

THE CORPORATION OF THE
TOWN OF PELHAM

BY-LAW NO. 2120 (1999)

Being a by-law to authorize the Mayor and Clerk to enter into a Site
Plan Agreement with Anthony and Susan Mulé

WHEREAS the Council of the Corporation of the Town of Pelham deems it desirable to
enter into a Site Plan Agreement with Anthony and Susan Mulé with regard to the renovation of
and addition to the former Kentucky Fried Chicken building for the purpose of a commercial use.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF
PELHAM ENACTS AS FOLLOWS:

- (1) THAT the Site Plan Agreement attached hereto and made part of this by-law between the
Corporation of the Town of Pelham and Anthony and Susan Mulé be and the same is hereby
approved.
- (2) THAT the Mayor & Clerk be and each of them is hereby authorized and instructed on
behalf of the Corporation of the Town of Pelham to execute the said Site Plan Agreement and the
Clerk is hereby authorized to affix the Corporate Seal thereto.

READ A FIRST, SECOND AND THIRD TIME
AND FINALLY PASSED BY COUNCIL THIS
18TH DAY OF OCTOBER, 1999 A.D.


MAYOR RALPH BEAMER


CLERK CHERYL MICLETTE



FOR OFFICE USE ONLY

767205

CERTIFICATE OF REGISTRATION
CERTIFICAT D'ENREGISTREMENT
NIAGARA SOUTH/SUD(99)WELLAND

'99 11 22 09 29

Notary
ACTING LAND REGISTRAR
REGISTRATION DIVISION

(1) Registry ☒

Land Titles ☐

(2) Page 1 of 9 pages

(3) Property Identifier(s) PART OF 64063-0103 (R)

Block

Property

Additional:
See
Schedule ☐

(4) Nature of Document
Site Plan Agreement

(5) Consideration

Dollars \$

(6) Description

Part of Thorold Township Lot 167, Town of Pelham, Regional Municipality of Niagara, designated as Parts 2, 3 and 4 on Plan 59R-10843.

New Property Identifiers

Additional:
See
Schedule ☐

Executions

Additional:
See
Schedule ☐

(7) This Document Contains:

(a) Redescription
New Easement
Plan/Sketch ☐

(b) Schedule for:

Description ☐ Additional Parties ☐ Other ☒

(8) This Document provides as follows:

See Site Plan Agreement attached.

The original Site Plan attached as Schedule "B" to the Site Plan Agreement is located at The Corporation of the Town of Pelham's offices at 20 Pelham Town Square, Fonthill, Ontario.

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature
Y M D

MULÉ, Anthony

MULÉ, Susan Antoinette Pratt

as joint tenants
(Owners)

(11) Address
for Service

290 Hellems Avenue, Welland, Ontario, L3B 3B7

(12) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature
Y M D

THE CORPORATION OF THE TOWN OF PELHAM
by its solicitors

Brooks, Bielby & Smith
(Town/Applicant)

BROOKS, BIELBY & SMITH

PER:

1999 11 19

R. Bruce Smith

(13) Address
for Service

P. O. Box 400, Fonthill, Ontario, L0S 1E0

(14) Municipal Address of Property

NOT ASSIGNED

(15) Document Prepared by:

R. Bruce Smith
BROOKS, BIELBY & SMITH
247 East Main Street
Welland, Ontario
L3B 3X1

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee

Total

THIS AGREEMENT made in triplicate this *5th* day of *November*, 1999 A.D.
BETWEEN:

ANTHONY MULÉ and SUSAN ANTOINETTE PRATT MULÉ
Hereinafter called the "Owner"
OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF PELHAM
Hereinafter called the "Town"
OF THE SECOND PART

WHEREAS the Owner covenants that it is the owner of the lands in the Town of Pelham described in Schedule "A" attached hereto (the "Owner Lands");

AND WHEREAS the Owner is desirous of renovating the existing building (former KFC building) together with a one storey addition in accordance with Schedule "B", attached hereto, being the site plan, dated revised October 5, 1999 and filed in the Town's offices;

AND WHEREAS the Town has agreed to permit the said renovation and construction for the purpose of a dry cleaning establishment subject to certain terms and conditions;

AND WHEREAS this Agreement and the site plan are applicable to all the lands as described in Schedule "A";

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of One Dollar (\$1.00) now paid by the Owner to the Town (the receipt whereof is hereby acknowledged), the Parties hereto mutually covenant and agree as follows: -

1. DEFINITIONS in this Agreement: -

(a) "TOWN CLERK" shall mean the Clerk of the Corporation of the Town of Pelham.

(b) "COUNCIL" shall mean the Council of the Corporation of the Town of Pelham.

(c) "DIRECTOR" shall mean the Director of Operations of the Corporation of the Town of Pelham.

(d) "TREASURER" shall mean the Director of Financial Services of the Corporation of the Town of Pelham.

