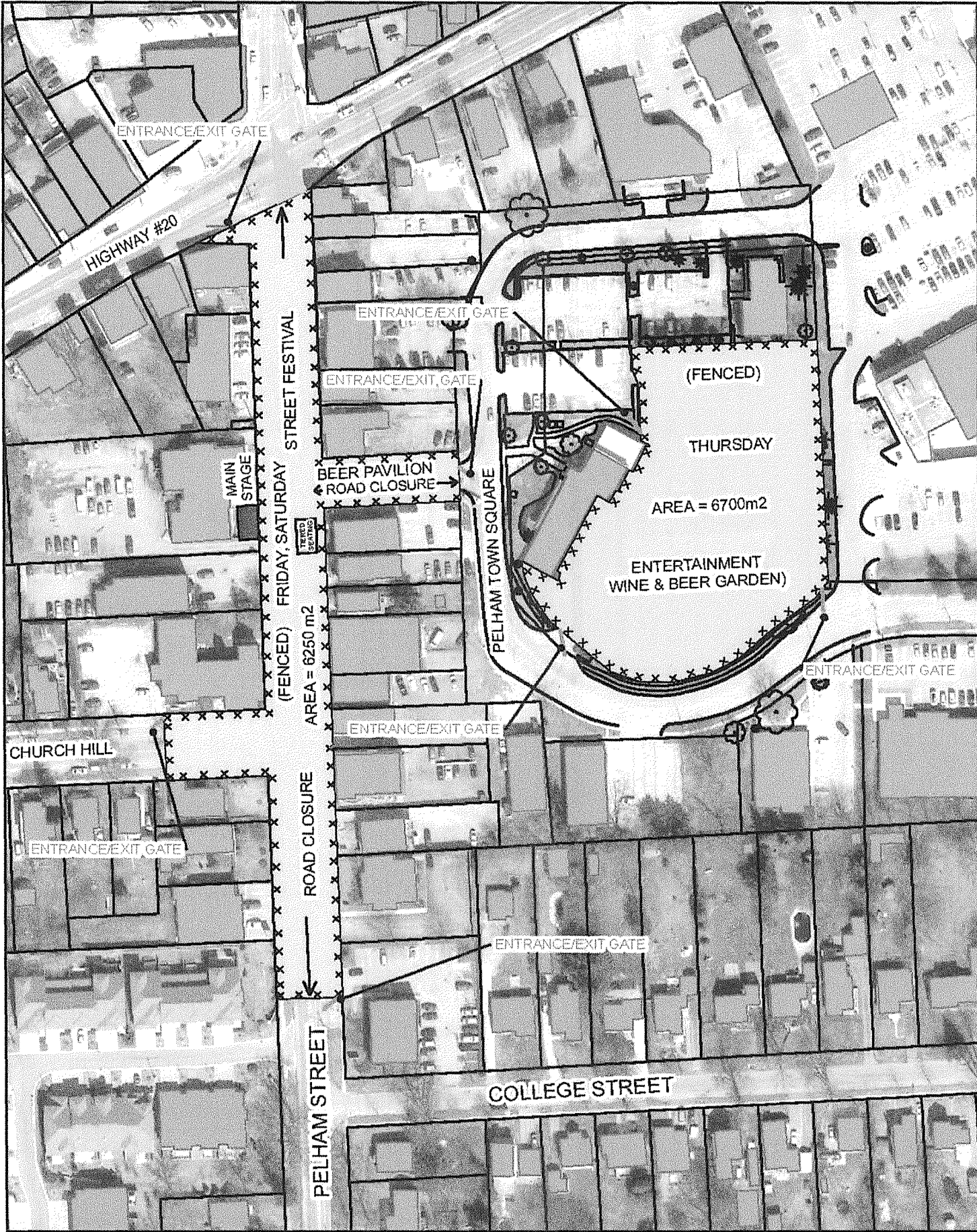


SUMMERFEST CELEBRATION - LOCATIONS



SCALE: 1:1,500

AERIAL PHOTOGRAPHY: 2010 ORTHOIMAGERY

The Café on Main & Wine Bar
1455 Pelham Street
Fonthill, ON
L0S 1E0

May 15, 2015

To: The Town of Pelham

Re: SummerFest and Licensed Patio Extension

This letter serves as a formal notice to the Town of Pelham Re: participation in SummerFest Celebrations and the extension of our existing licensed patio for FESTIVAL LICENSING at The Café on Main & Wine Bar.

