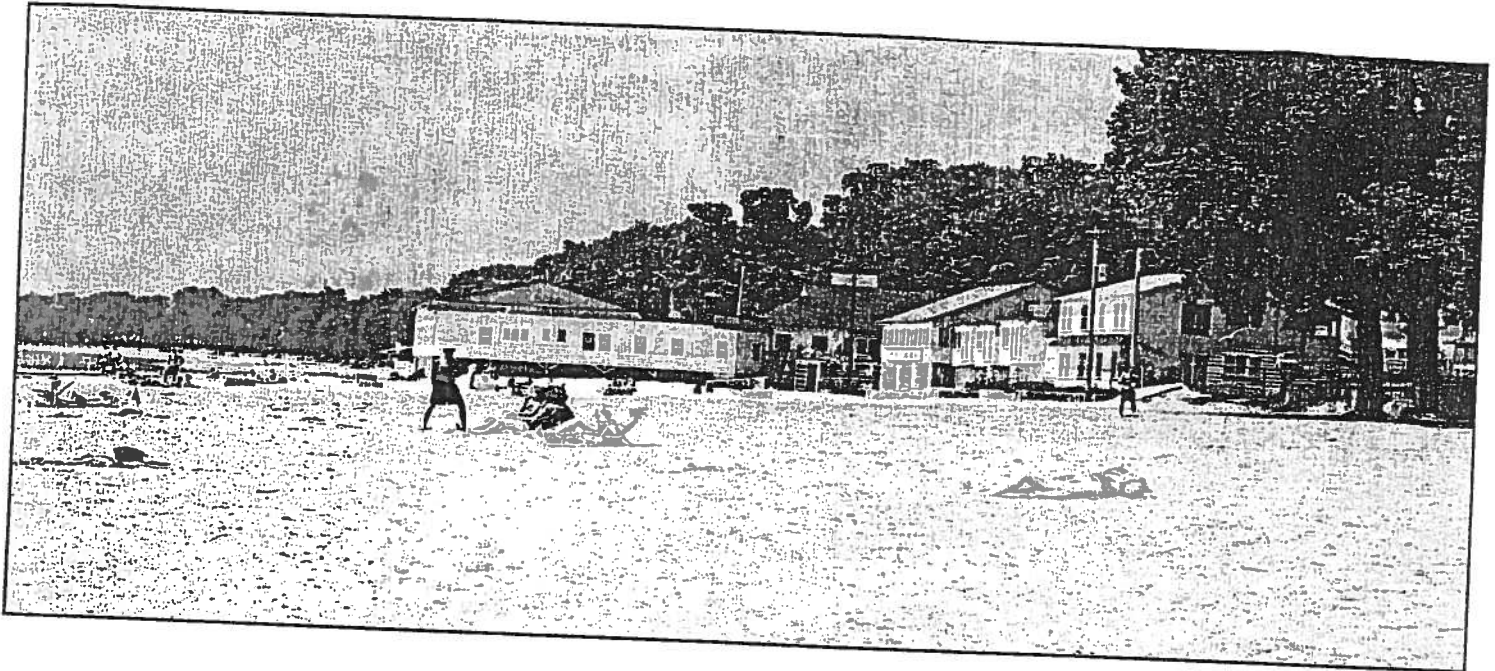




**THE CORPORATION OF THE  
TOWN OF FORT ERIE**



**REQUEST FOR PROPOSAL (RFP)**

**TOURISM/COMMERCIAL  
DEVELOPMENT OPPORTUNITY**

**FOR  
BAY BEACH**

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**3.58 ACRES OF LAKE ERIE WATERFRONT LAND  
LOCATED IN CRYSTAL BEACH  
IN FORT ERIE, ONTARIO**

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# **REQUEST FOR PROPOSAL (RFP)**

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## **1.0 INVITATION**

The Corporation of the Town of Fort Erie (hereinafter referred to as The Town) is conducting a private sale based upon an RFP/tendering process, and is inviting proposals for the acquisition and development of 3.58 acres of Lake Erie Waterfront land strategically located in the Commercial Core of Crystal Beach in Fort Erie, Ontario.

It is the intent of any information given in this document to identify in general terms the locational attributes of the subject lands (the site); the development objectives of the Town Council and the proposal contents required by the Town.

## **2.0 BACKGROUND**

In September 2001 the Town of Fort Erie purchased the 5.64-acre property known as 'Bay Beach', for \$2.05 million. The property is located at 4155 Erie Road, in Crystal Beach, Ontario and fronts onto approximately 120 meters (400') of pure white sand beach.

