

**Site Plan Agreement
Wierenga Greenhouses Limited
1768 – 1770 Balfour Street**

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THIS AGREEMENT made this 11th day of January 2021.

BETWEEN:

WIERENGA GREENHOUSES 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 with greenhouses in accordance with Schedule 'B-D' 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) 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".
- (c) 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 'B-C' attached hereto and forming part of this Agreement to the reasonable satisfaction of the Town.
- (d) 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 'B-D' attached hereto and forming part of this Agreement and to the reasonable satisfaction of the Town.
- (e) The Owner shall maintain and keep in good repair driveways and access servicing the buildings located in the development.
- (f) The Owner shall keep all construction access routes open and ensure that adequate dust control, mud tracking and debris control measures are carried out during the site's development.
- (g) 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.
- (h) 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.
- (i) The Owner shall ensure the building foundation is constructed using a slab-on-grade style concrete pad, notwithstanding the limited amount of concrete anchor posts detailed on Schedule 'D', to avoid disturbing deeply buried

archaeological resources. Post excavation shall be conducted by mechanical auger boring. And further:

- i. 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 Heritage, Sport, Tourism & Culture Industries (416-212-8886) and a licensed archaeologist 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*.

- (j) 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.
- (k) 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.
- (l) 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.
- (m) 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.
- (n) 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.
- (o) 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.

- (p) Should the existing and / or proposed greenhouses depicted on Schedule 'C' be subject to a future conversion to a *cannabis production facility*, approval from Council through a subsequent Site Plan Amendment is required.

3. Grading

- (a) 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. This does not include minor grading required for *normal farm practices* as long as there are no adverse drainage impacts caused to regulated natural features or adjacent lands.

4. Sanitary Sewer System

- (a) Domestic waste water from the existing and proposed building(s) shall be discharged into a private sanitary sewer system approved by the Region of Niagara at the time of building permit approval, as applicable.

5. Water Supply

- (a) The Owner shall, at its own expense, provide and maintain an internal private water supply necessary to serve the lands.
- (b) 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.

6. Storm Sewer System

- (a) The Owner shall ensure that all storm water runoff is maintained on-site and does not negatively impact adjacent property.

7. Roads & Access

- (a) The Owner shall utilize and maintain the existing driveways for access to the greenhouses, agricultural building(s) and existing residential dwelling.

8. Waste Collection

- a) The Owner is advised that if the waste collection limit cannot be met, or if curbside collection is not desired, waste collection will be the responsibility of the Owner via private contractor. However, the site remains eligible for Regional recycling and organics collection subject to compliance with the current Regional Waste Collection Policy.

9. 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.

10. 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.
- (b) The Owner shall ensure the building foundation is constructed using a slab-on-grade style concrete pad, notwithstanding the limited amount of concrete anchor posts detailed on Schedule 'D', to avoid disturbing deeply buried archaeological resources.

11. 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. The Town shall give notice of such default, 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.

12. 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.

13. Registration

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

14. 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.

15. 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.

16. 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.

17. 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: Wierenga Greenhouses Limited
1768 Balfour Street, R.R. 3
Fenwick, ON L0S 1C0

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. Any notice delivered to the party to whom it is addressed in this Section 17 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.

18. Schedules

The originals of the plans set out in Schedule 'B', 'C' and 'D' are available at the offices of the Town at the address set out in Section 17.

19. 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

Jodi Hegros
(printed name)

J. Hegros
(signature)

Jan 18/21
(date)

WIERENGA GREENHOUSES LIMITED

Jason Wierenga
(printed name)

Jason Wierenga
(signature)

Jan 18 2021
(date)

☒ 'I have the authority to bind the Corporation'

