

**Site Plan Agreement
Summerside Blvd Inc.
Part 5 on RP 59R-16105 (Summersides Mews)**

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This Agreement made this _____ day of _____, 2020.

Between:

Summerside Blvd Inc.

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. This shall include any future condominium corporation(s).
- (b) The Owner shall obtain a certificate from an Ontario Land Surveyor stating that all existing and new survey evidence is in place at the development's completion.
- (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 complete modifications to Wellspring Way and Summersides Boulevard as initial primary servicing obligations, prior to building permits. Particularly, the installation of all on-street layby parking stalls.
- (g) 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 parking area, internal laneway and all walkways / paths 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 on any sidewalks or public property.
- (h) 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.

- (i) During construction, the Owner shall ensure all construction related vehicles that are not carrying out the works are parked on the subject lands or the new on-street parking stalls and are not parked within the travelled carriageway of the municipal road allowance, or Meridian Community Centre driveways.
- (j) 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.
- (k) 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 a licensed archaeologist [ASI Archaeologist and Cultural Heritage Services] 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*.

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

- (p) 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.
- (q) 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.
- (r) The Owner acknowledges the lands may be exposed to odour and dust from nearby agricultural operations and agricultural-related traffic that may interfere with residents.

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 Schedules 'E – F', 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 'E' of this Agreement, have been achieved.
- (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.
- (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 Servicing, Grading & Drainage Plans, attached hereto as

Schedules 'D – F'. 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 'C').
- (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 including fire hydrants.
- (b) The Owner (including any condominium corporation) shall, at its own expense, provide the Fire & By-law Services department with annual compliance records of the private fire hydrant installed as per Schedule 'D' (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 stormwater system identified in the Servicing, Grading and Drainage Plans, attached hereto as Schedules 'D – F', 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 in accordance with Schedule 'D – F'.
- (c) The storm sewer system must comply with the Region's Sewer Use By-law #27-2014.

8. Roads, Laneways & Access

- (a) The Owner shall, at its own expense, prior to construction taking place on Town property, obtain a Temporary Works Permit from the Public Works Department.
- (b) The Owner shall, at its own expense, install the layby parking stalls along the public street boulevards as a primary servicing obligation, prior to the issuance of any building permits, and in accordance with Schedule 'C'. The transition between the travelled carriageway and parking bays shall use mountable curbs (OPSD 600.030).
- (c) The Owner shall, at its own expense, restore any asphalt, curb cuts and trench excavations within the roadway / public property 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.
- (d) The Owner shall locate all private / regulatory signs within the subject lands on private property.
- (e) The Town shall, via by-law, designate and sign the internal laneway and south entrance of the *Meridian Community Centre* as a 'Fire Route'. The Owner shall be responsible for the cost of signage and installation.
- (f) The Town shall, via by-law, designate the private laneway and south entrance to the *Meridian Community Centre* by street name(s) for civic addressing purposes of the subject Lands.
- (g) The following clauses shall be included in all *Agreements of Purchase and Sale* or *Standard Ontario Residential* (or commercial) *Lease Agreements*:
 - i. *"Purchasers / tenants are advised that during waste / recycling collection operations, vehicles may be required to utilize the entire laneway and block traffic."*
 - ii. *"Purchasers / tenants are advised that in order to accommodate Regional waste collection services the laneway and adjacent pavement flanking structures may be required to facilitate vehicle maneuvers. These areas shall be kept clear of personal vehicles and objects for Regional access."*
 - iii. *"Purchasers / tenants of the apartment building (Block C) are advised that waste & recycling collection services will be provided through the use of Molok containers that will be serviced via private contractor."*

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 laneways in accordance with the approved Site & Landscape Plans, attached hereto as Schedule 'C & G'. Minor changes to these Plans may be permitted subject to the approval of the Director of Community Planning & Development.
- (b) The Owner shall, at its own expense, plant medium to large caliper sized street trees in accordance with the Landscape Plan, attached hereto as

Schedule 'G'. The tree species shall vary and be selected from Table 2.17A of the Pelham Engineering Design Manual.

- (c) The Owner shall, at its own expense, install a landscaped hedge row and / or privacy fence along the rear (north) of Blocks B separating the *Meridian Community Centre*. The fence or hedgerow shall restrict access between the internal sidewalk and Meridian Community Centre parking lot.
- (d) 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 organic refuse.
- (b) See required warning clauses under Section 8. g).
- (c) The Owner shall enter into an *Indemnity Agreement* with the Region for waste collection service prior to building permit issuance, in accordance with the Regional Corporate Waste Collection Policy, and by-laws relating to curbside waste collection.