Town Council purchased the property with several objectives:

- Public waterfront access resulting in the Town retaining 2 acres of public beach land;
- Determine the highest and best use of the residual property;
- Change and enhance the image of Crystal Beach as a mixed use destination with recreational, commercial, and residential/rental accommodation facilities and activities; and
- Realize a synergy to create investment opportunities for a year-round tourist/recreational destination.

The development of a Neighborhood Plan for Crystal Beach has recently commenced. The purpose of the Neighborhood Plan is to establish long term development, planning and infrastructure guidelines for the Crystal Beach community. The Neighborhood Plan will address such issues as parking, land use, density, public open space and streetscape.

The Town of Fort Erie has developed three marketing brochures that demonstrate the character, recreation and development opportunities for the Abino Bay and Crystal Beach areas. The following brochures are attached as appendices:

- Canada's South Shore (Appendix "1")
- Bay Beach Development Opportunity (Appendix "2")
- The Allure of Abino (Appendix "3")

A Servicing Report, prepared by the Town of Fort Erie Public Works Department, outlines the existing servicing and infrastructure capacity of the site. This report

and the above mentioned brochures can be made available to the qualified parties interested in submitting a Proposal.

### **3.0 LOCATIONAL ANALYSIS**

Fort Erie is located within the Niagara Region just south of Niagara Falls on the shores of Lake Erie directly across the Niagara River from Buffalo, New York (metropolitan population of 1.2 million). The Queen Elizabeth Way (QEW) provides easy access to Toronto in 1.5 hours while Niagara Falls is approximately 20 minutes away.

Highway #3 runs parallel to the Lake Erie shoreline from where it meets the (QEW) at the Peace Bridge westerly to Windsor, Ontario.

The Peace Bridge is one of the major border crossings between Canada and the United States connecting the QEW and Highway #3 to the U.S. Interstate Highway System including the I-90.

Fort Erie has a year-round population of approximately 30,000 and has an additional seasonal population of approximately 10,000 summer residents. Fort Erie also experiences approximately 10,000 – 11,000 visits per day primarily composed of patrons of Fort Erie's vibrant gaming industry.

Crystal Beach is a community located in the western region of Fort Erie, on the north shores of Lake Erie, characterized by kilometers of white sand beaches. It was a recognized destination during the big band era of the 1930's and 1940's, and through the late 1980's for the Crystal Beach Amusement Park. Crystal Beach is located within Abino Bay; a recreational playground which boasts three marinas and one municipal boat launch ramp facility. Due to its recreational amenities, extensive beaches and charming character, Crystal Beach is evolving again into an eclectic mixture of residential and commercial properties.

### **4.0 SITE ASSESSMENT**

The property, known locally as "Bay Beach", is located at 4155 Erie Road, in Crystal Beach, Ontario. The property is comprised of three separate parcels of land, as illustrated in Appendix "4", and described below:

#### **4.1 Site Description and Location**

##### ***Parcel One:***

- .76 acres
- fronting Erie Road, Beachwood Road & Eastwood Road
- Lots 30, 31, 50, 51, 52, 53, & 54 according to registered Plan No. 72 in the Geographic Township of Bertie, Plan now known as 412. Part of lots 133 & 189 according to Registered Plan No. 79 in the Geographic Township of Bertie, Plan now known as 419, in the Town of Fort Erie, Regional Municipality of Niagara.

##### ***Parcel Two:***

- .59 acres

- Fronting Erie Road, Eastwood Road, Schooley Road
- Lots 29, 55, 56, 57, & 58 according to registered Plan No. 72 in the Geographic Township of Bertie, Plan now known as 412. Part of Lots 132 according to Registered Plan No. 79 in the Geographic Township of Bertie, Plan now known as 419, in the Town of Fort Erie, Regional Municipality of Niagara.

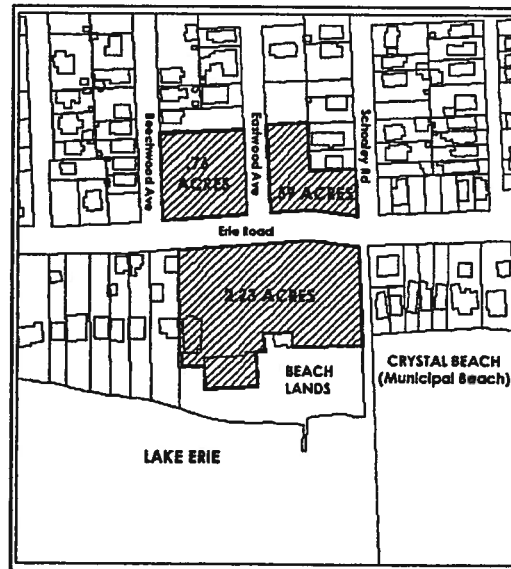
**Parcel Three:**

- 2.23 acres
- fronting Erie Road
- 120 meters (400') Lake Erie beach front access
- Adjacent to municipal beach
- Lots 1,2,3 & Part of Lot 4, and Part of Private Road, and Part of Road Allowance between Lots 26 & 27, according to Registered Plan No. 25 in the Geographic Township of Bertie, Plan now known as 368, in the Town of Fort Erie, Regional Municipality of Niagara.