**THE CORPORATION OF THE TOWN OF
PELHAM**

Marvin Junkin
Mayor Marvin Junkin

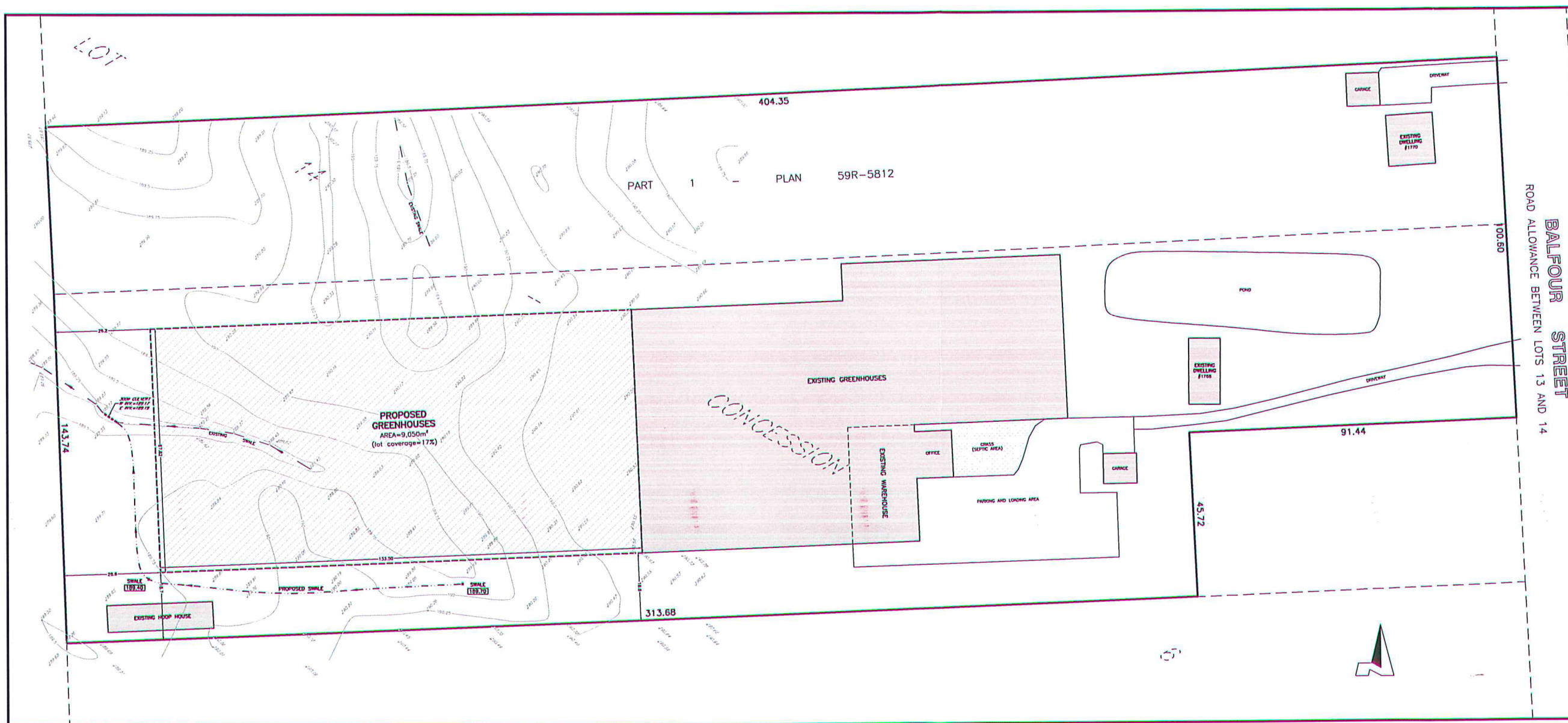
Nancy J. Bozzato
Clerk Nancy J. Bozzato

SCHEDULE 'A'

LEGAL DESCRIPTION

Concession 6, Part of Lot 14; Town of Pelham

PIN:	64036-0075 (LT)
Municipal:	1768 – 1770 Balfour Street
Roll Number:	2732 010 008 18101



LOT STATISTICS		
SITE AREA	= 54,472m ²	- 100%
TOTAL BUILDING AREA	= 17,055m ²	- 31%
PARKING & LOADING AREA	= 1,745m ²	- 3%

SKETCH
SHOWING PROPOSED FEATURES
PART OF LOT 14 - CONCESSION 6
GEOGRAPHIC TOWNSHIP OF PELHAM
IN THE
TOWN OF PELHAM
REGIONAL MUNICIPALITY OF NIAGARA
SCALE 1 : 600
0 2 4 6 8 10 20 30 40 METRES

CAUTION
THIS IS NOT A PLAN OF SURVEY AND SHALL NOT BE USED
EXCEPT FOR THE PURPOSE INDICATED IN THE TITLE BLOCK

© COPYRIGHT 2020
THE REPRODUCTION, ALTERATION OR USE OF THIS SKETCH IN WHOLE OR IN
PART, WITHOUT THE EXPRESS WRITTEN PERMISSION OF CHAMBERS AND
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NOTE
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NOT FROM AN ACTUAL SURVEY.
DO NOT SCALE FROM THIS DRAWING.

