

Site Plan Agreement
1977655 Ontario Ltd.
100 Welland Road

Table of Contents

<u>Title</u>	<u>Page #</u>
1. Definitions	3
2. General Provisions.....	4
3. Design & Supervision of Construction of Services.....	6
4. Grading.....	7
5. Sanitary Sewer System	7
6. Water Supply	8
7. Storm Sewer System.....	8
8. Roads & Access	9
9. Landscaping & Trees	9
10. Waste Collection	9
11. Easements / Rights-of-Way	10
12. Photometry	10
13. Parking, Curbing, Driveways & Sidewalks	10
14. Building & Services.....	10
16. Administrative & Consulting Costs	11
17. Deposit for Facilities and Works	11
18. Default	12
19. Covenants	13
20. Registration	13
21. Obligation.....	13
22. Building Permit.....	13
23. Plans.....	13
24. Notices	13
25. Schedules	14
26. Binding Effect.....	14
Schedule A Legal Description.....	14
Schedule B Cost Estimates, Security Deposits & Cash Payments.....	15
Schedule C Site Plan.....	16
Schedule D Grading Plan.....	17
Schedule E Servicing Plan.....	18
Schedule F Landscape Plan.....	19
Schedule G Elevation Plans.....	20
Schedule H Photometry Plan.....	22

THIS AGREEMENT made this 17th day of June, 2019.

BETWEEN:

1977655 ONTARIO LTD.

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 represents and warrants that it is the owner of the lands in the Town of Pelham described in Schedule 'A' attached hereto (the "Lands");

AND WHEREAS the Owner has assumed and agreed to be bound by the terms and conditions of the Site Plan Agreement;

AND WHEREAS the Owner is looking forward to develop the parcel to a residential use in accordance with Schedule 'C-G' attached hereto, being a Site Plan filed in the Town's offices;

AND WHEREAS the Town has agreed to permit the said construction subject to certain terms and conditions;

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) **Chief Building Official** shall mean the Chief Building Official of the Corporation of the Town of Pelham.
- (b) **Clerk** shall mean the Clerk of the Corporation of the Town of Pelham.
- (c) **Council** shall mean the Council of the Corporation of the Town of Pelham.
- (d) **Director of Community Planning & Development** shall mean the Director of Community Planning & Development of the Corporation of the Town of Pelham.
- (e) **Director of Corporate Services** shall mean the Director of Corporate Services of the Corporation of the Town of Pelham.
- (f) **Director of Public Works** shall mean the Director of Public Works of the

Corporation of the Town of Pelham.

- (g) **Facilities and Works** shall mean 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.
- (h) **Lands** shall mean the lands described in Schedule 'A' attached hereto.
- (i) **Professional Engineer** shall mean a Professional Engineer registered in good standing with the Association of Professional Engineers.
- (j) **Surveyor** shall mean an Ontario Land Surveyor registered in good standing with the Association of Ontario Land Surveyors.

2. General Provisions

- (a) The Owner shall develop and maintain the Lands only in accordance with the terms and conditions contained herein and any other applicable by-law of the Town.
- (b) The Owner shall ensure that the laneway connecting 100 Welland Road to 1022 Pelham Street remain perpetually accessible to emergency response and waste collection vehicles, (i.e. no bollards, gates, chain link barrier etc.)
- (c) Unless the context otherwise requires, where the Owner is obligated by this Agreement or the approved plans to make any payments or install, construct, or carry out any services or action, the provisions therefore contained herein shall be deemed to include the words, "at the sole expense of the Owner".
- (d) The Owner shall perform any and all construction and installation of works on the Lands and any off-site works in accordance with the terms and conditions contained herein and as shown on Schedule 'C-H' attached hereto and forming part of this Agreement to the reasonable satisfaction of the Town.
- (e) The Owner shall not perform any construction or installation on the Lands except in accordance with the terms and conditions contained herein and shown on said Schedule 'C-H' attached hereto and forming part of this Agreement and to the reasonable satisfaction of the Town.
- (f) The Owner shall maintain and keep in good repair driveways and access servicing the buildings located in the development.
 - i. The Owner shall ensure the perpetual maintenance of the private laneways throughout the site including but not limited to snow clearing. Snow stockpiling must remain within the subject lands / private property and at no time be allowed to stockpile across Welland Road.
- (g) The Owner shall keep all construction access routes free and ensure that adequate dust control, mud tracking and debris control measures are carried out during the site's development.
- (h) During construction, the Owner shall ensure all construction related vehicles

that are not carrying out the works are parked on the subject lands and are not parked within the municipal road allowance.

- (i) All delivery / construction trucks taking materials from the subject lands included within this Agreement shall be adequately covered and not unreasonably loaded so as to scatter refuse, rubbish, dust or debris on neighbouring properties or public roadways.
- (j) Should deeply buried archaeological remains / resources be found on the property during construction activities, all activities impacting archaeological resources must cease immediately, notify the Archaeology Programs Unit of the Ontario Ministry of Tourism, Culture & Sport (416-212-8886) and the Owner's archaeology consultant is required to carry out an archaeological assessment in accordance with the *Ontario Heritage Act* and the *Standards and Guidelines for Consultant Archaeologists*.

In the event that human remains are encountered during construction, all activities must cease immediately and the local Police as well as the Cemeteries Regulation Unit of the Ministry of Government & Consumer Services (416-326-8800) must be contacted. In situations where human remains are associated with archaeological resources, MTCS should also be notified to ensure that the site is not subject to unlicensed alterations which would be in contravention of the *Ontario Heritage Act*.

- (k) 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.
- (l) 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.
- (m) 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.
- (n) In the event that a Mortgagee(s) exercises any rights as to sale, possession or foreclosure or takes any other steps to enforce its security against the subject lands, then such Mortgagee(s) agrees on behalf of itself, its heirs, executors, administrators, successors and assigns not to deal with the lands as a development or part thereof unless and until a new Agreement in the same form, mutatis mutandis, as this Agreement has been entered into with the Town.
- (o) Any lands required to be conveyed by the Owner in accordance with the provisions hereof shall be in a neat and tidy condition, free of all debris and

trash, and the Owner shall complete all services for the lands in accordance with the terms of this Agreement.

- (p) Notwithstanding the provisions of this Agreement, the Owner shall be subject to all of the Town's By-laws and all Provincial and Federal government statutes and / or regulations and amendments thereto affecting the site's development and installation of municipal services.

3. Design & Supervision of Construction of Services

- (a) The Owner shall employ, at its cost, a competent and qualified Professional Engineer consultant approved by the Director of Public Works to:
- i. Carry out all soil investigations required by the Director of Public Works;
 - ii. Design all of the works required to be completed in this Agreement;
 - iii. Provide the Director of Public Works with an estimate of the costs of design, construction and maintenance of all works to be constructed under this Agreement to be used as the basis for determining the amount of security to be posted by the Developer prior to execution of this Agreement to guarantee the construction and maintenance of all works required under this Agreement;
 - iv. Prepare engineering drawings that include plans, profiles and specifications for the works and to submit detailed plans, profiles and specifications to the Director of Public Works for approval prior to the installation or construction of such works;
 - v. Submit to the Director of Public Works the detailed plans for signing and also provide two (2) sets of full-sized, signed hard copies and two (2) sets of signed hard copies reduced to A3 (or 11"x17") size;
 - vi. Obtain, in conjunction with the Town, all of the necessary approvals prior to installation or construction of the works;
 - vii. Call tenders for the installation and construction of the works;
 - viii. Obtain the approval from the Director of Public Works of the contractor employed to install or construct the works;
 - ix. Provide full-time resident supervision, inspection and contract administration of all works within the municipal road allowance covered by this Agreement; or in the event that full-time inspection cannot or is not provided, the Town will provide inspection services at a per diem rate of \$1100.00 per day;
 - x. Provide the Director of Public Works, or designate, 48 hours of notice prior to commencing construction on the works. Failure to do so will result in a Stop Work Order being placed on the lands;
 - xi. Have a pre-construction meeting with the Director of Public Works, or designate, prior to commencing construction on the works. Failure to do so will result in a Stop Work Order being placed on the lands;
 - xii. Maintain all of the records of the installation or construction of the works and submit a copy of the same to the Director of Public Works;
 - xiii. Obtain from the Director of Public Works, the details regarding the form and scale of these drawings prior to their presentation;
 - xiv. Provide the Director of Public Works with individual record sheets illustrating location & depths for all sanitary sewer, storm sewer and water services;
 - xv. Provide building levels for construction purposes as hereinafter

- provided;
 - xvi. Furnish the Director of Public Works with the preliminary lot grading certificate for the subject lands; and
 - xvii. Provide the Town with the final lot grading certificate.
- (b) The Owner shall not install works prior to a receipt in writing from the Director of Public Works of the detailed plans and specifications therefor.
- (c) All of the works to be installed or constructed under this Agreement shall be installed or constructed under the direct supervision of the Owner's consulting Professional Engineer.
- (d) The Owner shall not close / restrict any public roadway prior to receipt in writing from the Director of Public Works for such activity. In the event that construction works require lane restrictions and / or full closures, a minimum of 48 hours of notice must be given to the Director of Public Works. In addition, the Owner must submit a traffic management plan and is responsible for notification of all affected emergency and non-emergency agencies.