The hours of operation will be Friday, July 17, 2015 – 4 pm – 11:00 pm, and Saturday, July 18, 2015 - 10:00 am – 12:00 am midnight.

Attached please find site plan drawing showing the existing licensed area in the Café and the proposed outdoor patio extension.

The extension details are as follows: $5.79\text{m} \times 10.57\text{m} \times 6.71\text{m} = 66.01\text{m}^2$

Following the AGCO formula, these measurements equal a patio capacity of 59 people.

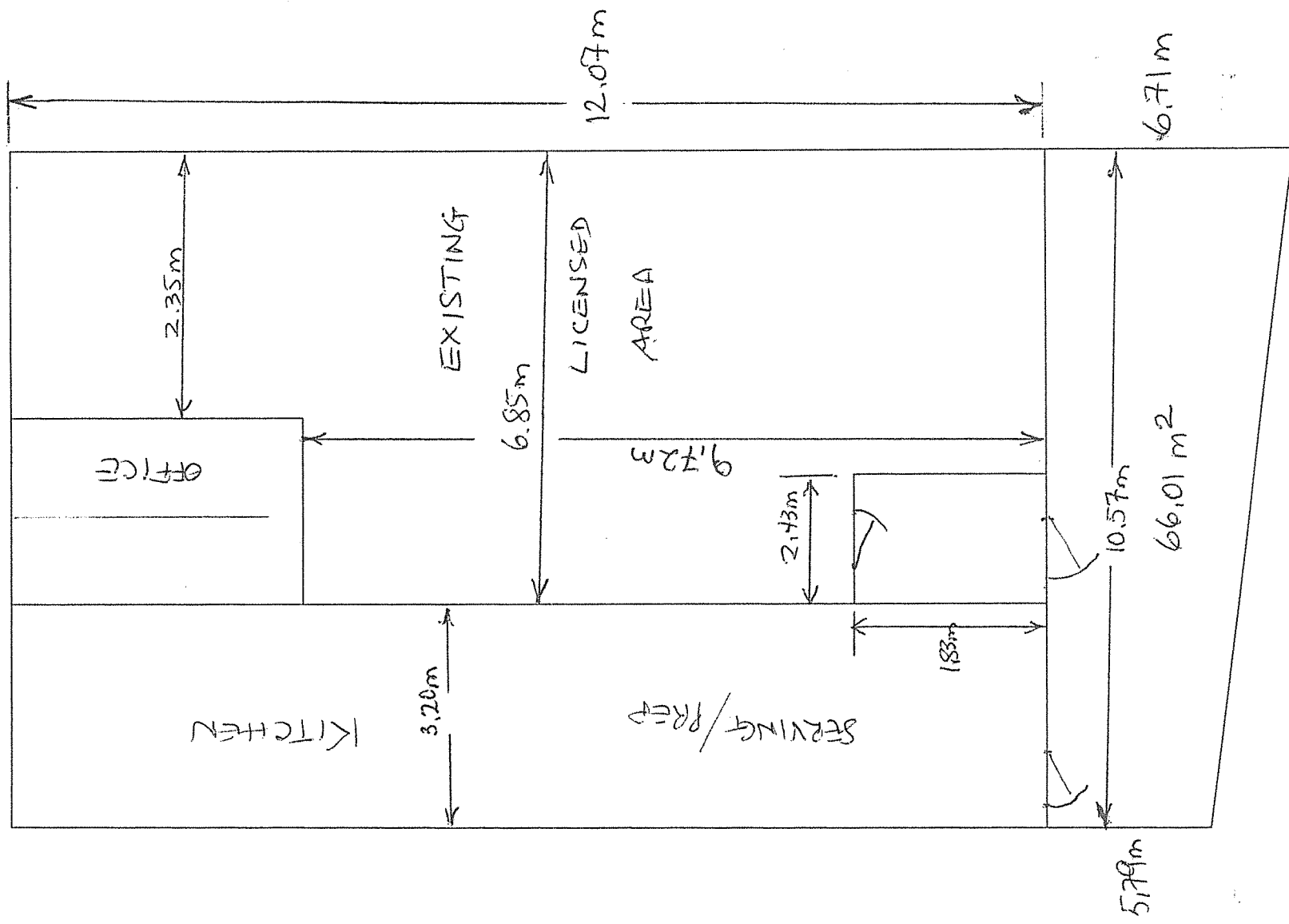
Thank you.