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UNLESS EMBOSSED WITH SEAL."**

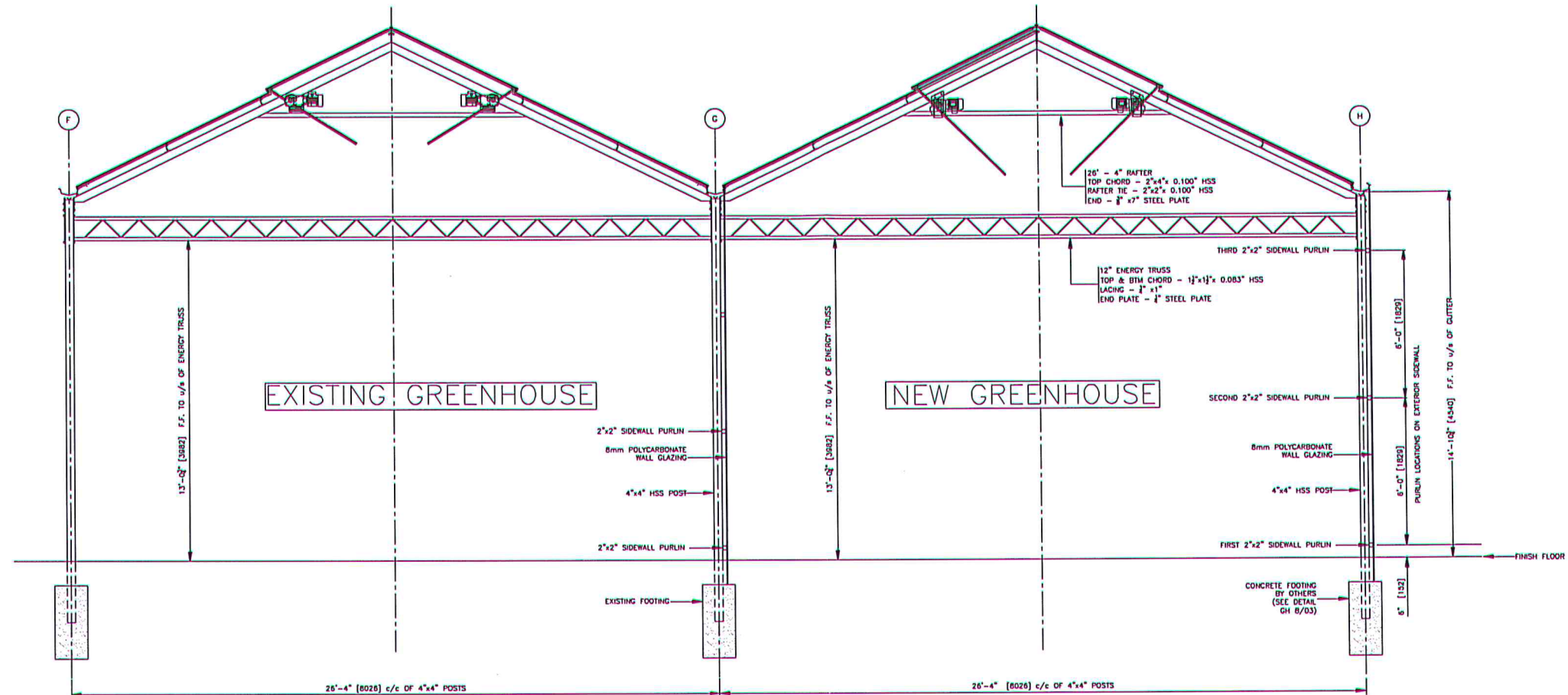
METRIC NOTE
DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN
BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

LEGEND
--- 100.25 --- DEOTES EXISTING GROUND ELEVATION
--- 100.25 --- EXISTING CONTOUR ELEVATION
--- 100.25 --- FINISHED FLOOR
--- 100.25 --- PROPOSED GRADE
--- 100.25 --- PROPOSED FLOW DIRECTION