4. Grading

- (a) The Owner shall have prepared by an Ontario Land Surveyor or Professional Engineer, a detailed site drainage plan for the site, said Plan to clearly indicate the existing drainage pattern on all adjacent Lands originally flowing through, into, or over the area of the site, to the street storm sewer system or other outlet approved by the Director of Public Works. This Plan, attached hereto as Schedule 'D', shall be approved by the Director of Public Works prior to the execution of this Agreement. Minor changes to the Plan may be permitted subject to the approval of the Director of Public Works.
- (b) The Owner shall submit, upon completion of Facilities and Works, a certificate signed by an Ontario Land Surveyor or Professional Engineer which indicates that the grades as stipulated on Schedule 'D' to this Agreement have been complied with.
- (c) Unless otherwise approved or required by the Town, the Owner shall not alter the grades of the said Lands until such time as a Building Permit is issued for the construction of the buildings contemplated herein on the said Lands.
- (d) The Owner shall provide his Design Engineer's verification that all grading, drainage, and servicing provisions have been installed in conformance with the approved Grading & Servicing Plans, prepared by Better Neighbourhoods Inc., dated May 16, 2019, attached hereto as Schedules 'D-E'. The Owner shall provide a copy of the Design Engineer's verification to the Town.

5. Sanitary Sewer System

- (a) All sanitary sewer system works required to service the development must be completed prior to the construction of any buildings.
- (b) The Owner shall, at its own expense, forever maintain all necessary sanitary sewer connections necessary to serve the development; 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.

- (c) Domestic waste water from the proposed building(s) shall be discharged into the sanitary sewer system through a drain connection via the sanitary sewer lateral shown on the Servicing Plan (Schedule 'E'). The Owner shall be responsible for exposing the existing lateral to be inspected by Town staff to ensure pipe material and condition is satisfactory for connection. Should it be deemed unsatisfactory, all costs associated with its removal and replacement shall be the Owner's responsibility.
- (d) The sanitary sewer system must comply with the Region's Sewer Use By-law #27-2014.

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. This shall include metering of the 50 mm Ø domestic water service in accordance to Town Engineering Standards.
- (b) The Owner (including a condominium corporation) shall, at its own expense, provide the Fire & By-law Services department with the annual records of compliance of the private fire hydrant installed as per Schedule 'E' (Servicing Plan) to the *Fire Chief's* satisfaction.
- (c) The operation of valves which cause the internal water supply service to be charged from existing municipal water mains shall **ONLY** be carried out by Town Staff certified in accordance with Ontario Regulation 128/04.
- (d) The Owner shall comply with the provisions of the *Ontario Water Resources Act and Safe Drinking Water 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. Storm Sewer System

- (a) The Owner shall undertake the installation, repair, and perpetual maintenance of the private storm water system as identified in the Servicing Plan, prepared by Better Neighbourhoods Inc., dated May 16, 2019, attached hereto as Schedule 'E', and approved by the Director of Public Works.
- (b) The Owner shall ensure that all storm water runoff, including runoff from roof leaders, is contained on-site and discharged north towards Welland Road via the internal storm sewer system.
 - i. Only the rear yards of, and the south half of the roof downspouts for Units 1-5 may discharge towards the southern swale on Town property.
 - ii. Sump pumps installed in Units 1-5 shall discharge north into the storm sewer system as per Schedule 'D'.

- (c) The storm sewer system must comply with the Region's Sewer Use By-law #27-2014.

8. Roads & Access

- (a) The Owner shall, at its own expense, prior to construction taking place within a Town road allowance, obtain a Temporary Works Permit from the Public Works Department.
- (b) The Owner shall, at its own expense, restore any curb cuts and trench excavations within the roadway as per Town standards. All road restorations shall take place no later than two (2) weeks after completion of the installation. No temporary measures will be permitted.
- (c) The Owner shall, at its own expense, install the drive aisle connection over the adjacent lands at 1022 Pelham Street in accordance with the registered easement documents (SN562182 on RP 59R-16106) and the Site Plan (Schedule 'C') to accommodate emergency vehicles and Regional waste collection services, in the event the neighbouring land owner has not completed the balance of their parking lot.
- (d) The Owner shall locate all private signs within the Owner's Lands on private property.

9. Landscaping & Trees

- (a) The Owner shall, at its own expense, adequately landscape, plant and maintain all of the Lands not required for buildings, parking or roads in accordance with the approved Landscape Plans prepared by Paula Berketo Landscape Architect, dated 2019.04.12, attached hereto as Schedule 'F'. Minor changes to the Plan may be permitted subject to the approval of the Director of Community Planning & Development.
- (b) The Owner agrees to install appropriate sediment and erosion control fencing prior to the commencement of construction and maintain it in good condition until all construction is complete and all areas are revegetated.

10. Waste Collection

- (a) The Owner shall at all times provide adequate collection and disposal of garbage, recyclables and sanitary refuse.
 - i. Waste collection pads are required for Lots 6-10 and 11-14. The waste collection pads shall be in accordance with Niagara Region's current Waste Collection Policy and Schedule 'C' (Site Plan).
- (b) The Owner and neighbouring land owner (1022 Pelham Street) shall enter into an *Indemnity Agreement* with the Region for waste collection service. The neighbouring land owner is required to sign the *Indemnity Agreement*.
- (c) The following clause shall be included in all *Agreements of Purchase and Sale* or *Standard Ontario Residential Lease Agreements* for all of the below mentioned dwelling units:
 - i. "That in order to accommodate Regional waste collection service, the

waste / recycling containers for Lots 6-10 and 11-14 will need to be placed on the designated waste collection pads, along the private laneway in clearly marked containers."

11. Easements / Rights-of-Way

- (a) The Owner shall, in words satisfactory to Bell Canada, grant to Bell Canada any easements that may be required, which may include a blanket easement for communications / telecommunications infrastructure. In the event of any conflict with existing Bell Canada facilities or easements, the Owner shall be responsible for the relocation of such facilities or easements.
- (b) In the event any easements are required by Enbridge Gas to service the development, the Owner shall provide these to Enbridge Gas Distribution at no cost.

12. Photometry

- (a) The Owner shall ensure that any lighting facility used to illuminate any building or parking area shall be designed and installed so as to deflect from adjacent buildings and streets.
- (b) The Owner shall, at its own expense, provide exterior lighting in accordance with the Photometric Plan prepared by Jhanyes Engineering Inc., dated November 12, 2018, attached hereto as Schedule 'H'.

13. Parking, Curbing, Driveways & Sidewalks

- (a) The Owner shall, at its own expense, provide and at all times maintain on the said Lands, paved parking, laneways and driveway areas acceptable to the Town.
- (b) The Owner shall perpetually maintain all internal pavement markings which include crosswalks and parking stall / accessible stall markings.

14. Building & Services

- (a) The Owner shall construct and the Town shall permit the construction of the buildings and other structures on the Lands in accordance with the Schedules attached hereto to permit the development provided that all such uses shall comply with all building and zoning requirements of the Town.

15. Mail Delivery

The Owner shall complete to the satisfaction of the Director of Public Works and Canada Post the following:

- (a) Include on all offers and agreements of purchase & sale or lease for each unit, a statement that advises:
 - i. That the home / business mail delivery will be from a designated *Centralized Mail Box*.
 - ii. That the Owner is responsible for officially notifying the purchasers of the exact *Centralized Mail Box* locations prior to the

closing of any sales.

(b) The Owner further agrees to:

- i. Work with Canada Post to determine and provide temporary suitable *Centralized Mail Box* locations which may be utilized by Canada Post until the curbs, boulevards and sidewalks are in place for the remainder of the development site.
- ii. Install a concrete pad in accordance with the requirements of, and in a location approved by Canada Post to facilitate the *Centralized Mail Boxes*.
- iii. Identify the pads above on the engineering servicing drawings. Said pads are to be poured at the time of the sidewalk and/or curb installation within each phase of the development.
- iv. Determine the location of all centralized mail receiving facilities in cooperation with Canada Post and to indicate the location of the centralized mail facilities on appropriate maps, information boards and plans. Maps are also to be prominently displayed in the sales office(s) showing specific *Centralized Mail Facility* locations.