Patti Fagan
Owner/operator

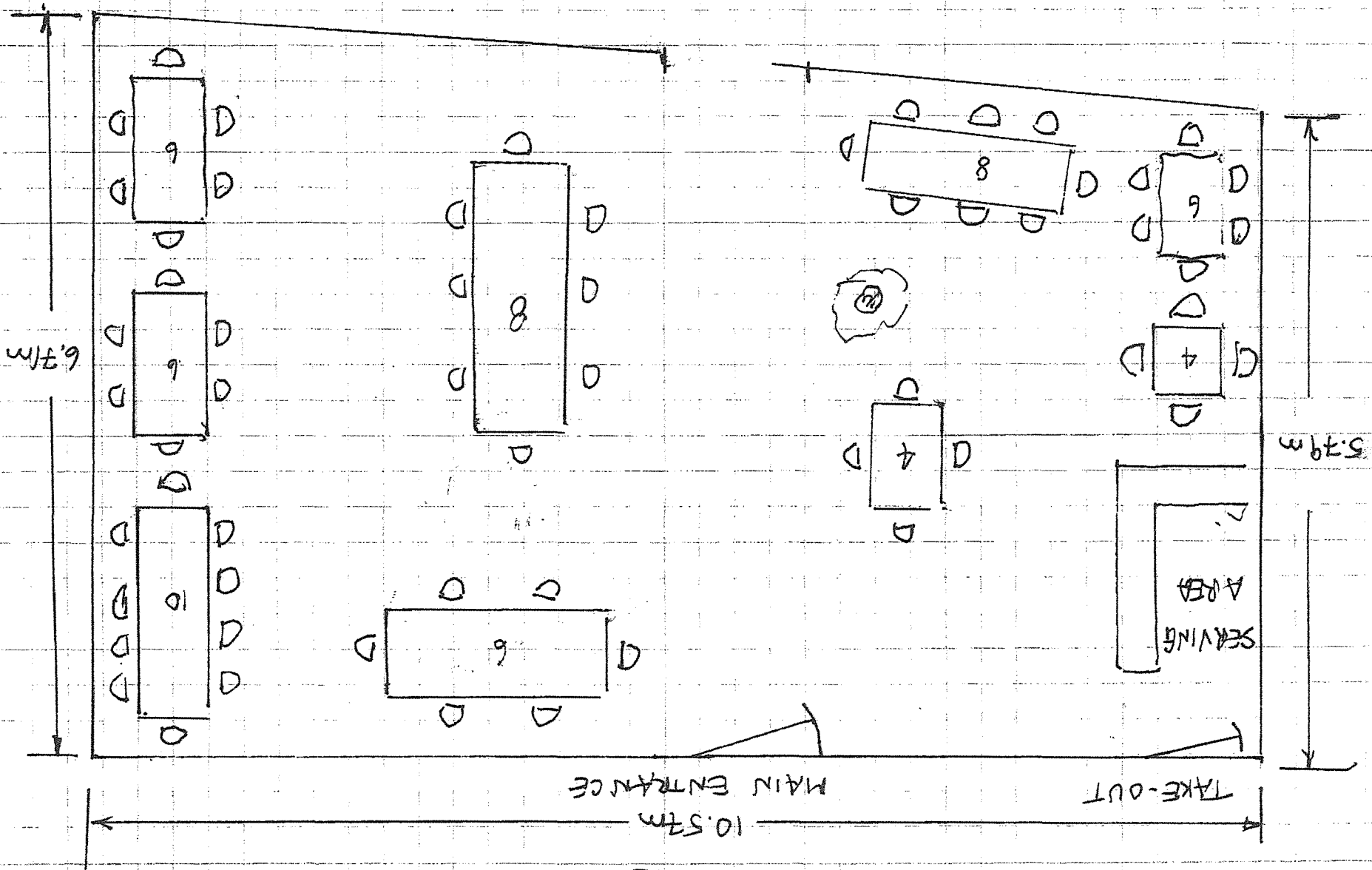


1692765 Ontario Ltd.
o/a The Café on Main
1455 Pelham Street
Fonthill, ON L0S 1E0
905-892-1188

The Cafe on Main & Wine Bar

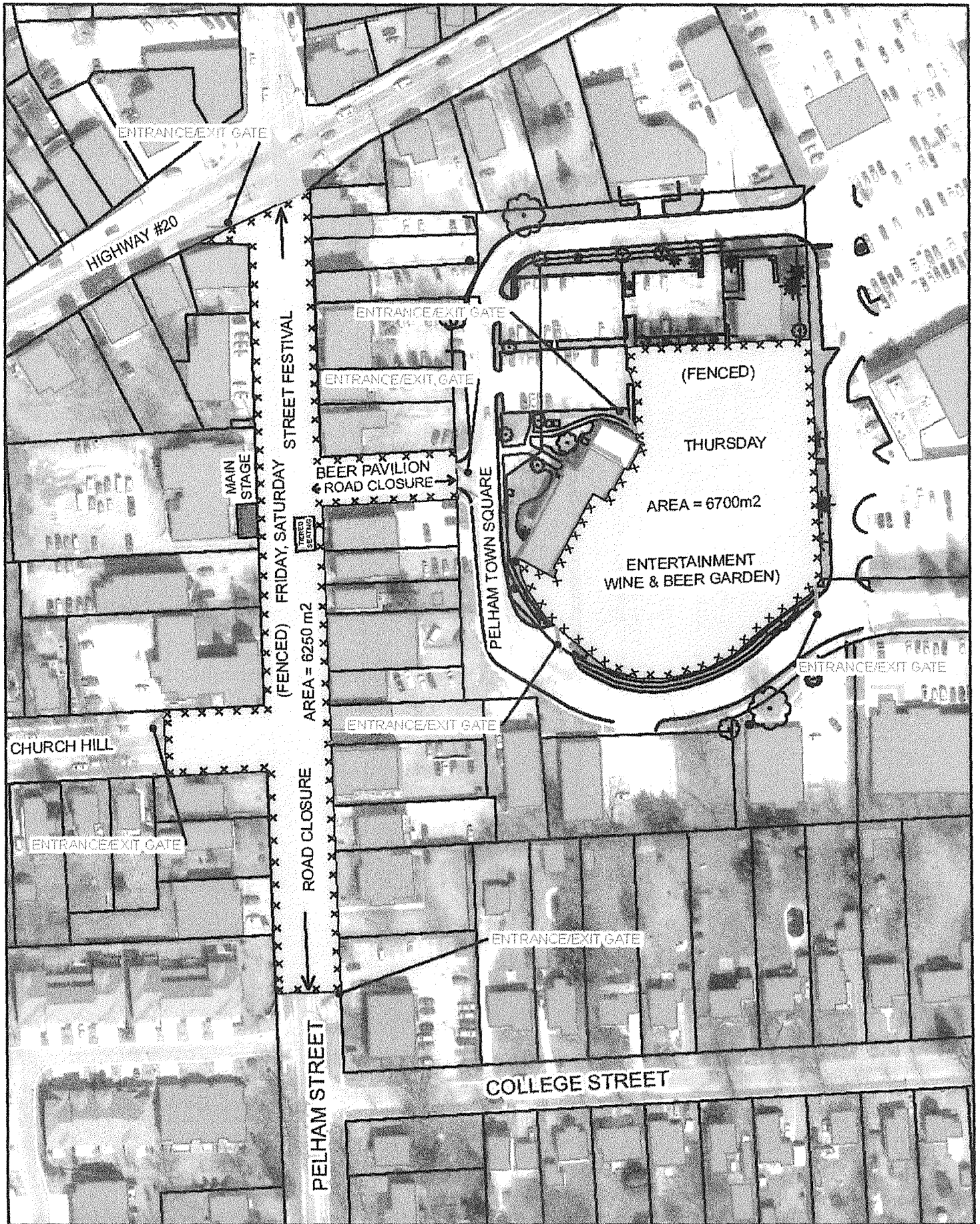


Cafe on Main



Area: 66.01 m²
"Summerfest Patio"

SUMMERFEST CELEBRATION - LOCATIONS



SCALE: 1:1,500

AERIAL PHOTOGRAPHY: 2010 ORTHOIMAGERY



Town of Pelham – Clerk

Please accept this letter as formal notice that we are applying to extend our liquor license on July 16, 2015 - July 18, 2015 11:59pm for the Pelham Summerfest, Community Festival to be held on Pelham Street in Fonthill.