**4.2 Highway Context & Existing Road Network**

As described in Section 3 – Locational Analysis – the site is easily accessible to visitors to Fort Erie who arrive via the QEW from Toronto; the Peace Bridge from New York State or Highway #3 from Port Colborne and points west.

From Highway #3, the existing local road network to the site is Gorham Road South (Region of Niagara Road #116), which changes to Ridgeway Road, to Erie Road west for approximately one (1) kilometer to the site. Table one below is a map of the site.



**Infrastructure – Local Roads:**

Two roads currently bisect the property, resulting in three separate parcels. Proposals recommending the closure of these roads must address the continuation of Erie Road in some form.

#### 4.3 Planning Context

##### Zoning

The sites are included in the General Commercial (C2) Zone, pursuant to the Town of Fort Erie Comprehensive Zoning By-law No. 129-90. This zoning permits a wide variety of uses. A copy of the zoning regulations are attached as Appendix 5.

Planning approvals may be required to accommodate proposed uses and buildings, including any variances, zoning amendments and site plan approval.

From a planning point of view, the Bay Beach lands provide a unique opportunity to enhance the neighborhood's viability and character with an attractive and functional development.

A Design Charrette was conducted in February 2002 to explore various design options. The results of the Charrette have been compiled in a report, which is available from the Town.

##### Site Structures

The Town removed all but three structures from the property in 2002. The three structures have been retained on the property, as follows:

- **Structure 'A'** is the existing concession building, retained as an interim beach facility until property development proceeds.
- **Structure 'B'**- commonly known as the 'Dance Hall', this structure was retained due to its architectural potential and significance of location. Due to its location on the beach (within the floodplain and within hazard lands) it may not be rebuilt in this location if removed.
- **Structure 'C'**- commonly known as the 'Lobster House', this structure was retained due to its architectural character and location.

It is assumed Structure 'A' will be removed. Structures 'B' and 'C' may be retained, moved or removed, and should be identified as such in the development proposal.

##### Beach Lands

The beach lands immediately south of the property will be retained by the Town and open to the public access, including residents of the development, free of charge. The beach lands will be maintained by the Town of Fort Erie Parks & Leisure Services Department.

## 5.0 Proposal Requirements & Conditions

### 5.1 Verification of Information / Status of Site Ownership

The information provided in this RFP and the appendices, or issued by way of addenda, is for reference purposes only, and the Town does not make any representation, warranty or guarantee as to its completeness or

accuracy. Proponents are responsible for obtaining and/or verifying all factual information, including without limitation, the existing factual circumstances relating to the site and the areas surrounding the site, and any proposed developments or improvements in the area of the site. Proponents are also responsible for obtaining their own independent financial, legal, accounting, environmental and technical advice and are not to rely on any of the information contained in this RFP, the appendices, or any addenda.

The Town, as of the date of issuance of this RFP, is not the owner of the site. The Town has the site under contract, and anticipates that contract conditions shall be satisfied, and ownership of the site shall be conveyed to the Town on or before the date of acceptance by the Town of any negotiated offer to purchase pursuant to this RFP. However, there can be no assurance that the Town will acquire the site, and in the event the Town does not acquire the site, the Town does not intend to enter into a negotiated offer to purchase with any proponent.

## 5.2 **Mandatory Submission Requirements**

The proponent must provide as concisely as possible the following information according to the framework set out below:

### 5.2.1 **Development Concept:**

The development concept shall be a written and graphic description of the proposed architectural, landscape architectural and civil design approach to the development and shall include the following:

- A site plan illustrating the proposed design and layout of the development including proposed uses, vehicular circulation and access points and parking requirements.
- Preliminary landscape plan.
- Preliminary storm water management concepts to be employed.
- A building design concept illustrating floor plans, building elevations and design theme.
- Description of the exterior design siting and fit with the surrounding area.
- On-site and off-site signage concepts.
- Construction phasing plan.
- **Rationalization** of any required surrounding infrastructure changes such as ramp / road reconfigurations, water / sewer connections, etc.

