Extreme Sports Park Development" and requested the following two items be reported directly to the Board at its July 29th meeting:

- (1) City of Toronto Parks & Recreation staff to report:
 - (a) Hours of operations;
 - (b) Lighting levels;
 - (c) Noise attenuation – possibility of enclosing facility with walls similar to those along the major highways;
 - (d) Experience of other similar facilities;
 - (e) Safety concerns;
 - (f) Supervision of facility when in operations;
 - (g) Levels of sound (ie music) and time periods; and
- (2) Exhibition Place staff to investigate alternate locations within Exhibition Place.

Discussion:

The following is an extract of the Recommendations, Background and Discussion portion of the above-noted report from General Manager & CEO of Exhibition Place.

“Recommendation(s):

It is recommended that the Board:

- 1) Approve of entering into the LOI attached as Appendix “A” with the City of Toronto, the proponent, Michael Heaton and enter into a long-term lease with the City substantially in the

form of the LOI and such other terms and conditions required by the General Manager and the City Solicitor;

- 2) Seek the necessary approvals from City Council;
- 3) Establish a design review team made up of representatives of the City and Heaton, the Chair of the Board, Councillor Watson and an Exhibition Place staff member which review team will have the mandate to work with the design consultant for the extreme sports park; and
- 4) Report back to the Board on the final design of the project and the construction plan and timetable.

Background:

At its meeting of February 27, 2004, the Business Development Committee received a preliminary report from staff about the potential development of an extreme sports park by a private-sector group represented by Mr. Michael Heaton, and the possible location of such a facility at Exhibition Place. The Committee directed that staff, in consultation with the Chair and Councillor Watson, explore the location and all other issues and report back to the Committee with recommendations to resolve these issues.

At its meeting of June, 2004, the Business Development Committee considered a report dated June 4, 2004, from the General Manager which outlined all issues related to the location of an extreme sports park in the area of the baseball park which included the following matters: location and size of the extreme sports park; impact on green space; impact on the CNE; safety and security; image and perception; financing; operation of the extreme sports park; and timelines/construction. The Committee requested that staff enter into negotiations of a Letter of Intent for the development; hold a community meeting; further address the concerns of the CNEA and report back to the Business Development Committee.

Discussion:

The following is a summary of each of the issues considered by the Committee at its meeting in June, 2004, updated based on discussions that have happened since June.

(a) Location

Mr. Heaton originally presented a proposal for a permanent BMX and skateboard sports park approximately 100,000 sq. ft. in size, to be located in Parking Lot "J", the lot west of Medieval Times. While a final design for the extreme sports park has not been developed, generally, a skateboard/roller blade park would require a hard surface and a BMX bike park requires a separate and distinct area with a dirt/sand surface. However, the location first proposed by Mr. Heaton was not an option given that it is the prime parking area for both Medieval Times Dinner & Tournament and the Liberty Grand Entertainment Complex earning approximately \$410,000 in gross parking revenues.

The compromise location is as shown on Schedule "B" to the LOI attached as Appendix "A". This compromise location is approximately 75,000 square feet which is reduced in size (5,000 sq. ft.) from the June report in order to accommodate the necessary fire exiting requirements for the Medieval Times Dinner & Tournament. However, this compromise location still has the following positives: allows for the development of a 10,000 sq. ft. landscaped area along British Columbia Road which may help to alleviate some of the concerns expressed by Medieval Times and Liberty Grand (see paragraphs (d) and (e) below) as it would set the extreme sports park back from the street and away from the patrons of both tenants while providing an attractive

setting on the street in keeping with the open parks and heritage buildings found in this area; and there is the loss of less green space (see paragraph (b) below).

There are currently 26 trees in the area. However, all these trees except for a few in the proposed landscape area of the compromise option are on the perimeter. A condition of the design and development of the extreme sports park would be that none of these trees can be removed or relocated as noted in paragraph 9 of the LOI.

(b) Impact to Green Space

The proposed extreme sports park location is presently a grassed baseball field with mature trees around the perimeter, a grassed berm to the north, and a chain-link fence that separates it from the surrounding parking lots. In the 2004 Exhibition Place Development Concept Plan adopted by the Board, this area is identified as "parkland".

The extreme sports park proposal would require the replacement of green space with hard surfaces (asphalt, dirt, sand). Recognizing the departure from the Development Concept Plan as a major issue, Mr. Heaton has proposed that the extreme sports park include a landscaped perimeter and additional plantings that could be introduced at either this or other locations on the grounds. Again, this direction is now included in the LOI and will be part of the cost of development of the extreme sports park.