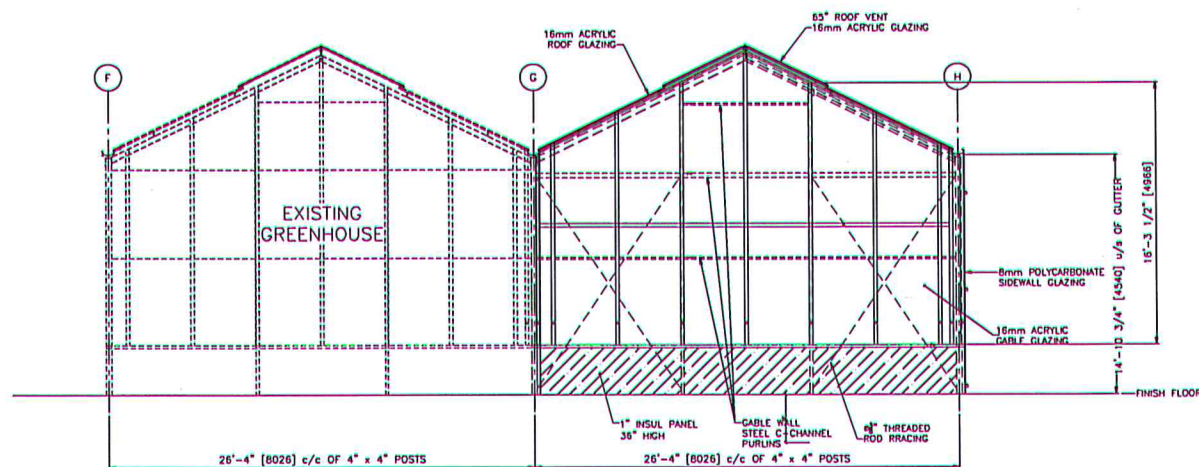
REVISIONS		
Rev #	REVISION	Date
0	FINAL SUBMISSION	27 Oct/20
1	Revised per town comments	6 Nov/20

**CHAMBERS AND ASSOCIATES
SURVEYING LTD**
12 THEODORE ROAD EAST (905) 725-7841 / 725-7844
WILLOW OAKWOOD FAX (905) 725-1333
L3C 3T2 www.cas-surveying.com

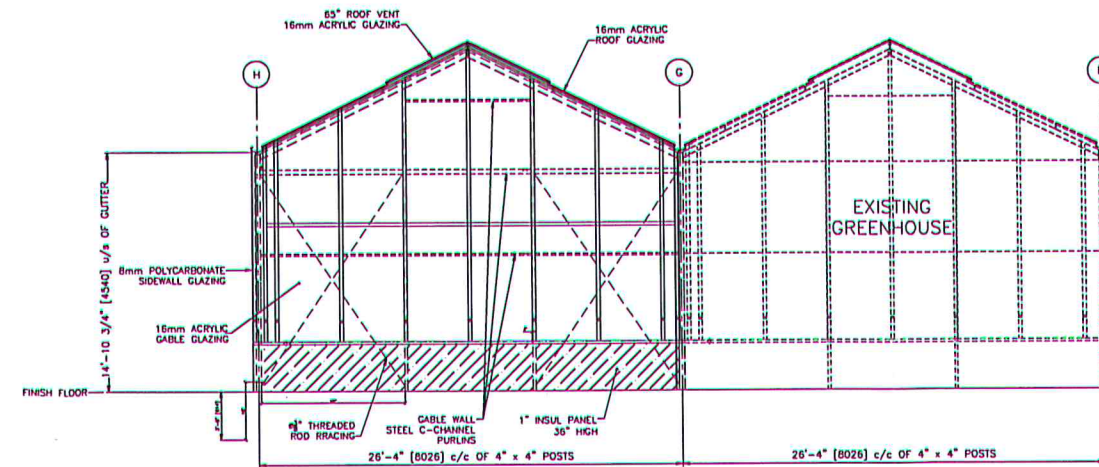
DATE: 01/11/20 DRAWN BY: DHT CHECKED: 00054-1_US PROJECT: 00054-1-CP rev1 FILE NO: 00-54-1