16. Administrative & Consulting Costs

The Owner shall pay the Town's reasonable costs (\$2,700 or Two-thousand, seven hundred dollars) in connection with this Agreement for preparation, processing, administration and supervision including, but not limited to, all administrative, legal, inspection and consulting expenses.

17. Deposit for Facilities and Works

(a) At the time of execution of this Agreement, the Owner shall pay to the Town a deposit to guarantee its compliance with this Agreement in an amount equal to:

- i. 20 % of the estimated cost of completing the on-site Facilities and Works; and
- ii. 100% of the estimated cost of completing the off-site works.

The parties have calculated that the estimated cost for completion to be **\$422,165** (Four hundred, twenty-two thousand, one hundred, sixty-five dollars) excluding taxes as set out in Schedule 'B' attached hereto and forming part of this Agreement. Therefore, security in the amount of **\$106,182** (One hundred & six thousand, one hundred & eighty-two dollars) shall be provided to the Town.

(b) The 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 Director of Corporate Services and shall be held as security to ensure the completion of the Facilities and Works until such time as the Town permits its release as ordered herein. The 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.

(c) Upon completion of the Facilities and Works, the Owner shall provide to the Town, at the Owner's expense, confirmation in writing by the Owner's

Qualified Designer or Professional Engineer, or both, that the approved plans appended hereto have been complied with. When such confirmation has been received, the Chief Building Official shall confirm such compliance and the deposit, less any amounts expended to enforce compliance with the Agreement and any amounts refunded or reduced as the work required by this Agreement progresses, shall be returned to the Owner, without interest.

- (d) 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 Facilities and Works required herein to be completed and the Owner covenants and agrees to make such increase. At the sole discretion of the Chief Building Official the amount of the deposit may be reduced at any time after the Owner has reached the stage where the costs to complete the Facilities and Works is less than the amount of the deposit.
- (e) The release of the deposit by the Town does not release the Owner from their obligation to maintain all of the Facilities and Works pursuant to this Agreement.
- (f) 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. An extension of the completion of Works may be considered by the Director of Community Planning & Development.

18. Default

Upon breach by the Owner of any covenant, term, condition or requirement of this Agreement, or upon the Owner becoming insolvent or making any assignment for the benefit of creditors, the Town, at its option, may declare the Owner to be in default. Notice of such default shall be given by the Town, and if the Owner shall not remedy such default within such time as provided in the notice, the Town may declare the Owner to be in final default under this Agreement. Upon notice of default having been given, the Town may require all work by the Owner, its servants, agents, independent contractors and sub-contractors to cease (other than any work necessary to remedy such default) until such default shall have been remedied, and in the event of final default, may require all work as aforesaid, to cease. Upon final default of the Owner, the Town may, at its option, adopt or pursue any or all of the following remedies, but shall not be bound to do so:

- i. Enter upon the subject Lands by its servants, agents and contractors and complete any work, service, repair or maintenance wholly or in part required herein to be done by the Owner, and collect the cost thereof from the Owner and/or enforce any security available to it;
- ii. Make any payment which ought to have been made by the Owner to the Town, for any purpose, and apply the same in payment or part payment for any work which the Town may undertake;
- iii. Retain any sum of money heretofore paid by the Owner to the Town, for any

purpose, and apply the same in payment or part payment for any work which the Town may undertake;

- iv. Bring action to compel specific performance of all or any part of this Agreement for damages; and
- v. Exercise any other remedy granted to the Town under the terms of this Agreement or available to the Town in law.

19. Covenants

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 to and for the Town, its successors and assigns.

20. Registration

The Owner agrees and consents to the registration of notice of this Agreement against the said Lands.

21. Obligation

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.

22. Building Permit

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.

The Owner shall pay parkland dedication fees and applicable Town & Regional development charges at the time a building permit is issued for the dwellings shown on Schedule 'C'.

23. Plans

The Owner agrees that all plans shall be drawn by a Qualified Designer or by a Professional Engineer and all surveys by an Ontario Land Surveyor, subject to the reasonable satisfaction of the Town.

24. Notices

Any notice, demand, acceptance or request 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: Clerk
Town of Pelham
P.O. Box 400
20 Pelham Town Square
Fonthill, ON L0S 1E0

To the Owner at: 1977655 Ontario Ltd.
140 Thorold Road,
Welland, ON L3C 3V4

To the Mortgagee at: 1477950 Ontario Inc.
13 Jacob Common,
St. Catharines, ON L2N 0A6

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 Section 23. Any notice delivered to the party to whom it is addressed in this Section 23 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.

25. Schedules

The originals of the plans set out in Schedule 'C', 'D', 'E', 'F', 'G' and 'H' are available at the offices of the Town at the address set out in Section 24.

26. Binding Effect

This Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors, and assigns.

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

WITNESS

Curtis Thompson
(printed name)

Curtis Thompson
(signature)

2019-11-15
(date)

1977655 ONTARIO LTD.

CHRIS VENTURA
(printed name)

[Signature]
(signature)

2019-11-15
(date)

☐ 'I have the authority to bind the Corporation'

WITNESS

Nick Albano
(printed name)

[Signature]
(signature)

Nov 22 2019
(date)

1477950 ONTARIO INC.

Lori STRICKLAND
(printed name)

[Signature]
(signature)

Nov 22 2019
(date)

☐ 'I have the authority to bind the Corporation'

THE CORPORATION OF THE TOWN OF
PELHAM

[Signature]
Mayor Marvin Junkin

[Signature]
Clerk Nancy J. Bozzato

SCHEDULE 'A'

LEGAL DESCRIPTION

Part Lot 1 Concession 10 Township of Pelham being Parts 1 & 2 on 59R-16347; subject to easements over Part Lot 1 Concession 10, Township of Pelham being Part 2 ON 59R-16347 as in RO569551, RO570541, RO571768 & RO574280; together with an easement over Part Lot 1 Concession 10, Township of Pelham being Part 3 ON 59R-16347; in the Town of Pelham

PIN:	64398-0112 (LT)
Municipal:	100 Welland Road
Roll Number:	2732 030 012 05722

SCHEDULE 'B'

Cost Estimates, Security Deposits & Cash Payments

On-site (excludes HST)	
Stormwater Management System	\$46,065
Water Distribution System	\$84,410
Sanitary Sewer System	\$62,483
Parking / Concrete Walks / Lighting	\$121,990.11
Subtotal	\$314,948.11
Contingency (15%)	\$47,242.22
Total	\$362,190.33
Landscaping (excludes HST)	
Plant Material	\$12,725
Installation	\$3,670
Soil / Mulch	\$8,570
Sod	\$3,535
Subtotal	\$28,500
Contingency (15%)	\$4,275
Total	\$32,775

Off-site (excludes HST)	
Stormwater Management System	\$2,915
Water Distribution System	\$7,225
Sanitary Sewer System	\$3,925
Asphalt / Concrete Sidewalk	\$6,536.70
Subtotal	\$20,601.70
Contingency (15%)	\$3090.26
Total	\$23,691.96
Landscaping (excludes HST)	
Plant Material	\$1,200
Installation	\$300
Soil / Mulch	\$635
Sod	\$915
Subtotal	\$3,050
Contingency (15%)	\$457.50
Total	\$3,507.50

Securities

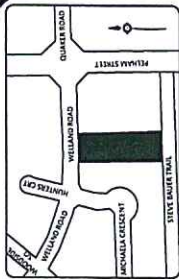
On-Site	20% (\$394,965.33)	= \$78,993
Off-Site	100% (\$27,199.46)	= \$27,199

Total = \$106,182

In accordance with Section 14 (a) of this Agreement, that the estimated cost for completion shall be in the amount of **\$422,165** (Four hundred, twenty-two thousand, one hundred, sixty-five dollars) excluding taxes. Therefore, security in the amount of **\$106,182** (One hundred & six thousand, one hundred & eighty-two dollars) shall be provided to the Town.