(c) Impact to the CNE

The Lions Clubs International expressed in writing its strong opposition to the loss of the baseball diamond to the extreme sports park and indicated that they would no longer support the annual CNE Pee Wee Tournament if the Exhibition Place baseball field were not available. City Parks and Recreation staff propose that one solution could be the relocation of the annual CNE Pee Wee Tournament to the ball fields at Coronation Park (located across Lake Shore Blvd from Exhibition Place). Some possible benefits to relocation to Coronation Park are as follows: User fees would be waived; scoreboard would be relocated; provides opportunity to expand Tournament as there are multiple diamonds, clubhouse, change rooms, picnic areas, outdoor power sources; and the necessary additional bleachers could still be supplied by Exhibition Place to Coronation Park. In addition, if the Lions Pee Wee Tournament moved to Coronation Park and the extreme sports park was constructed, the extreme sports park could provide the opportunity for a new sports attraction for youth at the CNE – a multi-discipline extreme sporting competition.

On July 13, 2004, staff from Exhibition Place and the City met with representatives of the CNE and the Lions Club to explore a possible move to Coronation Park. Again, the Lions Club representative and the CNE staff expressed their opposition to the move given the 48 year history of the Pee Wee Tournament at its present location. However, with the assistance of the Parks Department, all parties believe that the Tournament could be located to Coronation although there may be a need for some capital investment in order to accommodate the relocation of the snack bar and the announcer booth and Exhibition Place staff would recommend that these minor capital items be included within the overall capital budget for the extreme sports park.

(d) Safety and Security

Concerns about safety and security were expressed by both Medieval Times and the Liberty Grand Entertainment Complex and while the location of the extreme sports park is near these

two enterprises, the area is at the westerly limit of the grounds somewhat hidden by the Medieval Times building and the perimeter of very mature trees.

Accordingly, the LOI (paragraph 9) requires the installation of CCTV (closed-circuit television) cameras at the expense of project so that the facility and surrounding area could be monitored 24 hours a day by Exhibition Place security. We have also informed the Toronto Police of this proposal and they have indicated that there is a public safety and policing environmental design expert on staff who can review the final design.

(e) Image and Perception

Liberty Grand has also expressed concerns about the "perception of possible safety issues" by patrons especially given the demographic profile of the majority of the Liberty Grand clientele. While the LOI requires the installation of a CCTV system and the construction of a parkette on British Columbia, Liberty Grand continues to express its concerns as stated in a letter from Mr. Nick DiDonato attached as Appendix "C".

(f) Financing

A very preliminary estimate to construct the extreme sports park and providing the necessary landscaping, security measure and new parkette on British Columbia is approximately \$1.6 million. None of the capital funding for this project will come from Exhibition Place or the City. Mr. Heaton proposes to raise \$1.4 million from the private-sector and \$200,000.00 would be funded through various grants and funding available through the Federal and Provincial Governments, as well as the City of Toronto. Mr. Heaton indicated that to date he has received pledges for approximately \$750,000.00 from the private sector and following approval of the LOI by the Board and City Council, Mr. Heaton will conduct a fundraising campaign targeting corporate sponsors and businesses to "top-off" the private-sector contribution. The LOI allows the City/Heaton the right under certain conditions (paragraph 14) to attract a naming sponsor which would assist the fundraising campaign. Again, the estimate of \$1.6 million is just preliminary and as noted in paragraph (i) below, the first phase of the project is to engage a design consultant in order to design the extreme sports park and do a full costing model. Before the project moves forward the pledges noted by Mr. Heaton must be actual donations that are deposited in the Exhibition Place Extreme Sports Park Reserve Fund established by City Council.

(g) Operation Post-Construction

As set out in the LOI, Mr. Heaton involvement with the project is as the fundraiser for the capital and as a member of the design review team. However, Mr. Heaton will not be involved in either the tendering or construction of the project or its operation which will be managed by the City and only the City, not Mr. Heaton, will be the tenant on the Board's long form lease agreement. The Director of City Parks and Recreation has indicated that presently there is no funding in the Parks Operating Budget to operate this proposed facility for 2004 or beyond, but it could be submitted for consideration during the 2005 budget deliberations. In addition, the LOI when approved by Council commits the City to funding the operations of this park. The annual costs for Parks and Recreation to manage this facility are estimated to be approximately \$10,000.00.