1 GREENHOUSE CROSS-SECTION
02 SCALE: 1/4" = 1'-0"



2 GABLE WALL ELEVATION
02 SCALE: 3/16" = 1'-0"



3 GABLE WALL ELEVATION
02 SCALE: 3/16" = 1'-0"

JGS Limited



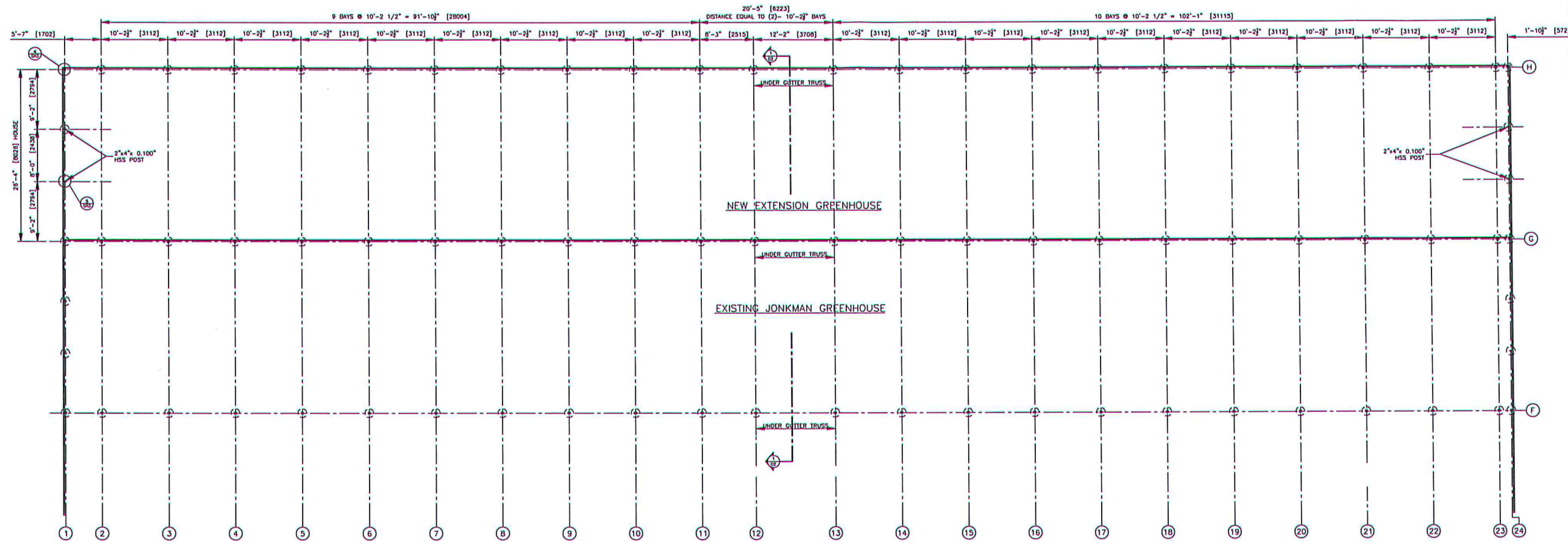
WIERENGA GREENHOUSE
EXTENSION 2020
FONT HILL, ON.

Rev. No.	Date	Desc.