Cash Payments

Administration	\$2700
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KEY MAP - NOT TO SCALE

LAND USE SCHEDULE	
SITE AREA	4250 m ²
BUILDING	35%
PAVEMENT	28%
LANDSCAPING	37%
TOTAL	100%
SITE STATISTICS	
UNITS	14
AREA	0.42 ha
DENSITY	33 u/ha
PARKING	
GARAGE	15
AT GRADE	13
VISITOR	8
TOTAL	36



#	DATE	REVISIONS
1	2019/05/17	GARAGE PAD REVISION
2	2019/05/20	SITE PLAN SUBMISSION
3		OWNER

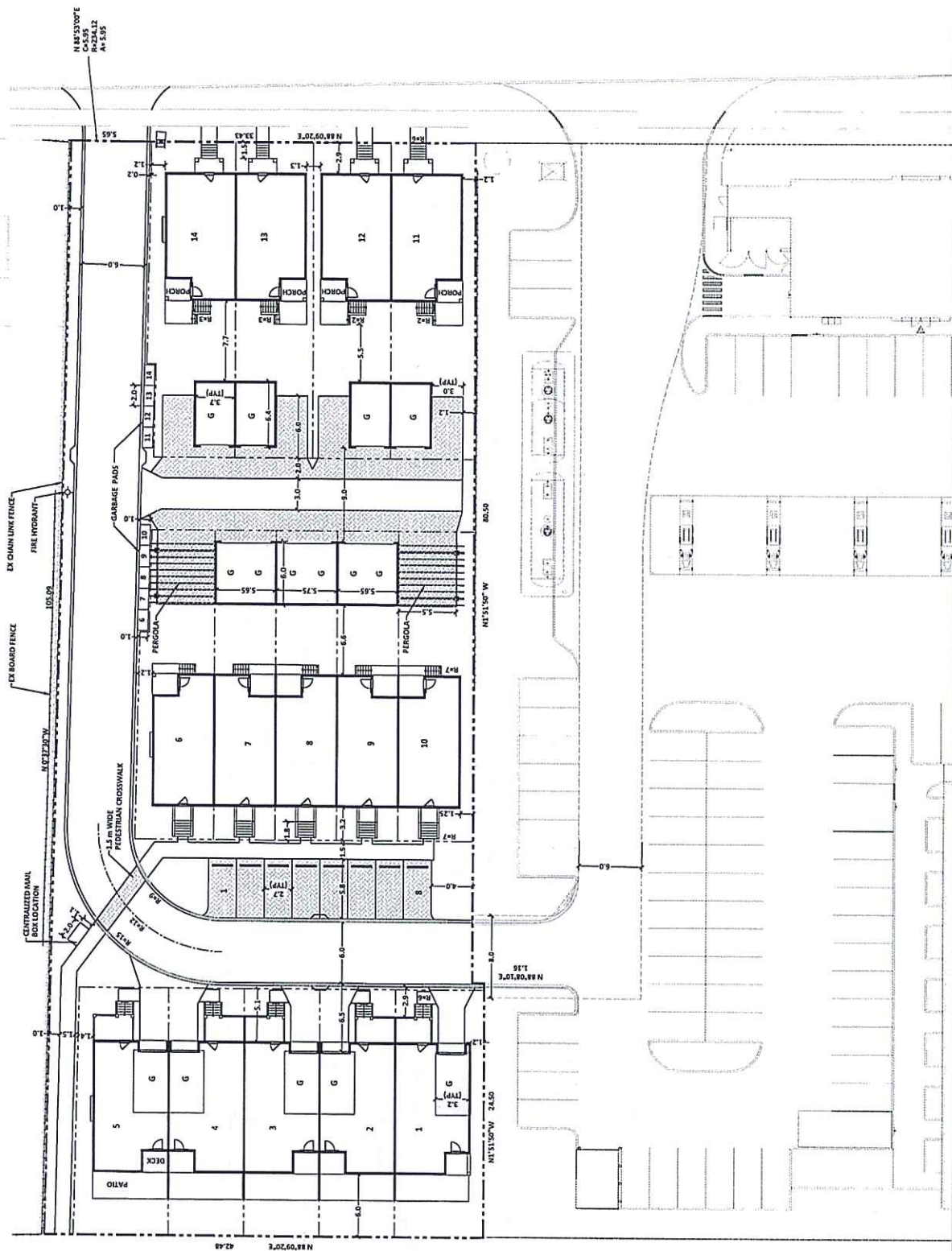
better neighbourhoods
COMMERCIAL DEVELOPMENT CONSULTANTS
1000 SHEPPARD AVENUE EAST, SUITE 100
SCARBOROUGH, ONTARIO M1S 1T5
TEL: 416-491-1505 | WWW.BETTERNEIGHBOURHOODS.CA

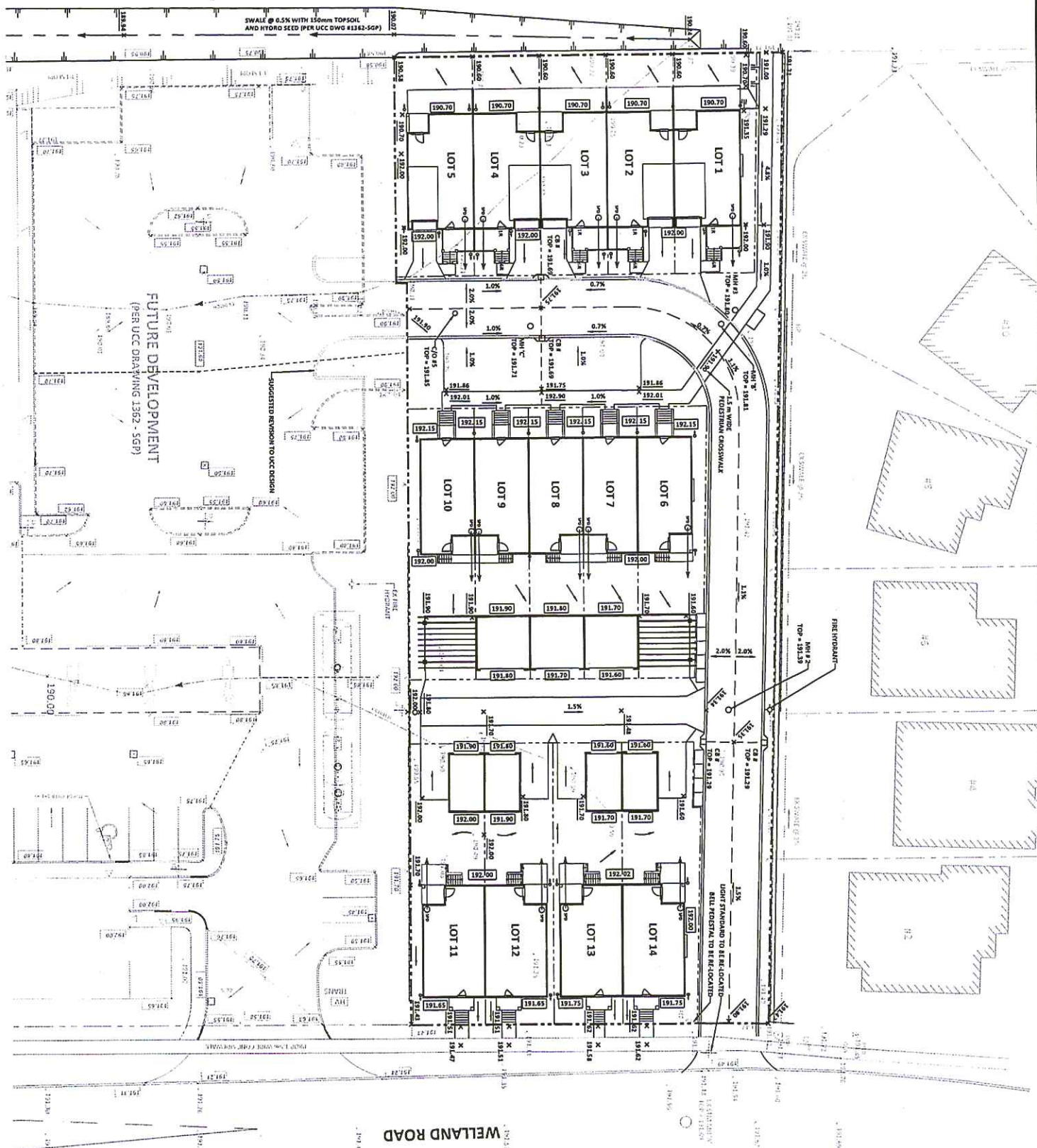
PROJECT TITLE:
100 WELLAND ROAD
Pelham, Ontario

DRAWING TITLE:
SITE PLAN

DATE OF ISSUE: **2019 05 17**

DRAWING No: **0272 SP - 1**
REV. NO: **1**



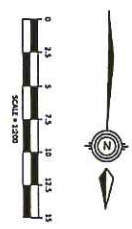


WELLAND ROAD

SECTION 'A'
REAR LANEWAY
N.T.S.