While the LOI states that the City must abide by all collective agreements between Exhibition Place and its unions, there is also an understanding between the parties that members of City Local CUPE 416 will likely be working in the extreme sports park under the direction of City staff. Exhibition Place does not have a collective agreement with CUPE Local 416, however, Exhibition Place has an operating protocol with Local 416 relating to grounds maintenance which has worked well over the years. Therefore, staff believe that a solution can be worked out with CUPE Local 416 provided the jurisdiction of the Exhibition Place unions is honoured.

(h) Community Response

A meeting of the Ward 14 community was held on July 19th and chaired by Councillor Watson. At that meeting the entire concept was explained to the community and a site diagram presented. Approximately 40 to 50 people attended the meeting which lasted about 2 ½ hours and certainly, the response from the community to all aspects of the proposed extreme sports park was overwhelming support and enthusiasm.

(i) Timelines and Construction Schedule

The following timetable as proposed in the LOI is preliminary and if the project can be completed earlier all efforts will be made to do so. However, construction would always have to be coordinated so as to have minimal impact to the annual CNE.

(i) Report & Approval of LOI by Board of Governors	July 29, 2004
(ii) Report & Approval of EDPC re Parks operational funding & LOI	September 13, 2004
(iii) Report & Approval of P&F re Parks operational funding & LOI	September 15, 2004
(iv) Report & Approval of LOI by Council with approval of Parks operational funding, terms of LOI, establishment of a Exhibition Place Extreme Sports Park Reserve Account	September 28, 29 & 30, 2004
(v) Initial Fundraising Phase by Heaton to raise a minimum of \$160,000	October, 2004
(vi) Engagement of a design architect by City at an amount not to exceed \$160,000	November, 2004
(vii) Finalize the design of Extreme Sports Park & costing analysis – with Board, City & Heaton lead by City consultant at an amount not to exceed \$160,000	November & December, 2004
(viii) Fundraising by Heaton continues to raise minimum as required by costing analysis	January – March 2005
(ix) Finalize long-term lease between Board and City & report as required on terms & conditions	March 30, 2005
(x) Commencement Date – May 1, 2005 or no later than 12 months following City Council approval	April 1, 2005 (latest date September 30, 2005)
(xi) City completes construction of entire park or if agreed to by the City and the Board, City completes phase one	April, May & June 2005
(xii) Opening of Extreme Sports Park	July 2005 (latest date Spring 2006)

Conclusion:

This report outlines the details related to the development of an extreme sports park at Exhibition Place in the location of the present baseball diamond west of the Medieval Times Dinner & Tournament. At the direction of the Business Development Committee, staff have been working with the proponent, Mr. Heaton and the City Parks Department to move forward with this project. The terms and conditions recommended for the basis of a long-term lease with the City are outlined in the LOI attached. There are still some unresolved concerns as noted in the report, however, a resolution of these outstanding concerns cannot be found at this time.

Contact:

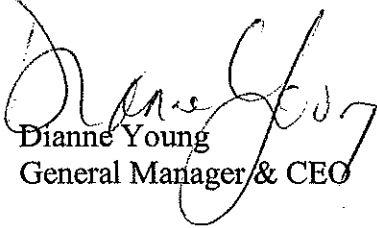
Kathryn Reed-Garrett, Director of Business Development

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On behalf of the Business Development Committee



Dianne Young
General Manager & CEO

Appendix "A"

Terms and Conditions of Letter of Intent

1. Concept: Extreme Sports Park.
2. Use: Principal use includes activities related to an extreme sports park and will include, at a minimum, a BMX track and a skateboard course.
3. Location: In the vicinity of the Baseball Park west of Medieval Times Dinner & Tournament, Exhibition Place (see attached Schedule "A").
4. Premises: Approximately 75,480 sf as set out in Schedule "B" attached hereto.
5. Term: Ten (10) years from the Commencement Date with an option for the Board to renew for a further ten (10) years on terms and conditions to be negotiated.
6. Commencement Date: A date to be determined by the parties provided such date is no later than 12 months following approval by City Council,
7. Minimum Rent: Annual minimum rent of \$1.00.
8. Additional Rent: The City acknowledges that this agreement to lease is fully net to the Board, and that subject to paragraph 10, the City shall pay all costs, charges, taxes, rates and levies associated with the Premises and its occupation of the Premises including but not limited to utilities, services, maintenance, and insurance. Additional Rent will be due and payable during the Term, including but not limited to the Pre-Construction/Construction Period.
9. Capital/Leasehold Improvements: The City accepts the Premises "as is", and, subject to the approval of the Board, further agrees to invest approximately \$1.6Million (or such other amount as determined in the costing analysis completed by the design consultant provided such amount is not less than \$1.0M) for the design and construction of capital and leasehold improvements as approved by the Board and funded in accordance with paragraph 10 of this Letter. Subject to paragraph 22 below, such capital and leasehold improvements and leasehold fixtures to be completed on/before the official opening of the Extreme Sports Park. The City shall engage a qualified designer of extreme sports parks and representatives of the Board, City and Heaton will be included as part of the design team. The final design shall set out in detail the BMX track and skateboard course to be constructed at the Premises and shall incorporate measures to address security (including but not limited to a CCTV system), landscaping, view corridors, street landscaping, signage, a parkette on British Columbia Drive, lighting, access and such other matters as required by the Board and subject to Board approval. The City and Heaton acknowledge that the final design at a minimum will not require the removal or relocation of any existing trees on the Premises. The City will be responsible for all approvals, tendering, and construction and for the provision and retention of security and