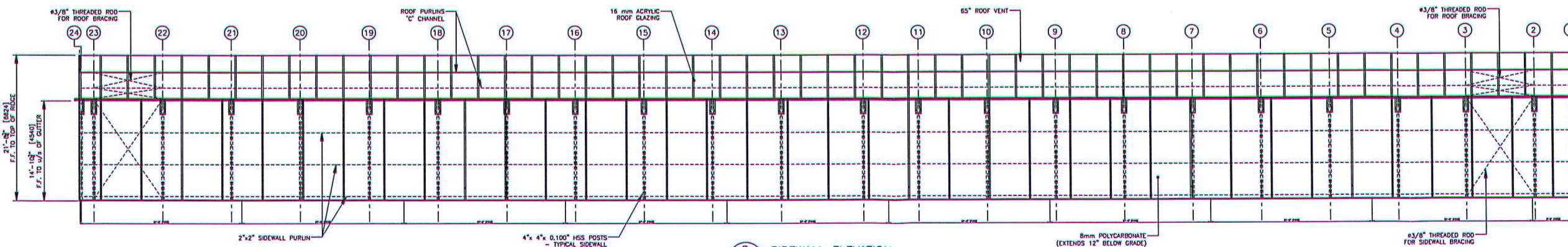
GH02
CROSS
SECTION
AND GABLE
ELEVATIONS

DATE ISSUED:
08/10/2020

GH02



1 POST LAYOUT
01 SCALE: 1/8" = 1'-0"



2 SIDEWALL ELEVATION
01 SCALE: 1/8" = 1'-0"

JGS Limited
100 NORTH SERVICE ROAD,
SUDBURY, ONTARIO L4H 1V1
TEL: 705.453.7501 FAX: 705.453.8811



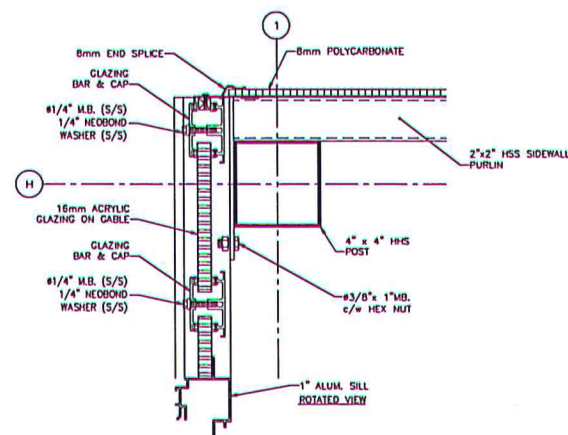
WIERENGA GREENHOUSE
EXTENSION 2020
FONT HILL, ON.

Rev. No.	Date	Desc.

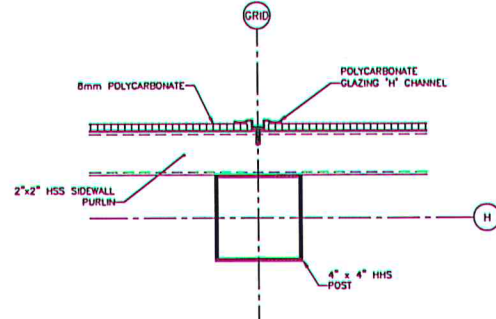
GREENHOUSE
FLOOR PLAN
AND
SIDEWALL
ELEVATION

DATE ISSUED:
08/10/2020

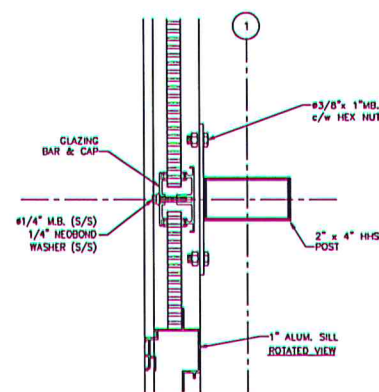
GH01



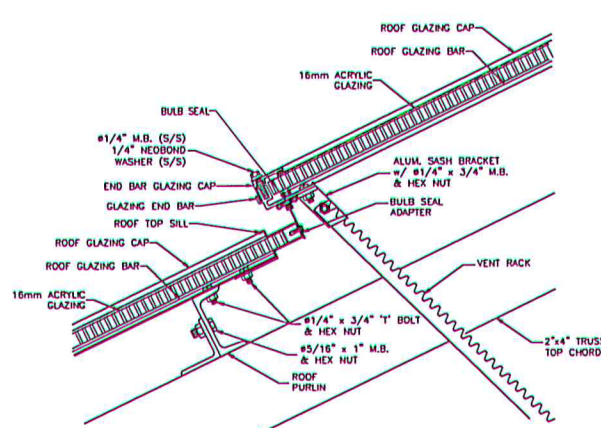
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03 CORNER POST DETAIL
SCALE: 3" = 1'-0"



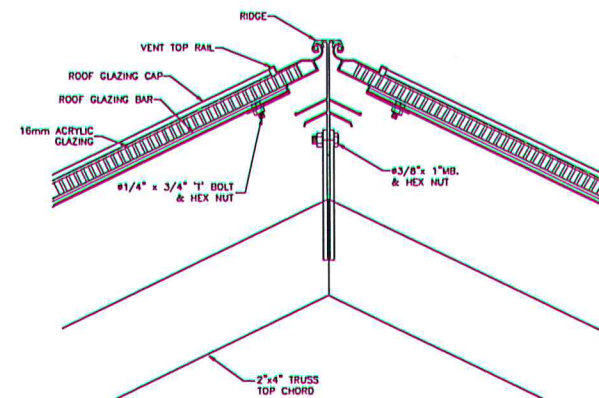
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03 8mm POLYCARBONATE SIDEWALL POST DETAIL
SCALE: 3" = 1'-0"