- LEGEND
- 115.00 PROPOSED FINISH ELEVATION
 - 100.00 PROPOSED SPOT ELEVATION
 - RISE
 - DOWNCUT
 - DRAINAGE DIRECTION
 - SUMP PUMP DISCHARGE



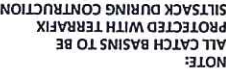
GRADING PLAN

better neighbourhoods
3200 Denison Street, Suite 100
Oakville, Ontario L6M 4B5
Office: 905.468.4555 better@betterneighbourhoods.ca

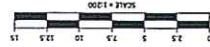
PROJECT TITLE:
100 WELLAND ROAD
Pelham, Ontario

#	DATE	REVISIONS	BY
1	2019/05/16	FOR SPA FINAL	GR/JP
2	2019/05/24	LOTS 1-5 SLUMP PLANT TO FRONT/GR/PAK	GR/JP
3	2020/03/18	FOR SPA	GR/JP

DRAWING NO:	0272-GP-1	REV. NO:	2
DATE OF ISSUE: 2019 05 16			



#	DATE	REVISIONS	CB/AP
2	2019/05/16	FOR SPA FINAL	CB/AP
1	2019/04/24	LOT5 1-5 SUMP PUMP TO FRONT	CB/MC
0	2019/03/18	FOR SPA	CB/AP



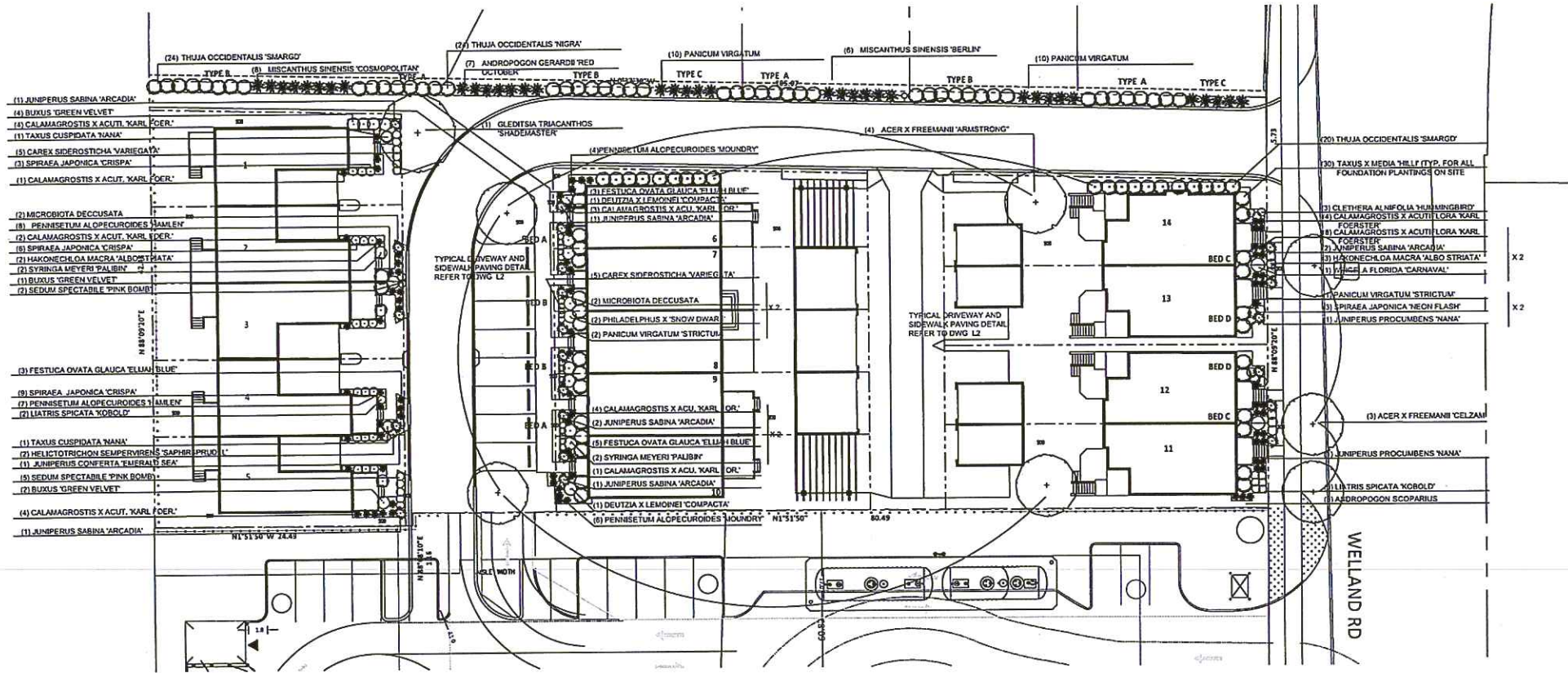
SERVICING PLAN

00 WELLAND ROAD
Pelham, Ontario

**better
neighbourhoods**
DEVELOPMENT CONSULTANTS
190A Ontario Street, Ontario L2H 5K9
Office: 905.884.8385 betterneighbourhoods.ca

0272-SER-1	2
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0272-SER-1	2
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REV #	DATE	DATE	BY
3	2019-04-02	MOVE STREET TREES	PJB
2	2019-04-08	CHANGE TO MUNICIPAL STREET TREES	PJB
1	2019-04-25	ADD PERMEABLE PAVING NOTES	PJB

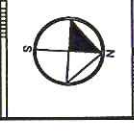
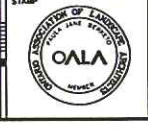
DO NOT SCALE DRAWINGS. REPORT ALL DISCREPANCIES TO THE LANDSCAPE ARCHITECT BEFORE PROCEEDING. ALL DRAWINGS AND DESIGNS REMAIN THE PROPERTY OF THE LANDSCAPE ARCHITECT AND ARE PROTECTED UNDER COPYRIGHT. DRAWINGS ARE NOT VALID FOR CONSTRUCTION UNLESS SIGNED AND SEALED BY THE LANDSCAPE ARCHITECT.

DRAWING TITLE
LANDSCAPE PLAN

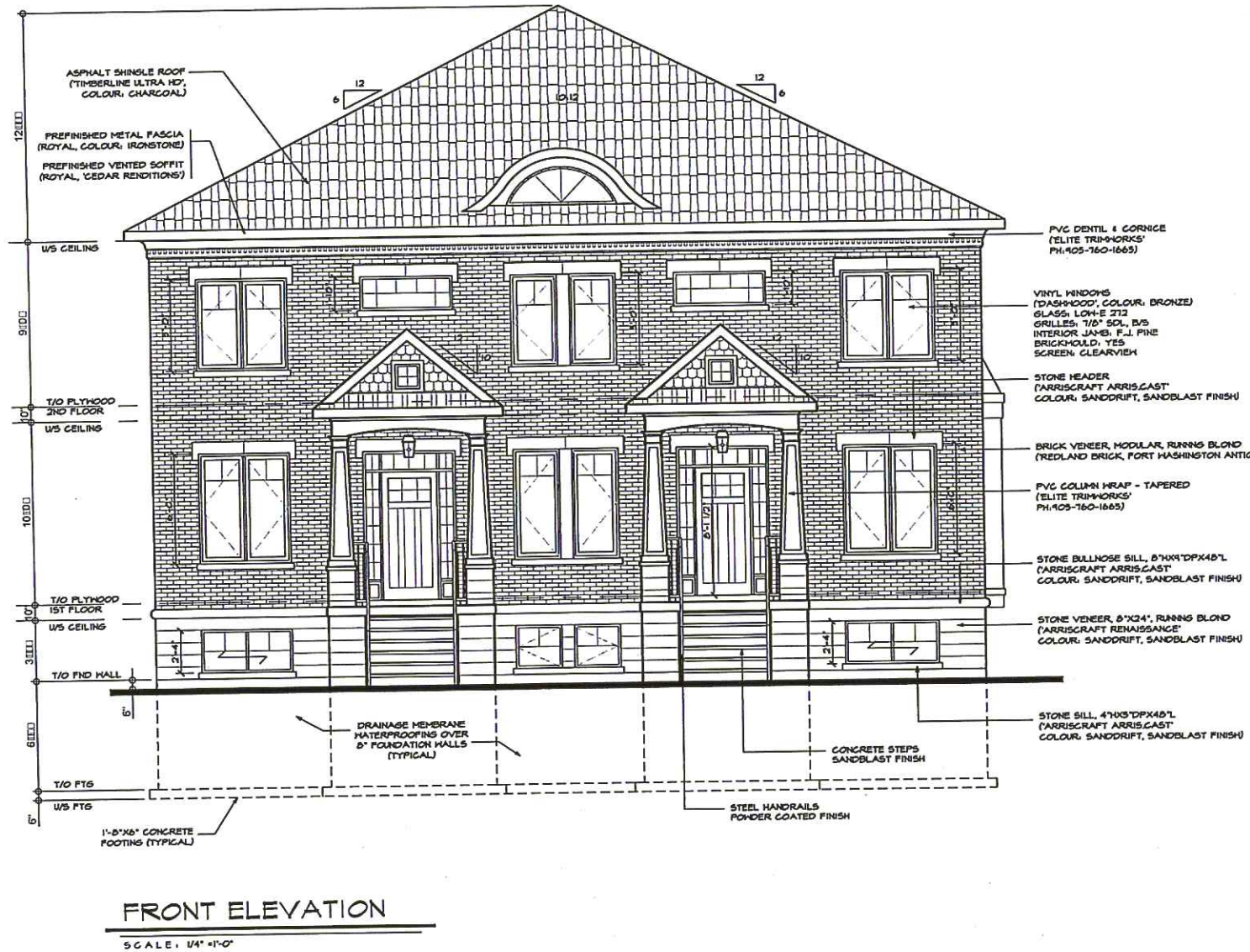
PROJECT
**100 WELLAND ROAD
PELHAM, ONTARIO**