insurance as required by the Board. Any construction that is to take place during the CNE period must be approved by the Canadian National Exhibition Association (the "CNEA"). Prior to the commencement of any construction, performance bonds and payment bonds must be posted with the Board in a form and content satisfactory to the City Solicitor and City Risk Manager.

10. Capital Funding: Heaton will undertake a fundraising campaign and prior to the commencement of construction will raise sufficient funds in the name of the City of Toronto to construct the Extreme Sports Park as per the Board approved design in accordance with paragraph 9 above. The City will take all steps necessary to have City Council establish an Exhibition Place Extreme Sports Park Reserve Fund in order to receive any such donations and in accordance with the *Municipal Act*, and to issue tax receipts to any donor.

11. Closure of the Exhibition Place Lands/Extreme Sports Park:

- (a) The City and Heaton acknowledge that from time to time during the Term, Exhibition Place may be totally closed to the public on a temporary basis and/or an admission fee may be charged to enter Exhibition Place. At such times, special provision will be made by the Board to facilitate access to the Premises by the City for maintenance operations only.
- (b) Closure for CNE/Molson Indy: Despite clause (a) the City and Heaton acknowledge that the Board shall have the right, to close the grounds of Exhibition Place, and to interfere with, interrupt or prevent access to the Premises during the CNE and if required by the Molson Indy organizers or the City of Toronto Police Department during the Molson Indy event. If the park must be closed during the CNE and the Molson Indy, the Board will facilitate access to the Premises by City staff for essential maintenance operations only. Any other access or operation of the Premises will be subject to the prior consent of the Molson Indy and the CNE.
- (c) Closure of Premises: Despite clause (a) the City and Heaton acknowledge that the Board shall have the right, during or in connection with any future Olympics or World's Fair to close the grounds of Exhibition Place, and to interfere with, interrupt or prevent access to the Premises. During such events the Board will facilitate access to the Premises by the City staff for essential business operations only.
- (d) If access to the Premises is prevented for any reason under clause (a), (b) or (c) there shall be no abatement or reduction in Minimum Rent or Additional Rent, nor shall the City receive any compensation for loss of business or claim of any kind.

12. Waterfront Redevelopment:

- (a) The City and Heaton acknowledge that they are aware of the joint initiative undertaken by the City of Toronto, the Federal Government and the Province of Ontario with respect to the renewal of Toronto's waterfront lands (which include

Exhibition Place) and the incorporation of the Toronto Waterfront Revitalization Corporation (TWRC) to lead this waterfront renewal. The City and Heaton shall familiarize themselves with "Our Toronto Waterfront", a report presented to City Council by the Toronto Waterfront Revitalization Task Force led by Robert A. Fung and endorsed by City Council in March 2000, and "Making Waves" a report presented to City Council by City of Toronto Urban Development Services in October 2001, and the "Central Waterfront Secondary Plan" adopted by City Council April, 2003. In addition, the TWRC is required to produce on an annual basis a "Business Plan" and once produced the City and Heaton shall familiarize themselves with this annual Plan. For the purpose of this clause, "Our Toronto Waterfront", "Making Waves", the "Central Waterfront Secondary Plan" and the TWRC "Business Plan", all as amended and supplemented from time to time, are referred to collectively as the "Waterfront Revitalization Plan".

- (b) The City agrees that this clause (b) shall constitute notice from the Board that the Front Street Extension project may be proceeding and if it proceeds, it will have an impact on the Exhibition Place grounds and that the City shall not be entitled to any compensation with respect to any disruption caused by this project.