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.
- (c) The Town shall convey a perpetual right-of-way for access purposes in favour of the Owner / subject lands over the southern and western driveway entrances to the *Meridian Community Centre*, as applicable. The Owner shall bear costs associated with reference plan preparation and supply the Town with such plan prior to construction of services.

12. Photometry

- (a) The Owner shall ensure that any lighting facility used to illuminate any building or parking area shall be designed and installed to illuminate downward so as not to deflect upon adjacent buildings or streets.

13. Parking, Curbing, Driveways, Sidewalks & Boulevards

- (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 pavement markings, concrete sidewalks, parking lots and curbs in good condition.
- (c) The Owner shall, at its own expense, reinstate the street boulevards as per Schedules 'C & G', this includes the installation of layby parking stalls, concrete curbing and street trees among others, to the satisfaction of the Town.
- (d) The Owner shall install decorative fencing between the parking lot and Wellspring Way lot line to the satisfaction of the Director of Community Planning & Development.

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 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** (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 **\$769,570** (Seven hundred sixty-nine thousand, & five hundred seventy dollars), excluding taxes, as set out in Schedule 'B' attached hereto and forming part of this Agreement. Therefore, security in the amount of **\$269,346** (Two hundred sixty-nine Thousand, & three hundred forty-six 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 applicable Town & Regional development charges at the time a building permit is issued for the buildings shown on Schedule 'C'.

Limiting Distance for an Exposing Building Face:

- a) In accordance with the *Ontario Building Code*, the Owner and Town agree to the stipulations outlined in Section 9.10.14.2 (4) in order to calculate the *limiting distance* beyond the (future) condominium lot line that will separate Unit 25 from Unit 27 on Schedule 'C'. This clause shall remain perpetually embedded within this Agreement and be registered against the title of the Lands. This *limiting distance* permission shall not compromise the Town's indemnity and the Owner shall comply with the *Ontario Building Code*.

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
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To the Owner at:	Summerside Blvd Inc. 13 Carleton Street South, Thorold ON L2V 1Z5
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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 24 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 – 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

Summerside Blvd Inc.

(printed name)

(printed name)

(signature)

(signature)

(date)

(date)

☐ 'I have the authority to bind the Corporation'

The Corporation of the Town of Pelham

Mayor Marvin Junkin

Clerk Nancy J. Bozzato

SCHEDULE 'A'

Legal Description

Part of Block 4, Plan 59M-432 and Part 5 on RP 59R-16105, as in _____;
Town of Pelham

PIN: _____ - _____ (LT)

Municipal: _____

Roll Number: 2732 ____ ____ ____

SCHEDULE 'B'

Cost Estimates, Security Deposits & Cash Payments

On-site	
Water Distribution System	\$106,900
Sanitary Sewer System	\$95,200
Stormwater Management System	\$84,580
Parking Lot / Laneway	\$224,472
Concrete Sidewalks	\$8,400
Top soil	\$2,711
Sodding	\$11,411
Shrubs / Trees	\$6,120
Mulch	\$1,326
Fencing	\$2,602
Subtotal	\$543,722
Contingency (15%)	\$81,558
Total	\$625,280

Off-site	
Water Distribution System	\$7,450
Sanitary Sewer System	\$17,800
Stormwater Management System	\$10,800
Street Trees	\$9,000
Layby Parking Stalls	\$51,620
Concrete Sidewalks	\$23,800
As-Built Survey	\$5,000
Subtotal	\$125,470
Contingency (15%)	\$18,821
Total	\$144,290
Overall Total	\$769,570