**PAULA BERKETO
LANDSCAPE ARCHITECT**
7231 ROLLING ACRES CRESENT
NIAGARA FALLS, ONTARIO L2G 1E5
905-358-2127 FAX: 905-358-2188 E-MAIL: pberketo@pberketo.com

SCALE
SCALE: 1 : 200
DATE
OCTOBER 27, 2018
DRAWN BY
P. BERKETO
CHECKED BY
P. BERKETO



PAGE
PJB



General Notes

No.	Revision/Issue	Date
1	ISSUED FOR COORDINATION	FEB 14 2016

CORE
design-drafting
Building
residential | commercial | industrial
E-mail: info@coredd.ca Phone: 226-231-1870

Project Name and Address

NEW SEMI-DETACHED
RESIDENCE

100 HELLAND ROAD
FELHAM, ON

Drawing Title

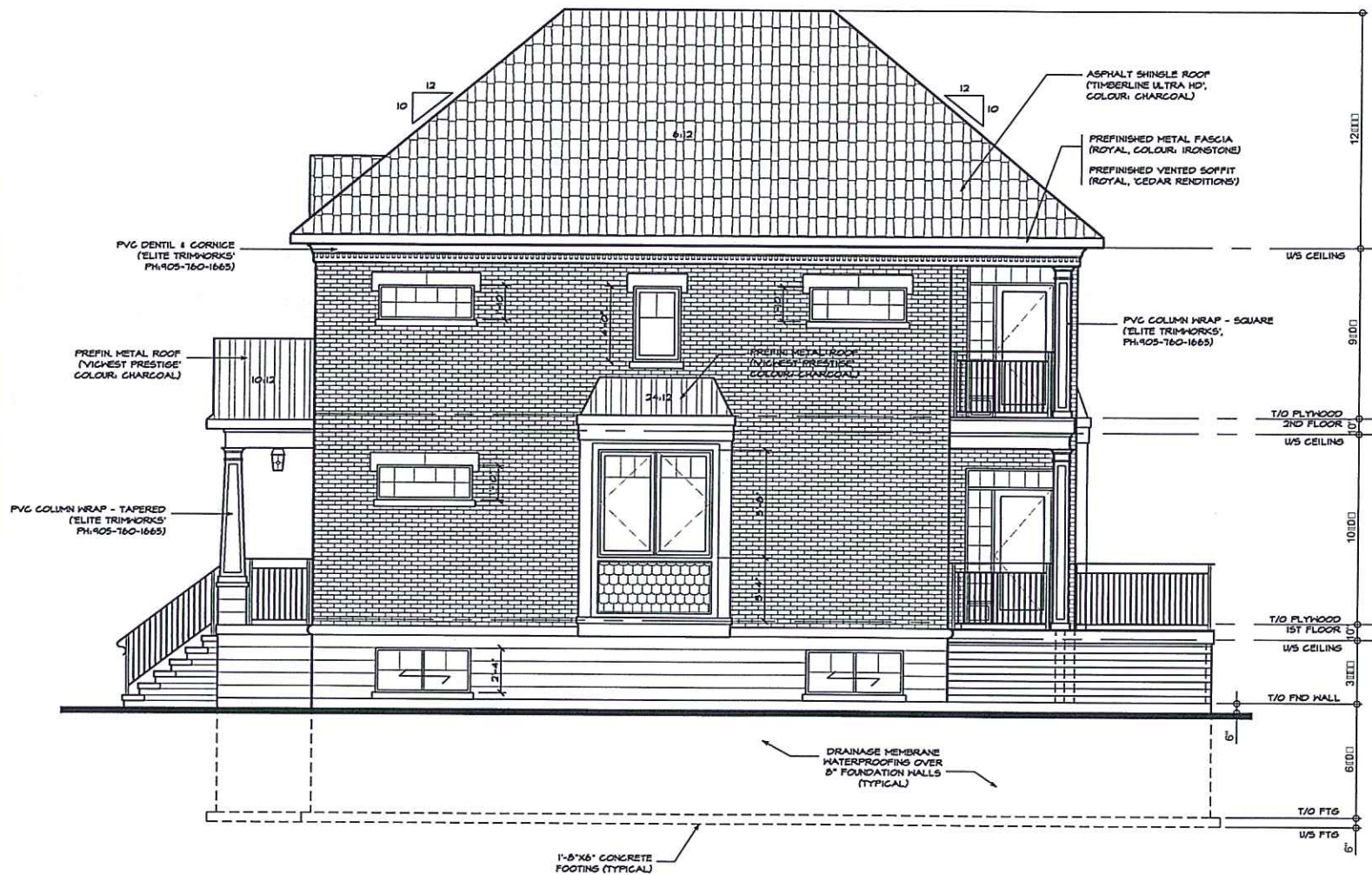
ELEVATIONS

Date: FEB 2016

Scale: AS NOTED

Sheet

A4



RIGHT-SIDE ELEVATION

SCALE: 1/4" = 1'-0"