13. Restrictions:

- (a) All collective agreements between the Board and Labour/Trade Unions must be recognized and complied with for all work at Exhibition Place;
- (b) The City shall not be permitted to assign the lease or its rights or interest under the lease without the prior written consent of the Board, which consent may be arbitrarily and unreasonably withheld;
- (c) Prior to the Commencement Date, the City agrees to execute a standard long-form lease document with the Board;
- (d) The City shall not use the Premises for any purpose other than that specified in this Letter Agreement and the Lease, nor for the following uses, as determined by the Board in its sole discretion: a permanent themed dinner theatre, trade and consumer shows and any activity related to trade and consumer shows, professional sporting events other than outdoor skateboarding, in-line skating and BMX bicycling events as approved by the Board, a ticketed concert venue, a permanent liquor licensed venue/night club solely for the purpose of providing live and recorded musical entertainment for standing room crowd capacities of greater than 500 persons but less than 2999 persons, and a casino.

- 14. Sponsorship: The Board agrees that the City shall have the naming rights to the Premises and subject to paragraph 15 the City shall be entitled to exterior signage to accommodate the name of the Extreme Sports Park and the naming sponsor, if any, provided that such signage is not visible from the Gardiner Expressway and subject to the Board's prior approval of both the sponsor and the signage, which approval shall not be unreasonably withheld provided however that it shall not be deemed unreasonable for the Board to withhold consent where the proposal conflicts with signage, sponsorship and advertising

rights granted by the Board to other parties and which rights are in effect at the time of the City/Heaton request. In addition to a naming sponsor, the Board will not restrict corporate sponsorship of single events and promotions staged and executed by the City in the Premises provided the City notifies the Board of all such events in advance and obtains the Board's permission to promote these sponsors and the signage for the corporate sponsor is not visible outside the Premises. Save and except for a naming sponsor and event corporate sponsors, the City and Heaton acknowledge that the Board retains sole and exclusive claim to all sponsorship rights, including signage, within all public spaces and grounds and upon all existing and proposed buildings.

15. Signage Approvals: The size, form, type, colour, design, content and location of any naming sponsor signage as provided in paragraph 14 and any exterior signage identifying the Premises must be approved in advance the Board or its representative and the City will be responsible for all costs associated with such signage.
16. Parking: The City acknowledges that the Board retains all rights to the operation of all present parking facilities (surface and underground) and the rights to all revenues therefrom and further acknowledges that visitors to the Premises requiring parking will be charged the standard parking fees as determined from time to time by the Board in such parking areas as designated by the Board.
17. CNE Period: The City agrees to work with the "CNEA" on a cooperative basis to develop special programming that will be offered each year of the Term during the CNE at no additional expense of the CNEA.
18. Booking/Operating Protocol: The City shall cooperate with respect to the Board's standard booking and operating protocols which may be amended from time to time. Specifically, the City shall ensure that it registers with the Board's Booking Administrator within the timeframe prescribed by the Board, all events to be staged in the Premises which are beyond the normal and daily operations of a public Extreme Sports Park. The City further acknowledges that all licences and sub-licensees will be required to observe the Board's standard booking and operating protocols.
19. Food and Beverage Services: The City acknowledges that the Board and its agents have the exclusive right to provide food and beverage services at Exhibition Place, including the Premises and the City is not permitted to provide food and beverage services without the written approval of the Board which approval may be unreasonably withheld.
20. Timetable: The terms and conditions set out in this LOI comprise the Key Business Terms of the agreement between the Board and the City and Heaton. The parties acknowledge that they have developed the following timetable for completing the work required prior to the official opening of the Extreme Sports Park