(e) "CHIEF BUILDING OFFICIAL" shall mean the Chief Building Official of the Corporation of the Town of Pelham.

(f) "PROFESSIONAL ENGINEER" shall mean a Professional Engineer registered with the Association of Professional Engineers.

(g) "PROFESSIONAL ARCHITECT" shall mean a Professional Architect registered with the Ontario Association of Architects.

(h) "ONTARIO LAND SURVEYOR" shall mean an Ontario Land Surveyor registered with the Association of Ontario Land Surveyors.

(i) "FACILITIES AND WORKS" means and includes those facilities and works which are shown on or referred to in any one or more of the plans, drawings and schedules to this Agreement.

2. The Owner agrees to develop and maintain the lands only in accordance with the terms and conditions contained herein and any other applicable by-law of the Town.

3. (a) The Owner agrees to perform any and all construction and installation on the lands in accordance with the terms and conditions contained herein and as shown on Schedule "B", attached hereto and forming part of this Agreement, to the reasonable satisfaction of the Town.

(b) And further, the Owner agrees not to perform any construction or installation on the lands except in accordance with the terms and conditions contained herein and shown on said Schedule "B", attached hereto and forming part of this Agreement, and to the reasonable satisfaction of the Town.

4. STORM DRAINAGE FACILITIES:

(a) The Owner shall, at its own expense, maintain the existing storm drainage system and outlet on the site to adequately serve the development proposed on the lands. The Owner further undertakes, at its own expense, to repair and forever maintain the storm drainage system located on the said lands. Minor changes to the storm drainage system may be permitted subject to the approval of the Director.

(b) The Owner covenants and agrees that roof water drainage from all of the buildings located on the said lands shall not be directed, via eaves troughs and roof water leaders, directly to the underground storm sewer system but shall be directed away from the building and towards the storm drainage collection system.

(c) The above noted storm drainage system on the site shall be maintained in proper operating condition at all times.

5. SANITARY SYSTEM:

(a) . The Owner undertakes to repair and forever maintain the sanitary sewer system located on the said lands and, without limiting the generality of the foregoing, no storm, surface or roof water or weeping tiles shall be discharged into the sanitary sewer system.

6. WATER SUPPLY:

(a) The Owner shall, at its own expense, forever maintain all necessary connections and all internal water supply services necessary to serve the development, such construction to be in accordance with the requirements of and with specifications and a design approved by the Director and filed in the Town's offices prior to the issuance of a building permit.

(b) The Owner shall comply with the provisions of the Ontario Water Resources Act and amendments thereto and all regulations thereunder, on all internal water supply services, which said act and regulations shall be enforced by the Town.

7. LANDSCAPING:

(a) The Owner shall, at its own expense, adequately landscape, plant and maintain all of the lands not required for building, parking or roads so as at all times to provide effective green areas enhancing the general appearance of the development contemplated herein, said planting and landscaping shall be in accordance with the approved site plan attached hereto as Schedule "B".

8. HYDRO:

(a) The Owner shall cause to be installed, at its own expense, a hydro system to serve the development, in accordance with the plans and specifications approved by Ontario Hydro. The Owner further agrees to be responsible for the cost of maintaining and repairing the hydro system located on said lands in perpetuity.

9. GARBAGE DISPOSAL:

(a) The Owner shall at all times provide adequate collection and disposal of garbage and sanitary refuse. The garbage and sanitary refuse shall be located and stored within the building. The relocation of the garbage and sanitary refuse storage outside the building shall require Town approval.

10. FLOODLIGHTING:

(a) The Owner shall ensure that any lighting facility used to illuminate any building or parking area shall be designed and installed as to deflect from adjacent buildings and streets.

11. PARKING AND DRIVEWAYS:

(a) The Owner shall, at its own expense, provide and at all times maintain on the said lands, asphalt parking areas and driveways in accordance with the site plan attached hereto as Schedule "B".

12. BUILDING AND SERVICES:

(a) The Owner shall construct and the Town shall permit the renovation of the existing building and the construction of an addition on the lands described in Schedule "A" in accordance with Schedule "B" attached hereto to permit the development provided that all such uses shall comply with all building and zoning requirements of the Town.

13. ADMINISTRATIVE AND LEGAL COSTS:

The Owner shall pay the Town's costs in connection with this agreement for preparation, processing and administration including all legal expenses.

14. DEPOSIT FOR FACILITIES AND WORKS:

(a) At the time of execution of this Agreement the Owner will pay to the Town a deposit to guarantee its compliance with this Agreement in the amount of 100% of the estimated value of the facilities and works required pursuant to this Agreement (as such estimate is provided by the Owners and accepted by the Town) to a maximum of Sixty Thousand Dollars (\$60,000.00), such estimated value being the sum of One Thousand Dollars (\$1,000.00) as set out in Schedule "C" attached hereto and forming part of this Agreement.