Securities

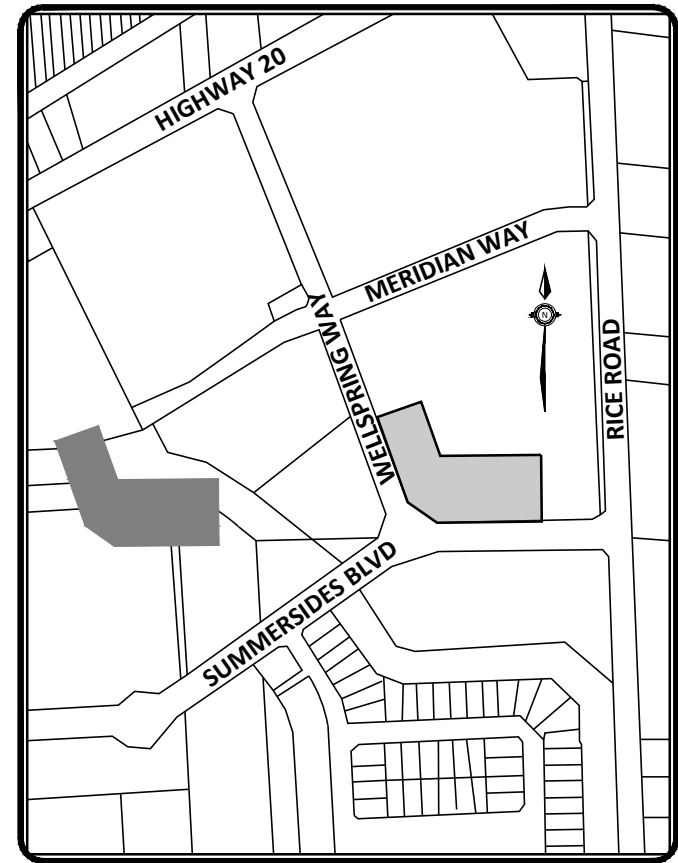
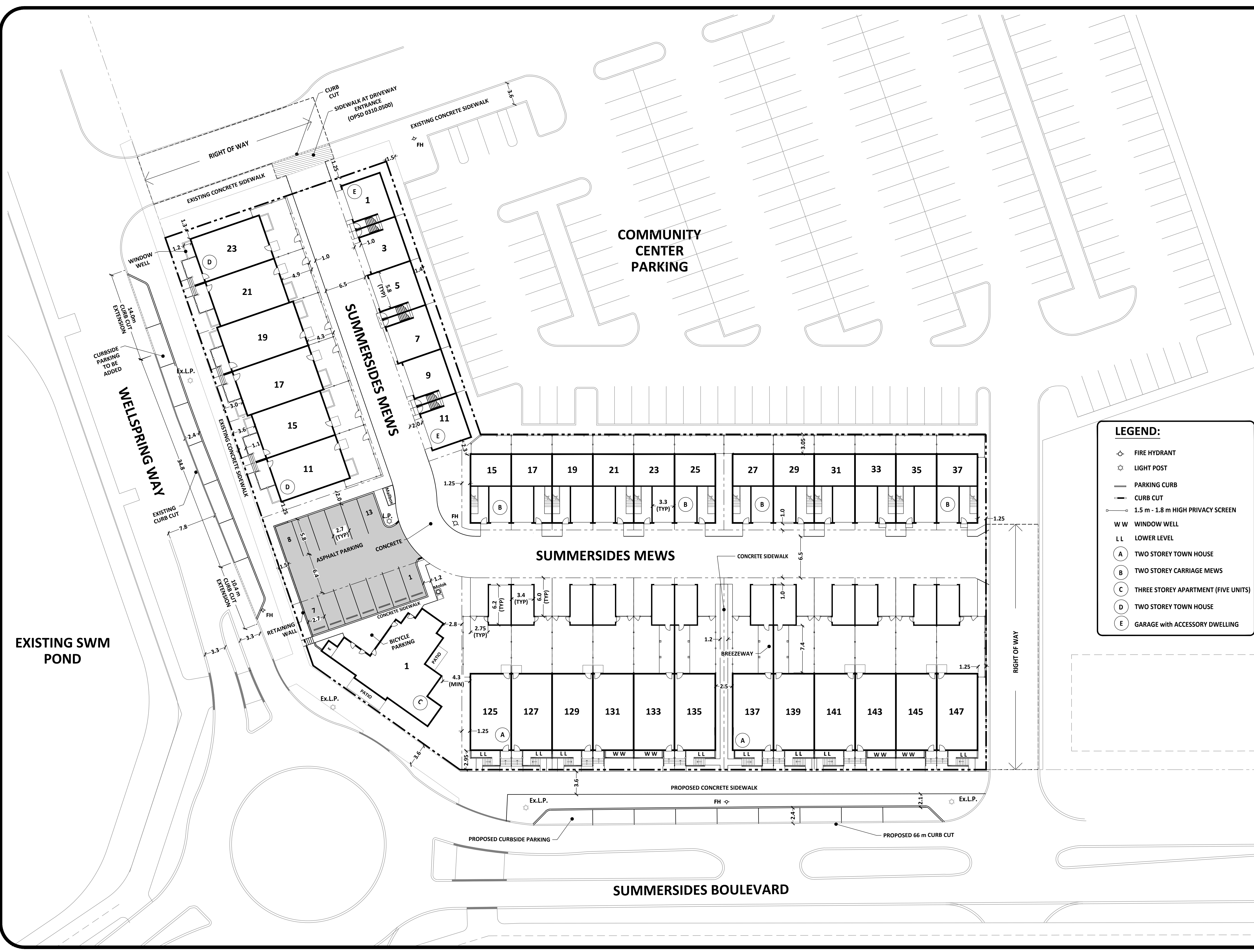
On-Site	20% (\$625,280)	= \$125,056
Off-Site	100% (\$144,290)	= \$144,290