General Notes

1	ISSUED FOR COORDINATION	FEB 14 2019	
No.	Revision/Issue	Date	

CORE
design-drafting

residential | commercial | industrial
E-mail: info@core.ca Phone: 905.211.1870

Project Name and Address

NEW SEMI-DETACHED
RESIDENCE

100 HELLAND ROAD
PELHAM, ON

Doc Title

ELEVATIONS

Date

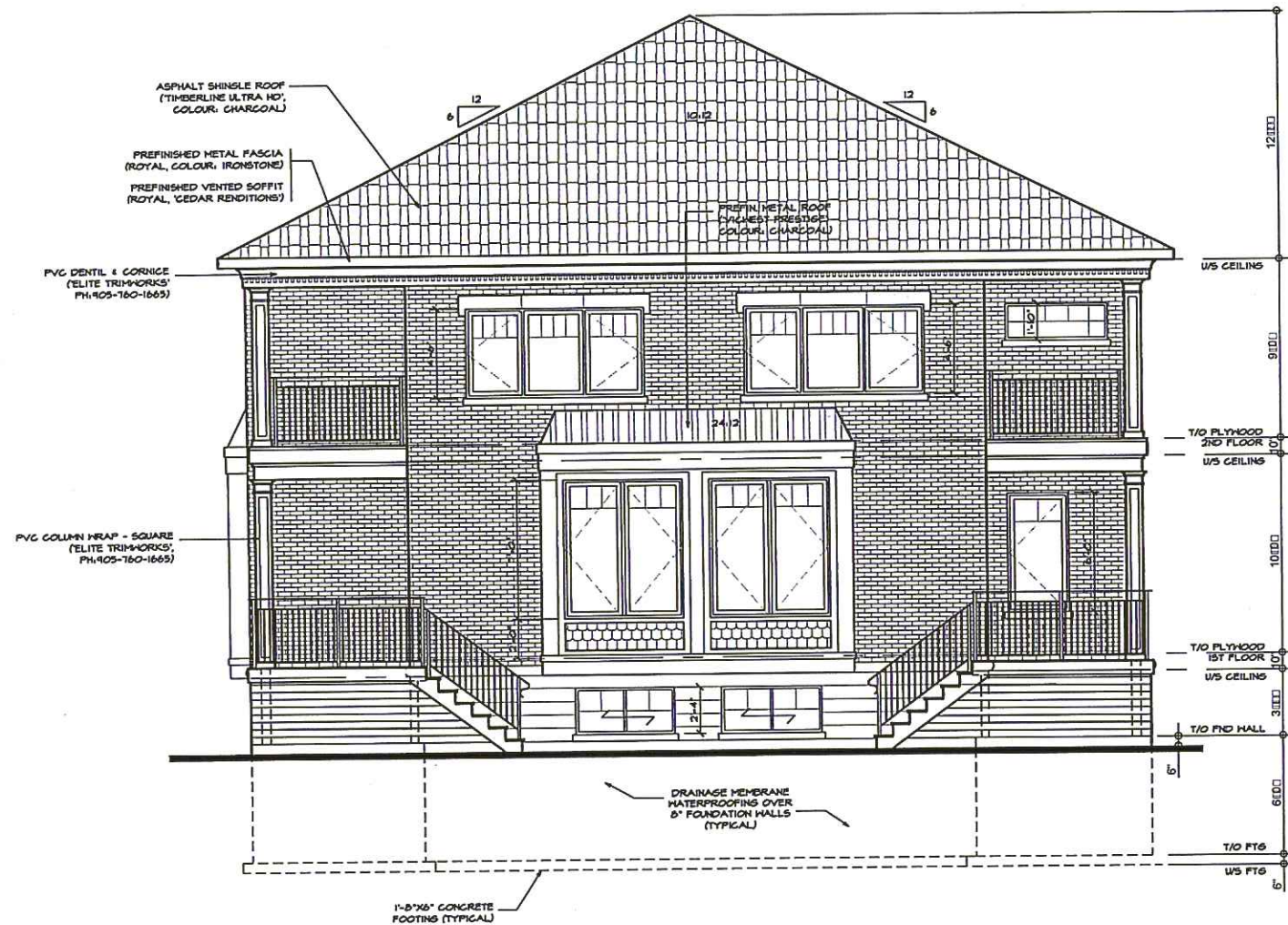
FEB 2019

Scale

AS NOTED

Sheet

A5



REAR ELEVATION

SCALE: 1/4" = 1'-0"

General Notes

No.	Revision/Issue	Date
1	ISSUED FOR COORDINATION	FEB 14 2015

CORE
design-drafting
Building
residential | commercial | industrial
E-mail: info@coredd.ca Phone: 289-837-1878

Project Name and Address

NEW SEMI-DETACHED
RESIDENCE

100 WELLMAN ROAD
PELHAM, ON

Draw Title	Sheet
ELEVATIONS	A6
Date	FEB 2015
Scale	AS NOTED



LEFT-SIDE ELEVATION

SCALE: 1/4" = 1'-0"

General Notes

No.	Revision/Issue	Date
1	ISSUED FOR COORDINATION	FEB 14 2016

CORE
design-drafting
Building
residential | commercial | industrial
Email: info@coredd.ca Phone: 226-211-1315

Project Name and Address

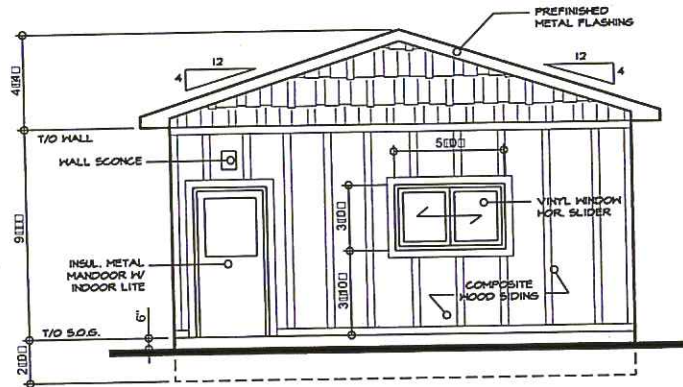
NEW SEMI-DETACHED
RESIDENCE

100 WELAND ROAD
FELHAM, ON

Orig Title
ELEVATIONS
Date
FEB 2016
Scale
AS NOTED

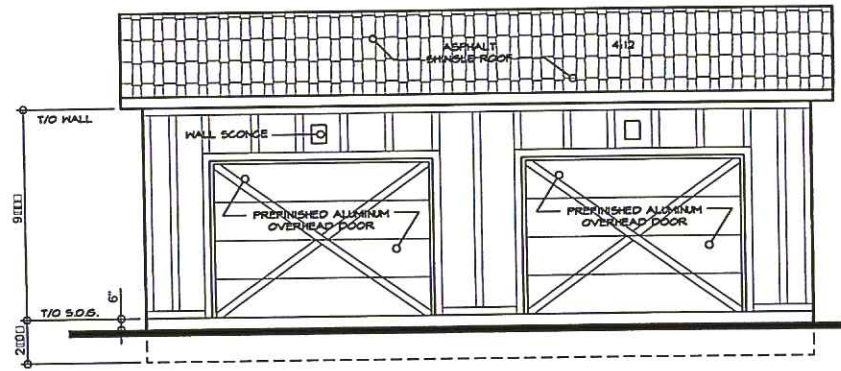
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A7



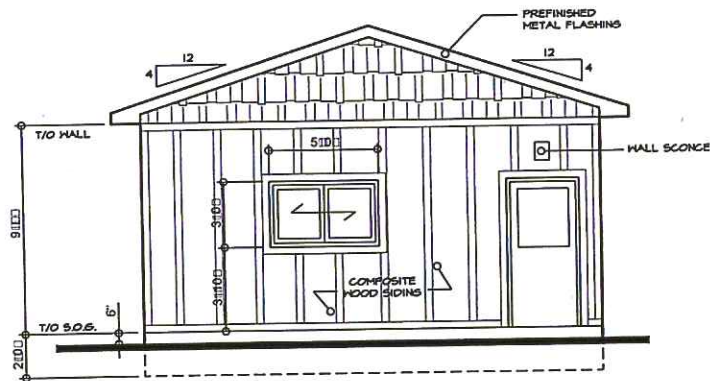
FRONT ELEVATION

SCALE: 1/4" = 1'-0"



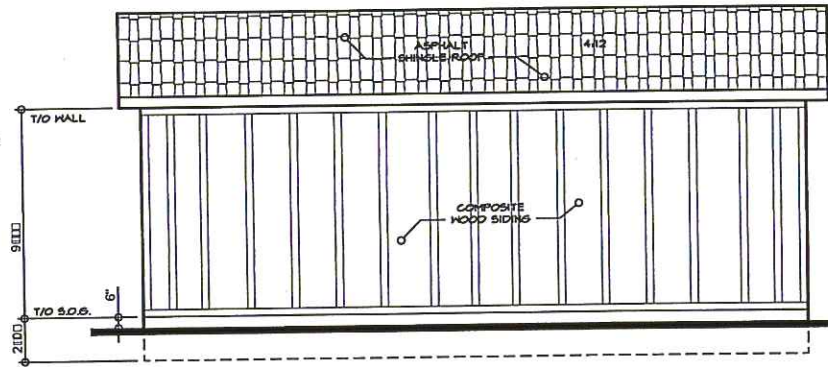
SIDE ELEVATION

SCALE: 1/4" = 1'-0"



REAR ELEVATION

SCALE: 1/4" = 1'-0"



SIDE ELEVATION

SCALE: 1/4" = 1'-0"

General Notes

2	ISSUED FOR PRICING	OCT 11 2016
1	ISSUED FOR COORDINATION	FEB 14 2016
No.	Revision/Issue	Date

CORE
design-drafting
Building
residential | commercial | industrial
E-mail: info@core-llc.ca Phone: 226-431-1810