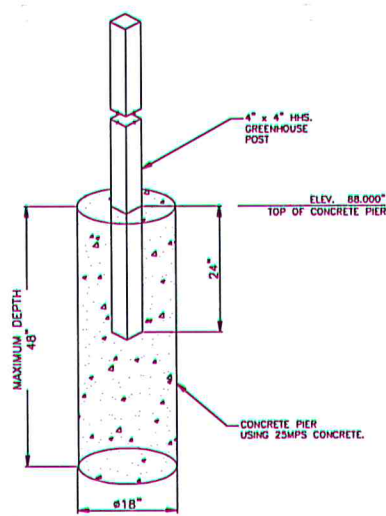
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03 ACRYLIC GABLE WALL POST DETAIL
SCALE: 3" = 1'-0"



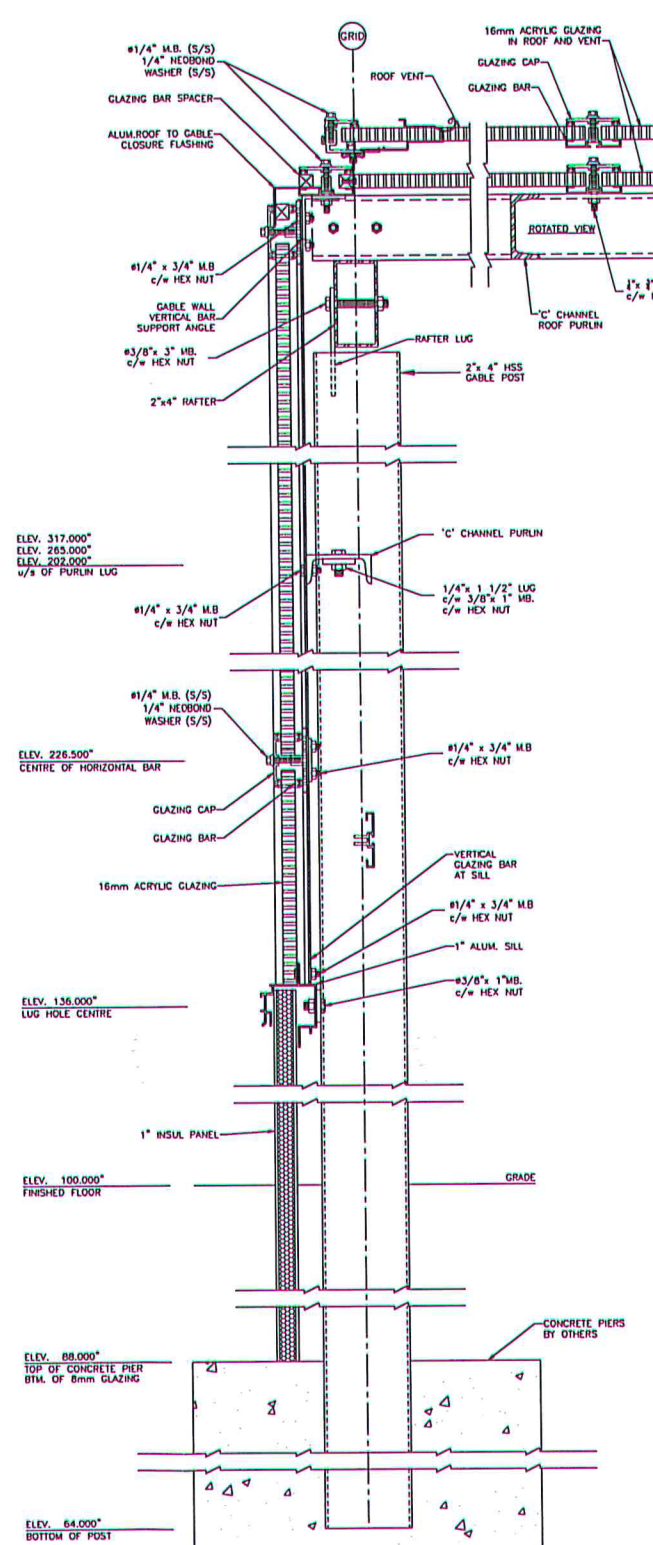
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03 ROOF VENT DETAIL
SCALE: 3" = 1'-0"