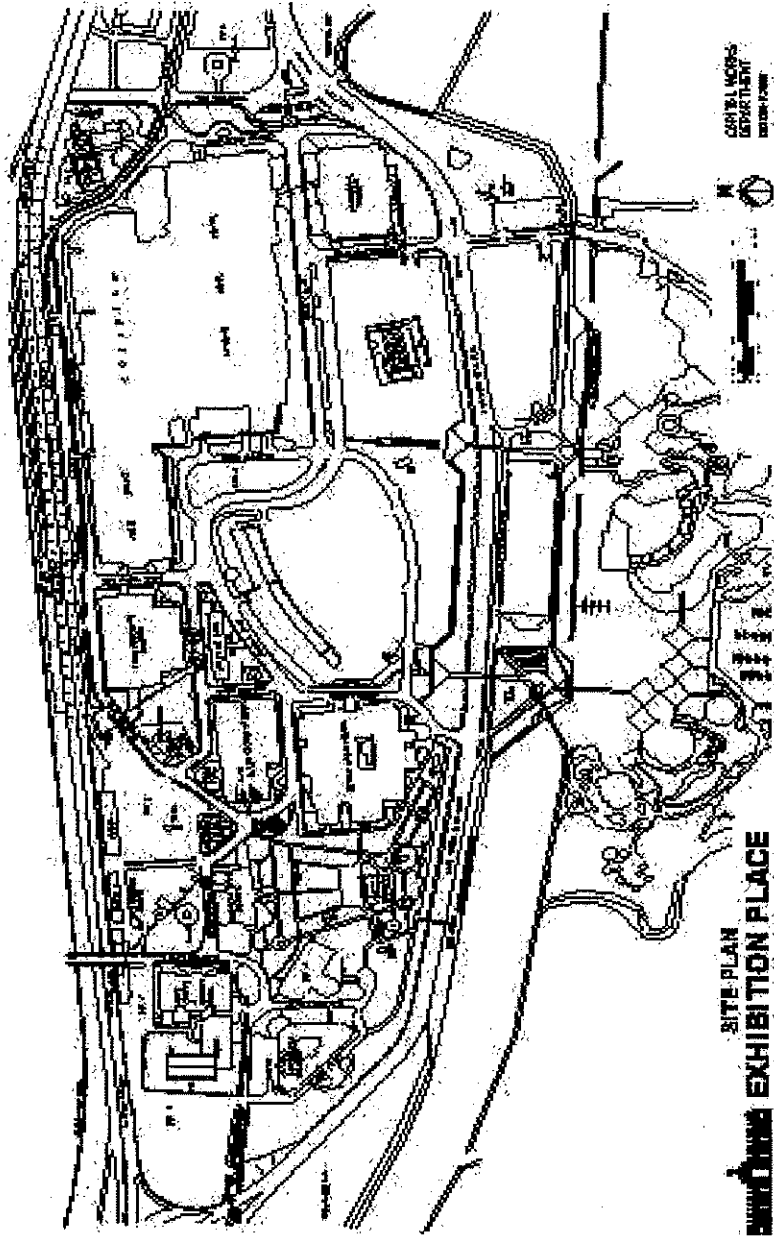
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(xii) Opening of Extreme Sports Park	July 2005 (latest date Spring 2006)

21. Additional Comments on Timing: The Timetable set out in paragraph 20 above may have to be amended to add the time required to put any matters before the Board or City Council.