Project Name and Address

GARAGE

100 HELLAND ROAD
FELHAM, ON

Proj. Title

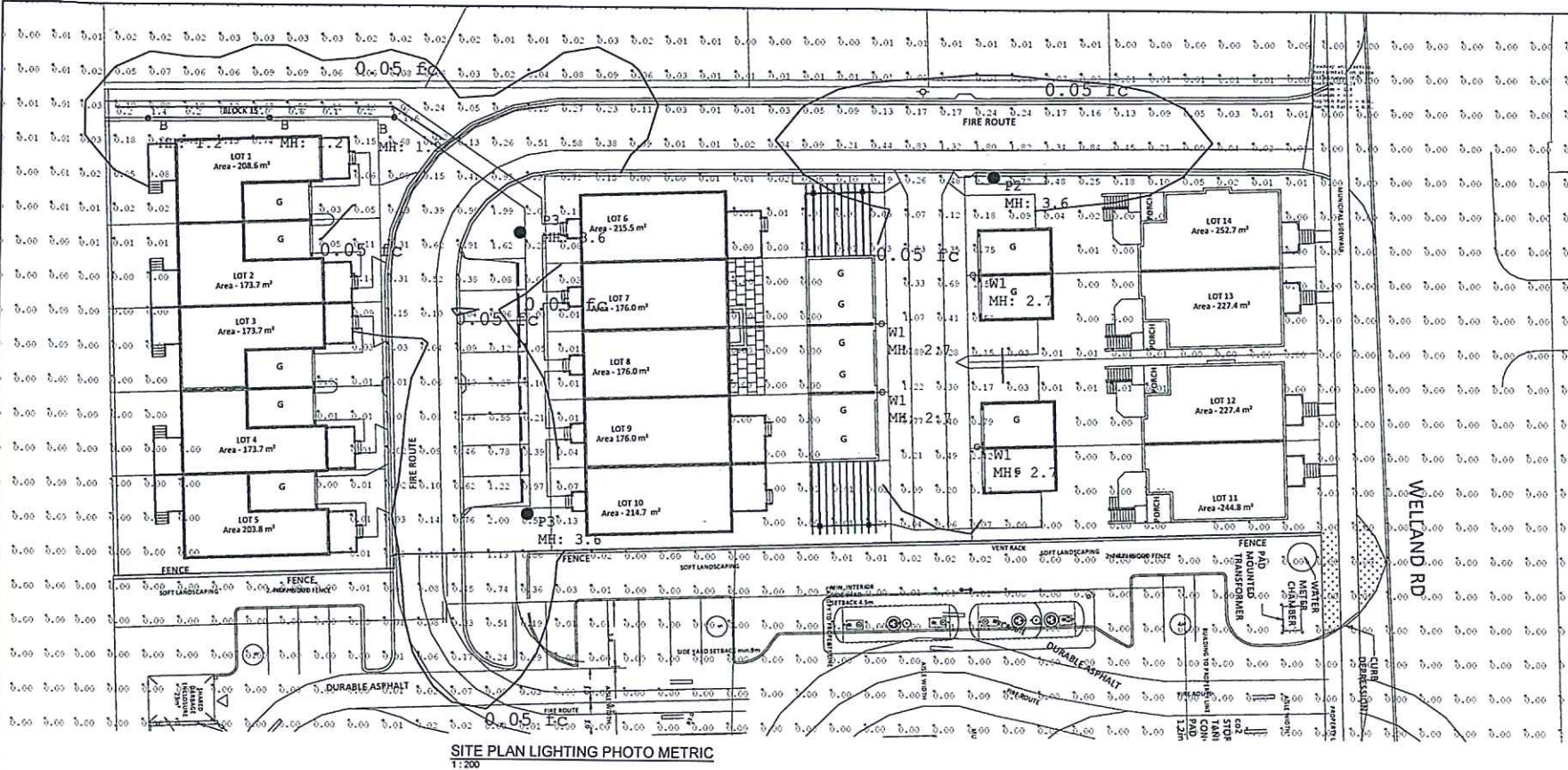
ELEVATIONS

Date FEB 2016

Scale AS NOTED

Sheet

G2



* TOTAL LLP SHOWN REPRESENTS COMBINED LOSS OR GAIN FACTORS INCLUDING LED LUMEN DEPRECIATION, LUMINAIRE DIRT DEPRECIATION AND PROBATING OR DERATING TO ACCOUNT FOR CCT, WATTS, OR OTHER APPLICABLE FACTORS.

Luminaire Schedule

Tag	Symbol	Qty	Description	BUG Rating	Arrangement	Lum. Lumens	Lum. Watts	Total LLP*	Filename
3	○	3	Lumenpulse EMB10-RO-V-30K-CR190-2120-0-NO bollard	B0-03-G1	SINGLE	820	20.96	0.855	EL2B10-RO-120C77-10K-CR180-2120-0-NO_21706021-R1.ies
1	●	1	Lumenpulse FUR100T-V-CSL-240-30K-CR170-3ELS on 12 ft pole	B0-00-G1	SINGLE	1901	31	0.912	FUR100T_V_Y-120_277-CSL-240-30K-CR1 70-3 BLS.ies
2	●	2	Lumenpulse FUR100T-V-CSL-240-30K-CR170-3ELS on 12 ft pole	B0-00-G1	SINGLE	1499	31	0.912	FUR100T_V_Y-120_277-CSL-240-30K-CR1 70-4 BLS.ies
4	■	4	Bega 66_410xH3 sconce	B1-01-G0	SINGLE	1217	17	0.912	24502.ies

Calculation Summary

Label	Description	CalcType	Units	# Pts	Avg	Max	Min	Avg/Min	Max/Min
Walkway		Illuminance	Fc	11	0.65	1.6	0.1	6.50	16.00
Roadway and Parking	horizontal, on grade	Illuminance	Fc	78	0.34	1.8	0.0	N.A.	N.A.

I HEREBY CERTIFY THAT THIS LIGHTING PROPOSAL WILL PROVIDE THE LEVELS OF ILLUMINATION AS NOTED AND HORIZONTAL ILLUMINATION AT ROAD LEVEL WILL NOT BE LESS THAN 1 FOOT CANDLES ALONG ROUTES DESIGNATED AS AVERAGE ILLUMINATION.

APPROVED BY: JAMAL ALAZZAM P.ENG.

FIRM: JHANTS ENGINEERING INC.

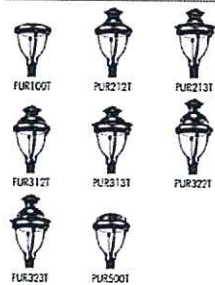
DATE: OCT 29 2018



BOLLARD



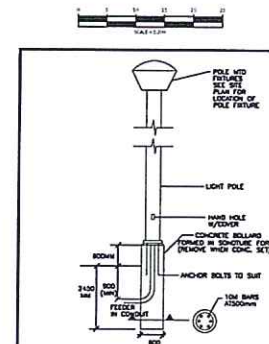
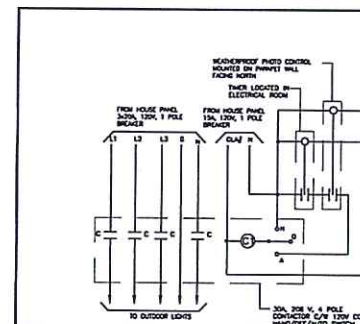
BEGA 24 502



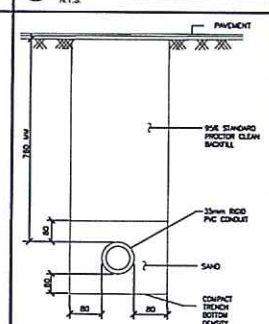
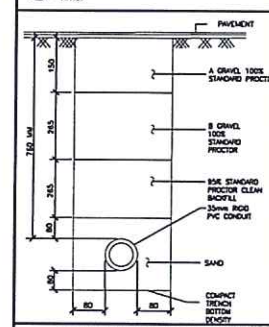
PUR SERIES

Luminaire Location Summary

LumNo	Label	X	Y	Z	Orient	Tilt
1	B	2,384	44,525	1.2	45	0
2	B	23,894	44,725	1.2	45	0
3	B	12,984	44,625	1.2	45	0
4	P2	76.1	35.9	3.6	90	0
5	P3	35.9	10.2	3.6	180	0
6	P3	34.95	34.75	3.6	128.454	0
7	W1	74.65	31.35	2.7	180	1.682
8	W1	75.4	16.4	2.7	180	1.682
9	W1	66.15	27	2.7	3.366	0
10	W1	66.3	21.65	2.7	3.013	0



TRENCH DETAIL AREA LIGHTING UNDER PAVED AREAS AND SLABS



CONTRACTOR MUST VERIFY ALL DIMENSIONS AND BE RESPONSIBLE FOR CORRECTING THE SAME. DO NOT SCALE THE DRAWING. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES.

DATE: OCT 29, 2018

REV	DATE	DESCRIPTION
1	10/29/18	ISSUED FOR PERMITTING



JHANTS ENGINEERING INC.
ELECTRICAL AND MECHANICAL

11
1:200
FEB 2018

NEW SEMI-DETACHED RESIDENCE 10000 W. WELAND RD. PLEASANT HARBOR, CA 94047

SITE PLAN - LIGHTING PHOTO METRIC AND DETAIL

SP-E01