We are applying for a 25' x 26' area directly abutting the existing licensed area to license an additional 54 people.

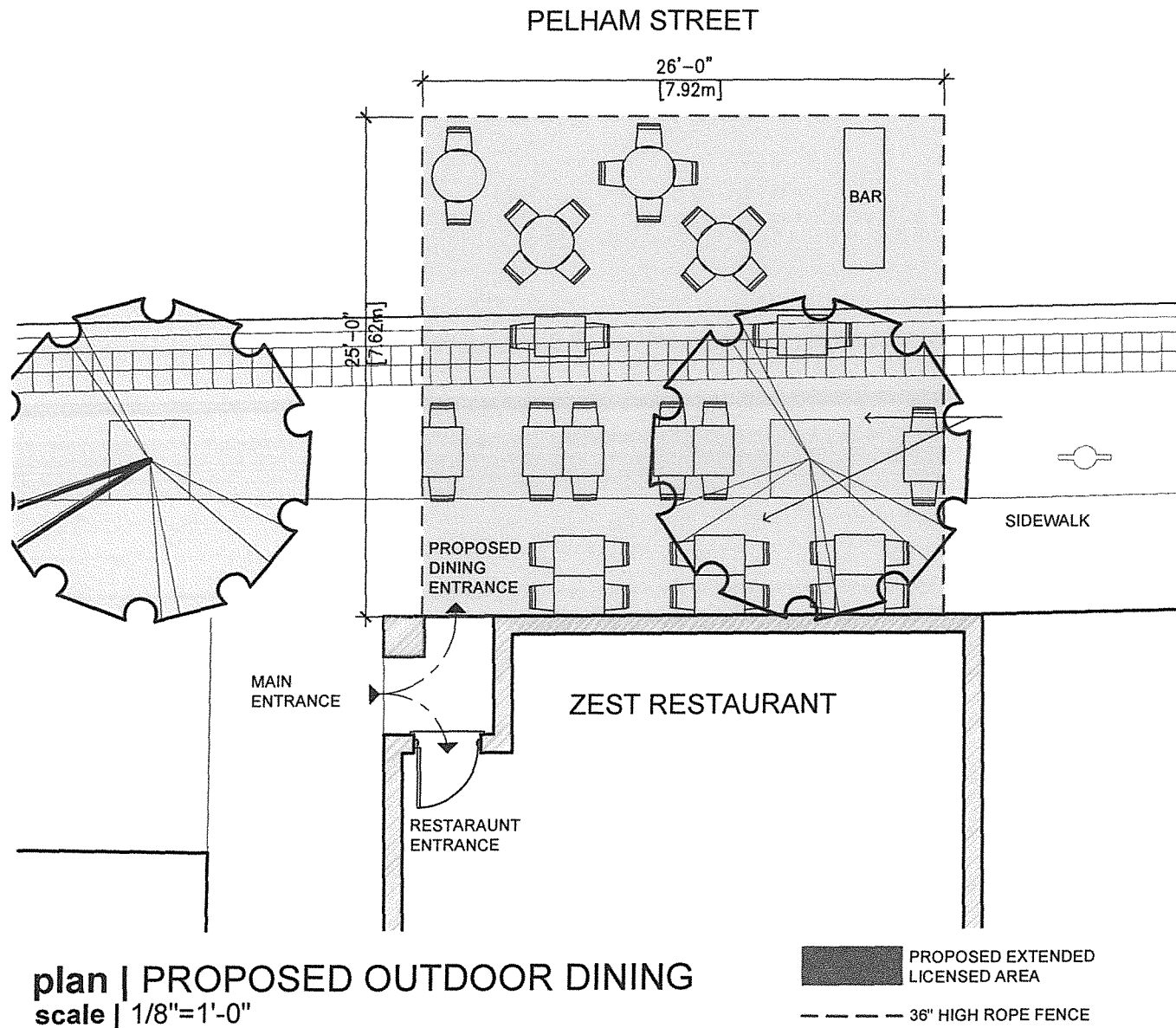
Any question or concerns please give me a call.