(b) Such deposit shall be paid to the Town in cash or in the form of an irrevocable letter of credit from a chartered bank or from a recognized lending institution, subject to the approval of the Treasurer.

(c) Such deposit may be used to pay for the cost of any work performed by the Town in accordance with the following clause in the event of the failure of the Owners to comply with the terms of this Agreement.

(d) Upon completion of the facilities and works, an Architect or Professional Engineer or an Ontario Land Surveyor shall confirm in writing that the approved plans appended hereto have been complied with. When notice has been received of such compliance, the Chief Building Official shall confirm such compliance and such deposit, less any amounts expended to enforce compliance with the agreements and any amounts refunded or reduced as the work required by this agreement progresses, shall be returned to the Owner, without interest.

(e) The Town may, from time to time, demand an increase in the sum of the deposit in accordance with increases in the cost of performing the works required herein to be completed.

(f) The release of the deposit by the Town does not release the Owners from their obligation to maintain all of the facilities and works pursuant to this Agreement.

(g) The Owner agrees that all of the facilities and works required to be provided by the Owner shall be provided, installed or constructed by the Owner within one hundred and eighty (180) days after the date of substantial completion of the proposed development as determined by the Chief Building Official and shall be maintained at all times in good condition.

15. GENERAL:

(a) The Owner shall maintain and keep in repair, driveways and access servicing the buildings located in the development.

(b) The Owner grants to the Town, its servants, agents and assigns permission to enter upon the lands for the purpose of inspection of any facilities and works referred to in this Agreement and for the purpose of the completion of any facilities and works in accordance with this clause and this Agreement.

(c) The Owner will, at all times, indemnify and save harmless the Town from all loss, costs, damages and injuries which the Town may suffer or be put to for or by reason of the construction, maintenance or existence of any facilities and works done by the Owner, its contractors, servants or agents on the lands or which the Town may suffer or be put to for or by reason of the completion by the Town of any of the required facilities and works in accordance with this clause and this Agreement.

16. The Owner shall not call into question directly or indirectly in any proceeding whatsoever in law or in equity or before any administrative tribunal the right of the Town to enter into this Agreement and to enforce each and every term, covenant and condition herein contained and this Agreement may be pleaded as an estoppel against the Owner in any such proceeding.

17. The Owner covenants for itself, its successors and assigns and the Owners from time to time of the said lands and the burden of the covenants contained in this Agreement shall be deemed to be negative and shall run with and be binding upon the lands described in said Schedule "A" to and for the Town, its successors and assigns.

18. This agreement and the provisions hereof do not give to the Owner or any person acquiring any interest in the said lands (each hereinafter in this paragraph called "such person") or any other person any rights against the Town with respect to the failure of any such person to perform or fully perform any obligation under this agreement, or the failure of the Town to force any such person to perform or fully perform any obligation under this agreement or any negligence of any such person in the performance of the said obligation.

19. Notwithstanding any of the provisions of this agreement, the Owner, its successors and assigns, shall be subject to all of the by-laws, as amended, of the Town at the time of the issuance of a building permit required pursuant to the terms of the agreement or at the time of the execution of this agreement, whichever is applicable.

20. The Owner agrees that all plans shall be drawn by a Professional Architect, a Professional Engineer or an Ontario Land Surveyor, or in the alternative for this development, to the reasonable satisfaction of the Town.

21. Any notice, demand, acceptance or request (the "notice") provided for in this agreement shall be in writing and shall be deemed to be sufficiently given if personally delivered or sent by registered mail (postage prepaid) as follows:

To the Town at:

Town Clerk
Town of Pelham
P. O. Box 400
20 Pelham Town Square
Fonthill ON L0S 1E0

To the Owner at:

290 Hellems Ave.
Welland ON L3B 3B7

or as such other address as the party to whom such notice is to be given shall have last notified the party giving the notice in the manner provided in this paragraph 21. Any notice delivered to the party to whom it is addressed in this paragraph 21 shall be deemed to have been given and received on the day it is so delivered at such address. Any notice mailed as aforesaid shall be deemed to have been given and received on the fifth day next following the date of its mailing.

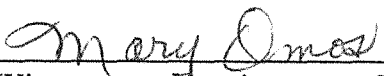
22. This Agreement shall enure to and be binding upon the parties hereto and their heirs, executors, trustees, successors, permitted assigns and anyone acquiring any interest in the lands described in Schedule "A".

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date and year first above written.

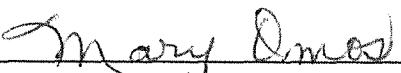
THE CORPORATION OF THE TOWN OF PELHAM

PER: 
Mayor Ralph Beamer

PER: 
Clerk Cheryl Miclette


Witness as to the signature of
Anthony Mulé


Anthony Mulé


Witness as to the signature of
Susan ~~Mulé~~ Antoinette Pratt Mulé

 
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