### 5.2.2 **Schedule:**

Proponent must provide a detailed project schedule setting out each project phase and task from design to commissioning of the entire project.

The proponent must provide the following:

- Project critical path and milestone points.
- A statement of project deliverables and the timing of their delivery.
- Key assumptions underlying the delivery schedule, i.e. pre-leasing requirements, financing requirements and government approvals.

#### **5.2.3 Proponent Qualifications:**

The proponent must provide:

- A description of the proponent and all other participants.
- A brief description of relevant projects valued in excess of \$3 million undertaken by the proponent and/or other members of the development team during the last ten years that demonstrate their ability to successfully deliver the development.

#### **5.2.4 Financial Offer:**

The proponent is required to submit the proposed purchase price together with any proposed purchase terms that are non-compliant with the offer to purchase form attached as Appendix 6.

In addition the proponent is required to submit a proposal to describe how the proponent will ensure to the Town that a development approved by the Town will be constructed to completion in a timely manner, including details of the proposed timing and assurances (for example; financial guarantees by bond or letter of credit, buy back rights in favour of the Town, etc.).

#### **5.2.5 Deposit:**

The proposal shall be accompanied by a deposit in the amount of 5% of the proposed purchase price. The deposit shall be by certified cheque, bank draft or money order, made out to the Corporation of the Town of Fort Erie.

Following the recommendation to Council of the successful proponent, all deposits shall be returned to the proponents by registered mail, except for that of the top two proposals.

### **5.3 RFP Schedule**

The RFP tentative schedule is as follows:

- RFP Issuance
- Proposal Due Date
- Proposal Evaluation
- Notification of Preferred Proponent
- Negotiations
- Acceptance by Town of Negotiated Offer to Purchase



## 6.0 Evaluation of Proposal

An evaluation committee will be established consisting of senior staff of the Town, Economic Development & Tourism Corporation and any required legal and financial advisors. The evaluation committee reserves the right to request formal presentations from the proponents to obtain clarification of the proposal.

The evaluation committee shall make a recommendation to the Municipal Council. The decision of the Municipal Council shall be final and binding.

### 6.1 Evaluation Criteria:

- (i) Development Concept as described in RFP CPDS-01-2003 as modified.
- (ii) Financial
  - > Overall price and terms offered.
- (iii) Proponent Qualifications
  - > Assessment of proponent's ability to deliver project.

## 7.0 Administrative Procedures for Submissions

### 7.1 Submission Logistics

Proposals must be delivered to the Town by 3:00 p.m., local time, on Friday, xxx, 2003 and should be addressed as follows:

TOWN OF FORT ERIE  
1 Municipal Centre Drive  
Fort Erie, Ontario  
L2A 2S6

ATTENTION: Signe Edgecombe,  
Waterfront & Special Projects Coordinator

RE: TOURISM / COMMERCIAL DEVELOPMENT OPPORTUNITY  
FOR BAY BEACH

Telephone: (905) 871-1600, ext. 215  
E-mail: [sedgecombe@forterie.on.ca](mailto:sedgecombe@forterie.on.ca)  
Fax: (905) 871-6411 (for inquiry only)

**LATE OR MISDIRECTED PROPOSALS WILL NOT BE CONSIDERED  
AND WILL BE RETURNED UNOPENED TO THE PROPONENT.  
SUBMISSIONS BY FACSIMILE WILL NOT BE ACCEPTED.**

All proposals must be legibly signed by an authorized officer. In addition, officers are requested to attach to their proposal a covering letter detailing any features of their company which they feel should be taken into consideration when evaluating the proposals.

Each submission should include five (5) copies of the Proposal.

The Town will respond to any written inquiries submitted by the Proponent through Signe Edgecombe, Waterfront & Special Projects Coordinator.

**7.2 Commitment to Negotiate**

The preferred proponent shall negotiate in good faith with the Town based upon the offer to purchase form set out in Appendix 6 hereto, in order to finalize a negotiated offer to purchase acceptable to the town by the scheduled date set out in Section 5.2.5 herein. The preferred proponent acknowledges the provisions of this RFP in relation to such negotiations, including, without limitation the general terms and conditions set out in Section 8 herein.

**7.3 Preparation of Proposals**

All costs and expenses incurred by the Proponent relating to its Proposal will be borne by the Proponent. The Town is not liable to pay for such costs and expenses, or to reimburse or to compensate the Proponent in any manner whatsoever for such costs and expenses under any circumstances, including the rejection of any or all Proposals or the cancellation of this RFP.

**7.4 Notice**

Whenever this RFP requires or permits a notice or communication to be sent or given to either the Town or any or all proponents, such notice or communication shall be, unless expressly otherwise provided, hand delivered or faxed to the receiving party and such notice or communication shall be deemed to have been effectively given, delivered or received upon the date that such notice or communication was actually received by the receiving party.