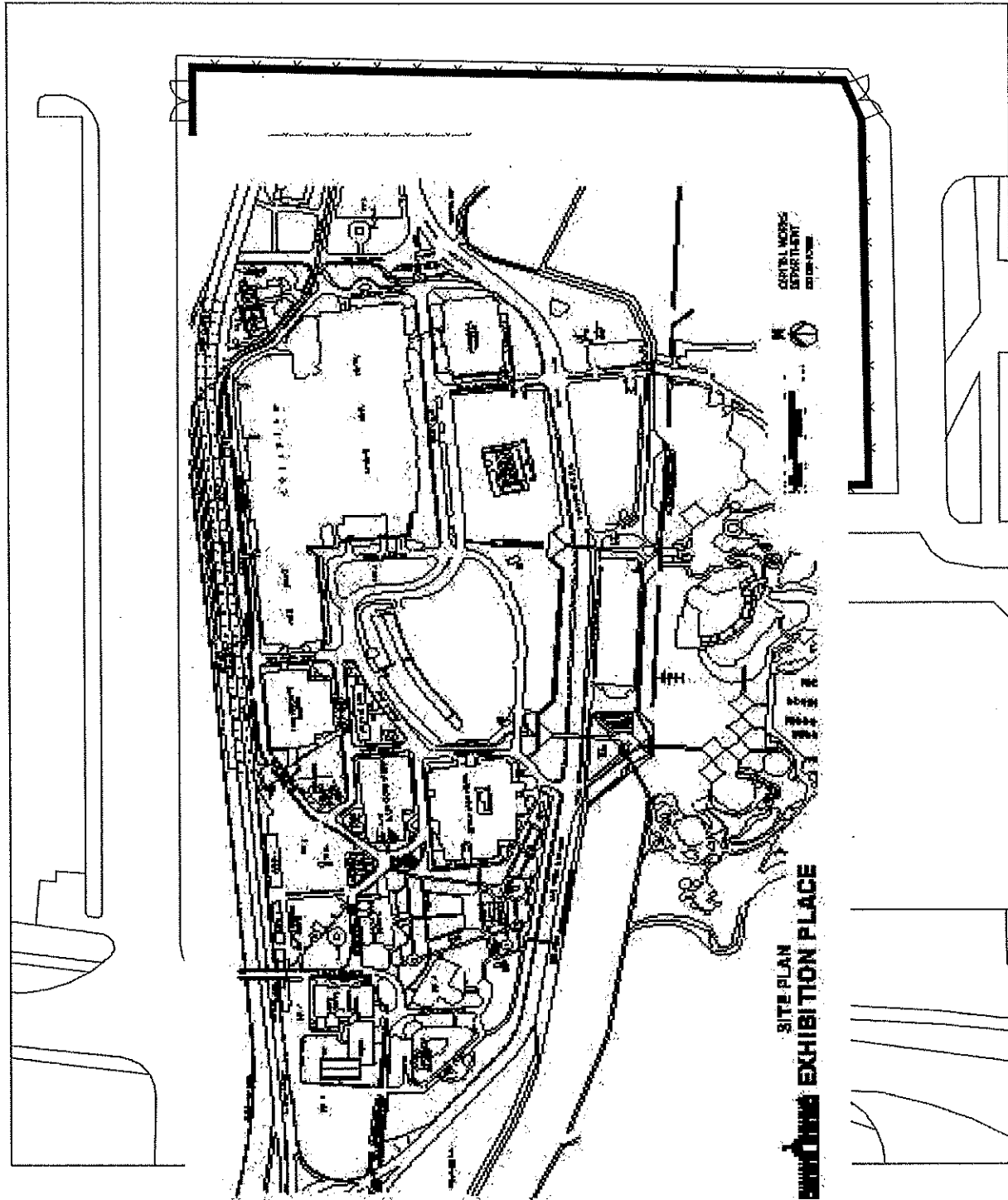
22. Phases: Following the completion of the design phase noted in paragraph 20(vii) above, the Board and City may consider constructing the Extreme Sports Park in two phases provided that all security, landscaping, British Columbia parkette, lighting, access points are all part of the first phase of the project and the Board is satisfied by the City/Heaton that the remainder of the Extreme Sports Park will be completed within one (1) year of completion of the first phase.

23. Good Faith Negotiations: Upon execution of this LOI by the parties, we agree to work diligently, co-operatively and in good faith with one another toward the shared goal of negotiating, finalizing and executing a binding agreement along the lines set out in this letter.

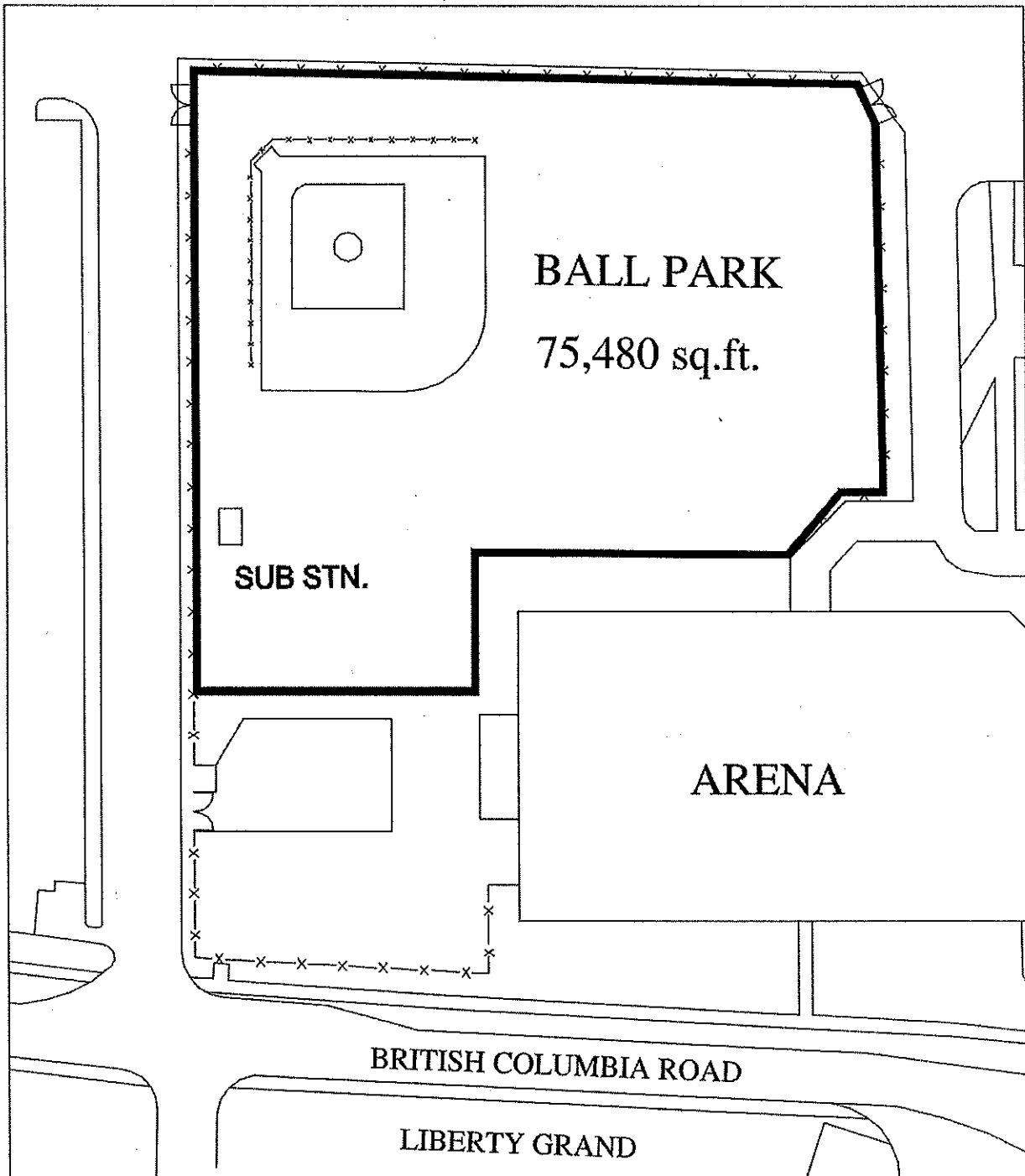
Schedule "A"
Exhibition Place Site Plan showing Extreme Sports Park Location