Leigh Atherton

Owner/Operator

905-892-6474

leigh@zestfonthill.com



PROJECT

ZEST RESTAURANT
1469 PELHAM ST
FONTHILL ONTARIO

GENERAL NOTES

ISSUED FOR AGCO APPLICATION MAY.18.2012

REVISIONS/ISSUES DATE

DATE MAY.18.2012 DRAWING NO.

SCALE 1/8"=1'-0"

DRAWN MBK

CHECKED

PROJECT NO. 20908

A1

DRAWING

**PROPOSED OUTDOOR
DINING AREA**

GELATO INNOVATION INC.

1419 PELHAM STREET

FONTHILL, ON L0S 1E0

289-897-8747

May 16, 2015

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

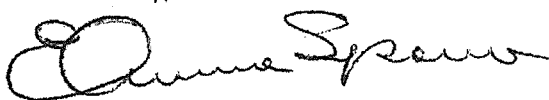
Re: Proposed extended licensed area July 17 and July 18, 2015, Pelham Summerfest Festival Licensing

Please accept this letter as our request to be included in the Town of Pelham's application for Festival Licensing. We will be applying to extend our existing liquor license on Friday July 17, 2015 from 4:00 pm to 11:00 pm and Saturday July 18, 2015 from 11:00 am to 12 midnight, for a total of 19 hours. Set up will be from Friday July 18th, 2:00 pm to 4:00 pm.

Gelato Village is located at 1419 Pelham Street, Fonthill, Ontario and the patio will be located right in front of Gelato Village building. The fence and design will follow the same concept as the current seasonal patio. The patio will be located inside the area fenced off for Pelham Summerfest. Patio capacity is 83; the actual number of seats is 56.

Please find attached a sketch showing the existing licensed outdoor patio area and the proposed extension area.

Yours truly,



Elvira Spano
Co-Owner Gelato Village

THIS AGREEMENT made in triplicate, this 1st day of June, 2015

Between

The Café on Main & Wine Bar
(Hereinafter referred to as "Café on Main")

of the FIRST PART

- and -

THE CORPORATION OF THE TOWN OF PELHAM
(Hereinafter referred to as the "Town")

of the SECOND PART

WHEREAS the Town is the holder of the Special Occasion Permit for a Festival known as Pelham Summerfest, to be held on Thursday, July 16 to Sunday, July 19, 2015;

AND WHEREAS Pelham Summerfest will include a Street Festival on Friday July 17, 2015 between the hours of 4:00pm to 11:00 pm and Saturday, July 18, 2015 between the hours of 11:00 am and 12:00 midnight, being an outdoor public event, Pelham Street will be closed from Highway 20 to College Street and Pelham Town Square entrance;

AND WHEREAS according to the regulations of the Alcohol and Gaming Commission of Ontario, a Public Event Special Occasion Permit holder and a liquor sales licensee may jointly participate in an outdoor Public Event that allows patrons to carry a single serving of liquor between the licensed area and the area covered by the Special Occasion Permit;

AND WHEREAS the Street Festival known as Pelham Summerfest is an outdoor event where the boundaries of the permitted area include one or more liquor sales licensed establishments, as depicted on Schedule A attached hereto;

AND WHEREAS Pelham Summerfest has been designated a "municipally significant" Festival by a resolution of municipal Council;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants herein contained, the parties hereto covenant, promise and agrees as follows:

1. The boundaries of the Licensed Festival Area will be confined by barricades and fencing.
2. There will be five monitored entrance/exit points to the designated Festival Area. These areas will be manned by Security Officers. At these points, bag checks will be performed and access denied to intoxicated persons.
3. The Festival Committee will hire 2 Niagara Regional Police Officers, 2 Auxiliary Officers and 7 Security Guards (total of 11), on Friday July 17 from 4:00pm to midnight and 11:00am July 18 till 1:00 am July 19, to monitor the five entrances/exits and for crowd monitoring. Crowd monitoring will include, but not be limited to, identifying and removing intoxicated patrons and ensuring alcohol is not passed to minors.
4. Alcohol will not be allowed to enter into businesses not covered by this agreement, this will be posted and monitored accordingly.