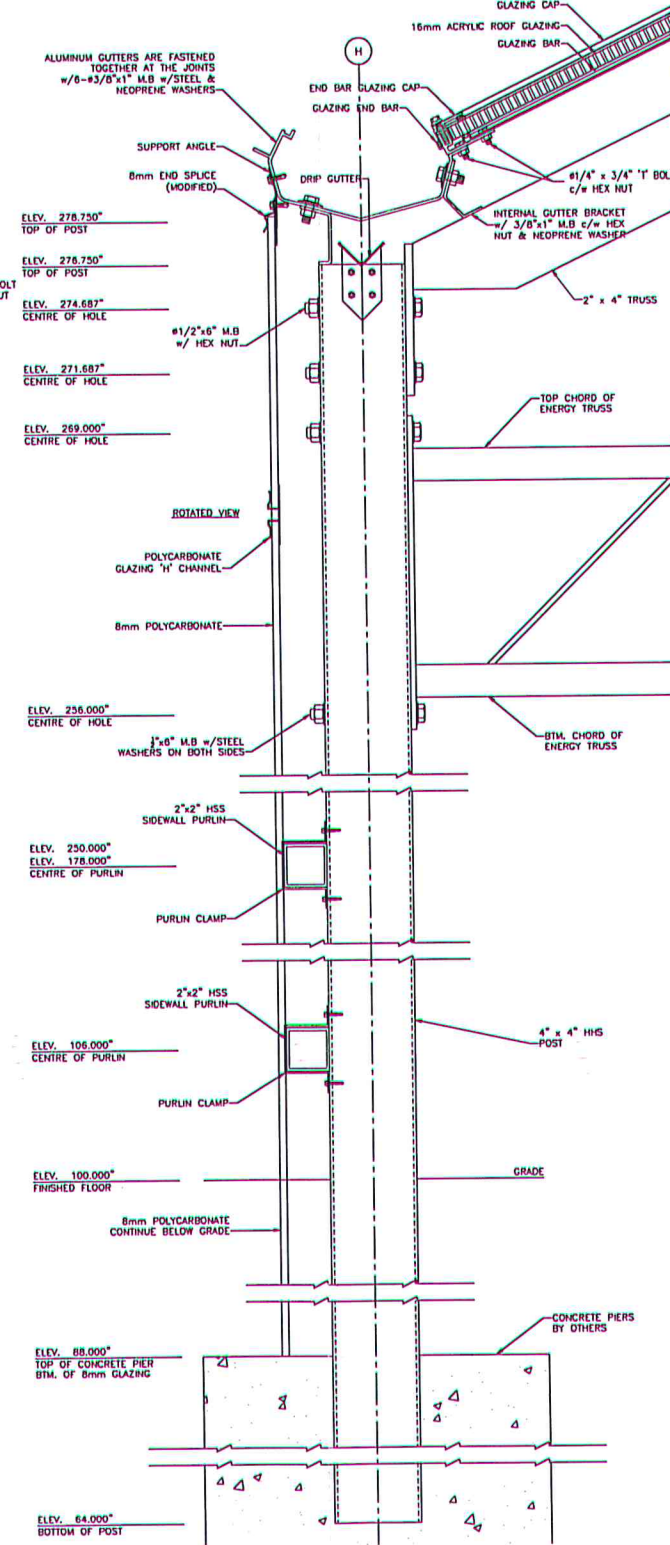
7
03 ROOF VENT DETAIL
SCALE: 3" = 1'-0"



8
03 POST ANCHOR DETAIL
SCALE: 3" = 1'-0"



2
03 16mm ACRYLIC GABLE WALL DETAIL
SCALE: 3" = 1'-0"



1
03 8mm POLYCARBONATE SIDEWALL DETAIL
SCALE: 3" = 1'-0"

JGS Limited
1000 NORTH BAYVIEW BLVD.
SCARBOROUGH, ONTARIO M1S 5E8
TEL: 416-291-7141 FAX: 416-291-7141



WIERENGA GREENHOUSE
EXTENSION 2020
FONT HILL, ON.

Rev. No.	Date	Desc.

GREENHOUSE
WALL SECTIONS
POST DETAILS
AND
VENT DETAILS

DATE PLOTTED: 08/10/2020

GH03