Schedule "B"
Extreme Sports Park Premises



Schedule "B"
Extreme Sports Park Premises



Katherine Reed Garrett
Director Business Development
Exhibition Place

June 23, 2004

Katherine

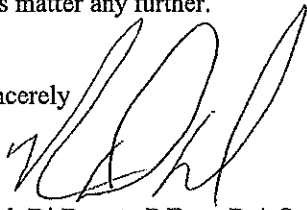
I am writing this note to address our concerns here at Liberty Grand with the proposed Skate Park being located at the west end of Exhibition Place adjacent to Medieval Times.

Although we support providing recreational facilities for young adults, we do not feel the location is appropriate for the following reasons:

- The facility is being placed in one of the most trafficked areas of the Exhibition Place site. Dufferin St. is a major artery and thoroughfare on the grounds and that compounded with the traffic from both Medieval Times and Liberty Grand would make this a potential hazard for young people using the Skate Park. We are already dealing with traffic congestion and pedestrian safety in this area and still have not come up with a reasonable solution to it. This additional traffic of mostly young people on skateboards could potentially lead to a very serious accident.
- Although the skate park will be a great facility for skateboarders to utilize we feel that some of the more adventurous individuals will be looking for alternative areas to skate at. What better place than the stairs at Liberty Grand or Medieval times? We sincerely believe that the use of the stairs to our premises for skateboarding will lead to some very serious accidents and will be a nuisance to our premises.
- The Skateboard culture and Graffiti go hand in hand. We feel that two very important historical buildings will be subjected to additional stress at the hands of Graffiti artists. The removal of Graffiti is not an easy matter and can seriously harm these historical buildings.
- We at Liberty Grand strive to bring some of the most spectacular and prolific events to Exhibition Place. The Prime Minster's farewell function, Mel Lastman's farewell dinner, Molson Indy Black Tie event, weekly weddings and many other fundraisers are the type of events we are catering to. The surrounding grounds and facilities are a critical part of us securing these events. We believe that a skate park will seriously impact our ability to book these high-end events. The noise from the skate park, the facility itself and the users of the facility will ultimately have a negative impact on our clients.

In closing I would like to again identify that we are not against recreational facilities for the public and youth but are very concerned about the location being considered. Hopefully you will take our comments into consideration when making your final decision. Please contact me directly if you would like to discuss this matter any further.

Sincerely



Nick Di Donato P.Eng., B.A.Sc.
President & CEO
Liberty Entertainment Group

cc: Councillor Joe Pantalone
Councillor Gloria Lindsay Luby
Diane Young