The date of giving any notice or communication shall be that date of delivery thereof in the case of personal delivery. With respect to any notice or communication which is faxed, its date of receipt shall be deemed to be the date of transmission as evidenced by electronic confirmation in the sender's office provided, however, that if it is sent after 5:00 p.m. on any business day or at any time on a non-business day, it shall be deemed not to have been received until 8:30 a.m. on the next following business day.

**8.0 General Terms and Conditions of the Request for Proposal**

**8.1 General**

The Town does not bind itself to accept any proposal and may proceed as it, in its sole discretion, determines following receipt of the proposals. The

Town reserves the right to accept any proposal in whole or in part or to discuss with any proponent different or additional terms to those envisaged in this RFP or in such proponent's proposal.

If it becomes necessary to revise any part of this RFP or, if the proponents require additional data to interpret any of its provisions, the revisions or additional data will be provided to all proponents participating in the RFP process at that stage. If revisions or additional data are necessary after the closing date for proposals, revisions or additional data will be provided only to those proponents who have submitted responses and met the basic requirements. Such proponents will then have the opportunity to modify their proposal.

## **8.2 Right to Accept or Reject Submissions**

The Town has the right to:

- (i) reject any or all of the proposals;
- (ii) accept any proposal;
- (iii) if only one proposal is received, elect to reject it; or
- (iv) elect not to proceed with the RFP at all as it so determines in its sole and absolute discretion.

## **8.3 Nature of Request for Proposal**

This RFP does not constitute an offer of any nature or kind whatsoever by the Town to the Proponent.

## **8.4 Clarifications of Proposal**

The Town reserves the right to request the clarification of the contents of any Proposal.

The Town may choose to meet with some or all of the proponents to discuss aspects of their respective proposals. The Town may require proponents to submit supplementary documentation clarifying any matters contained in their proposals and seek the respective proponent's acknowledgement of that interpretation.

The supplementary documentation accepted by the Town and written interpretations which have been acknowledged by the affected proponent shall be considered to form part of the proposals of that proponent. After the time and date set for receipt of proposals, only the supplementary documentation specifically requested by the Town for the purpose of clarification shall be considered as part of a Proposal. The Town is not obliged to seek clarification of any aspect of a proposal.

## **8.5 Finalizing Terms**

It is the nature of this RFP process that this RFP will not constitute a binding agreement, but will only form the basis for the finalization of the terms upon which the Town and the Preferred Proponent will enter into an agreement and does not mean that the Successful Proponent's proposal is necessarily totally acceptable in the form submitted. After the selection of the Preferred Proponent's proposal, the Town has the right to negotiate with the Preferred Proponent and, as part of that process, to negotiate changes, amendments or modifications to the Preferred Proponent's proposal without offering the other proponents the right to amend their proposals.

## **8.6 Publication of Names of Proponents**

The Town may, at any time, make public the names of all proponents. Additional information may be released in accordance with the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.F.31, as amended. Any proprietary or confidential information contained in the Proposal should be clearly identified.

## **8.7 Alteration of Schedule, Process and Procedures**

The Town shall have the right in its sole discretion to alter the schedule, proposal call process, the procedures, objectives or any other aspect of the RFP in each case as it may determine in its sole and absolute discretion. The Town may invalidate this RFP and may issue a second RFP.

## **8.8 Deficiencies**

The Town reserves the right to waive deficiencies in any proposal. The decision as to whether a deficiency will be waived or will result in the rejection of a proposal will be solely within the Town's discretion.

## **8.9 Costs and Expenses**

All costs and expenses incurred by a proponent will be borne by such proponent. The Town shall not be liable to pay any costs or expenses or to reimburse or to compensate any proponent under any circumstances, including the rejection of any and all proposals or the cancellation of the RFP. The Town shall not be responsible for any delays or costs associated with any reviews or approval processes relating to the site or its development.

## **8.10 Compliance with Applicable Laws**

The proponent acknowledges that the design, development, construction and operation of any development must comply with all applicable laws and sound engineering practices.

**8.11 Public Announcements and Use of Proposals by Town**

No proponent shall issue a news release or make any other public announcement pertaining to details of their proposal or the selection process without the prior written approval of the Town. The Town reserves the right to publicly disseminate information contained in any proposal. Any and all proposals shall become the property of the Town and shall not be returned. Financial information submitted in accordance with the RFP will be treated by the Town as confidential. The Town shall have the right to use any ideas or adaptations of any ideas that are presented in the proposals.