5. All servers are Smart Serve Certified and, as such, will verify age and identity of patrons purchasing alcohol, monitor to ensure alcohol is not passed to minors, refuse service to intoxicated patrons. Security officers or Niagara Regional Police may be called upon to remove intoxicated patrons.
6. Outdoor patio capacity will be limited to available seating only and will be monitored accordingly by patio licensees.
7. The proposed beer pavilion will be operated in accordance with the Town of Pelham Municipal Alcohol Management Policy. (attached)
8. Café on Main will ensure their Outdoor Patio will be consistent with the Summerfest goal to emphasize a "Family Atmosphere" Festival and ensure the Festival area is aesthetically pleasing as per the Summerfest Outdoor Patio Criteria.
9. The liquor sales License Holder, Café on Main, and the Public Event Special Occasion Permit Holder, the Town, agree to ensure there are no unreasonable risk to public safety or the public interest and no unreasonable risk of non-compliance with the Liquor License Act (LLA) and its regulations.
10. Café on Main will provide the Town of Pelham, at least two (2) weeks prior to the Festival, a copy of a minimum of \$2,000,000.00 (two million dollars) liability insurance coverage and that the Town of Pelham is named co-insured.
11. Café on Main will ensure that no bottles will be served to patrons exiting to the Festival area and that all alcoholic beverages will be served in cans or plastic beverage containers.
12. Café on Main will ensure that all entrances and exits to their facility, situated at 1455 Pelham Street, are monitored during all hours of the Festival to ensure patrons are complying with the regulations of the Alcohol and Gaming Commission on Ontario.

The Town of Pelham, establishment owners, liquor servers, all staff, event Committee and event security will all monitor alcohol within the event and licensed establishments to ensure a safe and responsible liquor controlled event.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals duly attested to by their proper officers authorized in that regard.

SIGNED, SEALED AND DELIVERED

In the presence of



Witness

) THE CORPORATION OF

) THE TOWN OF PELHAM

)

) MAYOR DAVE AUGUSTYN

)

) CLERK NANCY J. BOZZATO

)

) THE CAFÉ ON MAIN & WINE BAR

)

) PATTI FAGAN

THIS AGREEMENT made in triplicate, this 1st day of June, 2015

Between

Zest Restaurant
(Hereinafter referred to as "Zest")

of the FIRST PART

- and -

THE CORPORATION OF THE TOWN OF PELHAM
(Hereinafter referred to as the "Town")

of the SECOND PART

WHEREAS the Town is the holder of the Special Occasion Permit for a Festival known as Pelham Summerfest, to be held on Thursday, July 16 to Sunday, July 19, 2015;

AND WHEREAS Pelham Summerfest will include a Street Festival on Friday July 17, 2015 between the hours of 4:00pm to 11:00 pm and Saturday, July 18, 2015 between the hours of 11:00 am and 12:00 midnight, being an outdoor public event, Pelham Street will be closed from Highway 20 to College Street and Pelham Town Square entrance;

AND WHEREAS according to the regulations of the Alcohol and Gaming Commission of Ontario, a Public Event Special Occasion Permit holder and a liquor sales licensee may jointly participate in an outdoor Public Event that allows patrons to carry a single serving of liquor between the licensed area and the area covered by the Special Occasion Permit;

AND WHEREAS the Street Festival known as Pelham Summerfest is an outdoor event where the boundaries of the permitted area include one or more liquor sales licensed establishments, as depicted on Schedule A attached hereto;

AND WHEREAS Pelham Summerfest has been designated a "municipally significant" Festival by a resolution of municipal Council;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants herein contained, the parties hereto covenant, promise and agrees as follows:

1. The boundaries of the Licensed Festival Area will be confined by barricades and fencing.
2. There will be five monitored entrance/exit points to the designated Festival Area. These areas will be manned by Security Officers. At these points, bag checks will be performed and access denied to intoxicated persons.
3. The Festival Committee will hire 2 Niagara Regional Police Officers, 2 Auxiliary Officers and 7 Security Guards (total of 11), on Friday July 17 from 4:00pm to midnight and 11:00am July 18 till 1:00 am July 19, to monitor the five entrances/exits and for crowd monitoring. Crowd monitoring will include, but not be limited to, identifying and removing intoxicated patrons and ensuring alcohol is not passed to minors.
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5. All servers are Smart Serve Certified and, as such, will verify age and identity of patrons purchasing alcohol, monitor to ensure alcohol is not passed to minors, refuse service to intoxicated patrons. Security officers or Niagara Regional Police may be called upon to remove intoxicated patrons.
6. Outdoor patio capacity will be limited to available seating only and will be monitored accordingly by patio licensees.
7. The proposed beer pavilion will be operated in accordance with the Town of Pelham Municipal Alcohol Management Policy. (attached)
8. Zest will ensure their Outdoor Patio will be consistent with the Summerfest goal to emphasize a "Family Atmosphere" Festival and ensure the Festival area is aesthetically pleasing as per the Summerfest Outdoor Patio Criteria.
9. The liquor sales License Holder, Zest, and the Public Event Special Occasion Permit Holder, the Town, agree to ensure there are no unreasonable risk to public safety or the public interest and no unreasonable risk of non-compliance with the Liquor License Act (LLA) and its regulations.
10. Zest will provide the Town of Pelham, at least two (2) weeks prior to the Festival, a copy of a minimum of \$2,000,000.00 (two million dollars) liability insurance coverage and that the Town of Pelham is named co-insured.
11. Zest will ensure that no bottles will be served to patrons exiting to the Festival area and that all alcoholic beverages will be served in cans or plastic beverage containers.
12. Zest will ensure that all entrances and exits to their facility, situated at 1469 Pelham Street, are monitored during all hours of the Festival to ensure patrons are complying with the regulations of the Alcohol and Gaming Commission of Ontario.

The Town of Pelham, establishment owners, liquor servers, all staff, event Committee and event security will all monitor alcohol within the event and licensed establishments to ensure a safe and responsible liquor controlled event.

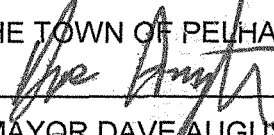


IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals duly attested to by their proper officers authorized in that regard.

SIGNED, SEALED AND DELIVERED

In the presence of



 Witness

) THE CORPORATION OF
) THE TOWN OF PELHAM
) 
) MAYOR DAVE AUGUSTYN
) 
) CLERK NANCY J. BOZZATO
)
) ZEST
) 
) LEIGH ATHERTON

THIS AGREEMENT made in triplicate, this 1st day of June, 2015

Between

GELATO INNOVATIONS INC.
(Hereinafter referred to as "Gelato Village")

of the FIRST PART

- and -

THE CORPORATION OF THE TOWN OF PELHAM
(Hereinafter referred to as the "Town")

of the SECOND PART

WHEREAS the Town is the holder of the Special Occasion Permit for a Festival known as Pelham Summerfest, to be held on Thursday, July 16 to Sunday, July 19, 2015;

AND WHEREAS Pelham Summerfest will include a Street Festival on Friday July 17, 2015 between the hours of 4:00pm to 11:00 pm and Saturday, July 18, 2015 between the hours of 11:00 am and 12:00 midnight, being an outdoor public event, Pelham Street will be closed from Highway 20 to College Street and Pelham Town Square entrance;

AND WHEREAS according to the regulations of the Alcohol and Gaming Commission of Ontario, a Public Event Special Occasion Permit holder and a liquor sales licensee may jointly participate in an outdoor Public Event that allows patrons to carry a single serving of liquor between the licensed area and the area covered by the Special Occasion Permit;

AND WHEREAS the Street Festival known as Pelham Summerfest is an outdoor event where the boundaries of the permitted area include one or more liquor sales licensed establishments, as depicted on Schedule A attached hereto;

AND WHEREAS Pelham Summerfest has been designated a "municipally significant" Festival by a resolution of municipal Council;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants herein contained, the parties hereto covenant, promise and agrees as follows:

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SIGNED, SEALED AND DELIVERED

In the presence of



Witness

) THE CORPORATION OF

) THE TOWN OF PELHAM

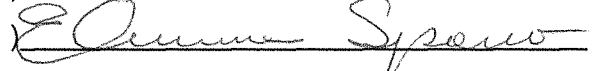
) 

) MAYOR DAVE AUGUSTYN

) 

) CLERK NANCY J. BOZZATO

) GELATO VILLAGE

) 

) ELVIRA SPANO