Total **= \$269,346**

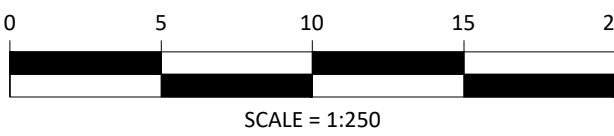
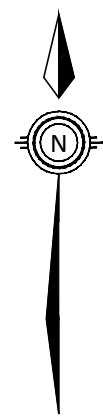
In accordance with Section 14 (a) of this Agreement, that the estimated cost for completion shall be in the amount of **\$769,570** (Seven hundred sixty-nine thousand, & five hundred seventy dollars), excluding taxes. Therefore, security in the amount of **\$269,346** (Two hundred sixty-nine Thousand, & three hundred forty-six dollars) shall be provided to the Town.

Cash Payments

Administration \$2700



KEY MAP - NOT TO SCALE



SCALE = 1:250

SITE STATISTICS

SITE AREA	7017 m²
BUILDING COVERAGE	46%
PAVEMENT COVERAGE	24%
LANDSCAPE COVERAGE	30%

PROPOSED DEVELOPMENT

2 STOREY TOWN HOUSES	30
3 STOREY APARTMENT	1
ACCESSORY DWELLINGS	6

PARKING

GARAGE STALLS	33
SURFACE STALLS	28
TOTAL PARKING STALLS	41
PARKING PADS	20



PROJECT TITLE:

SUMMERSIDES MEWS
Pelham, Ontario

DRAWING TITLE:

SITE PLAN

DATE OF ISSUE:

2020 04 13

DRAWING No:

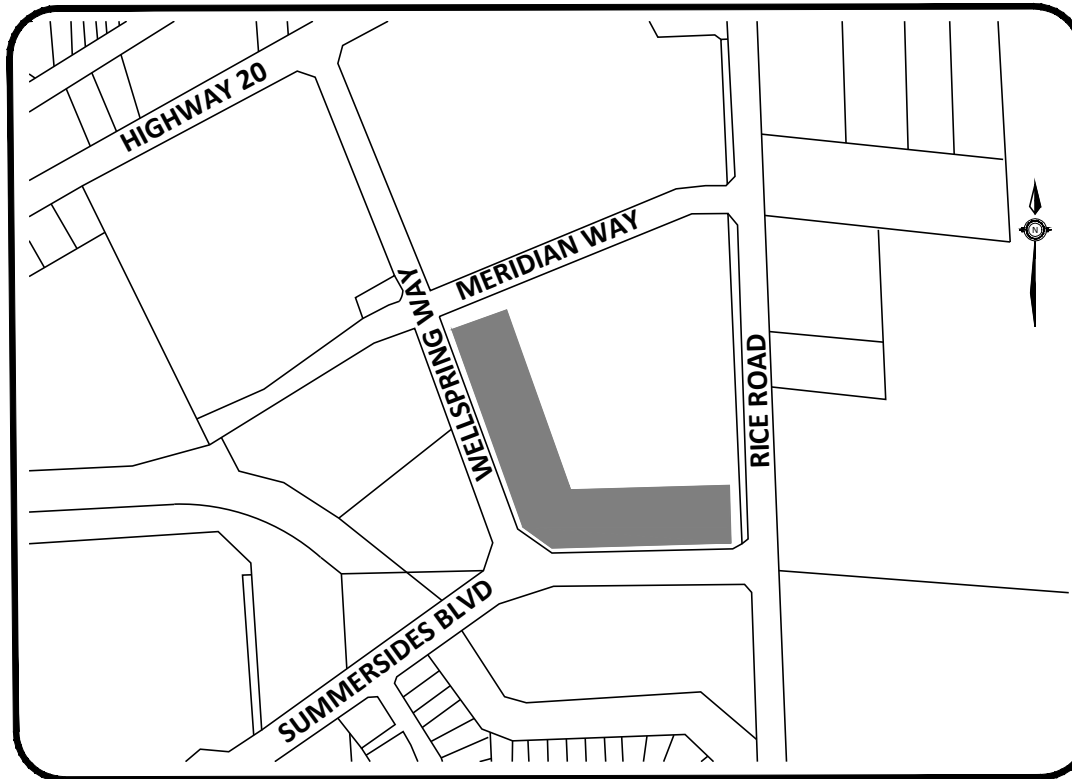
0310 SP 1

REV. NO:

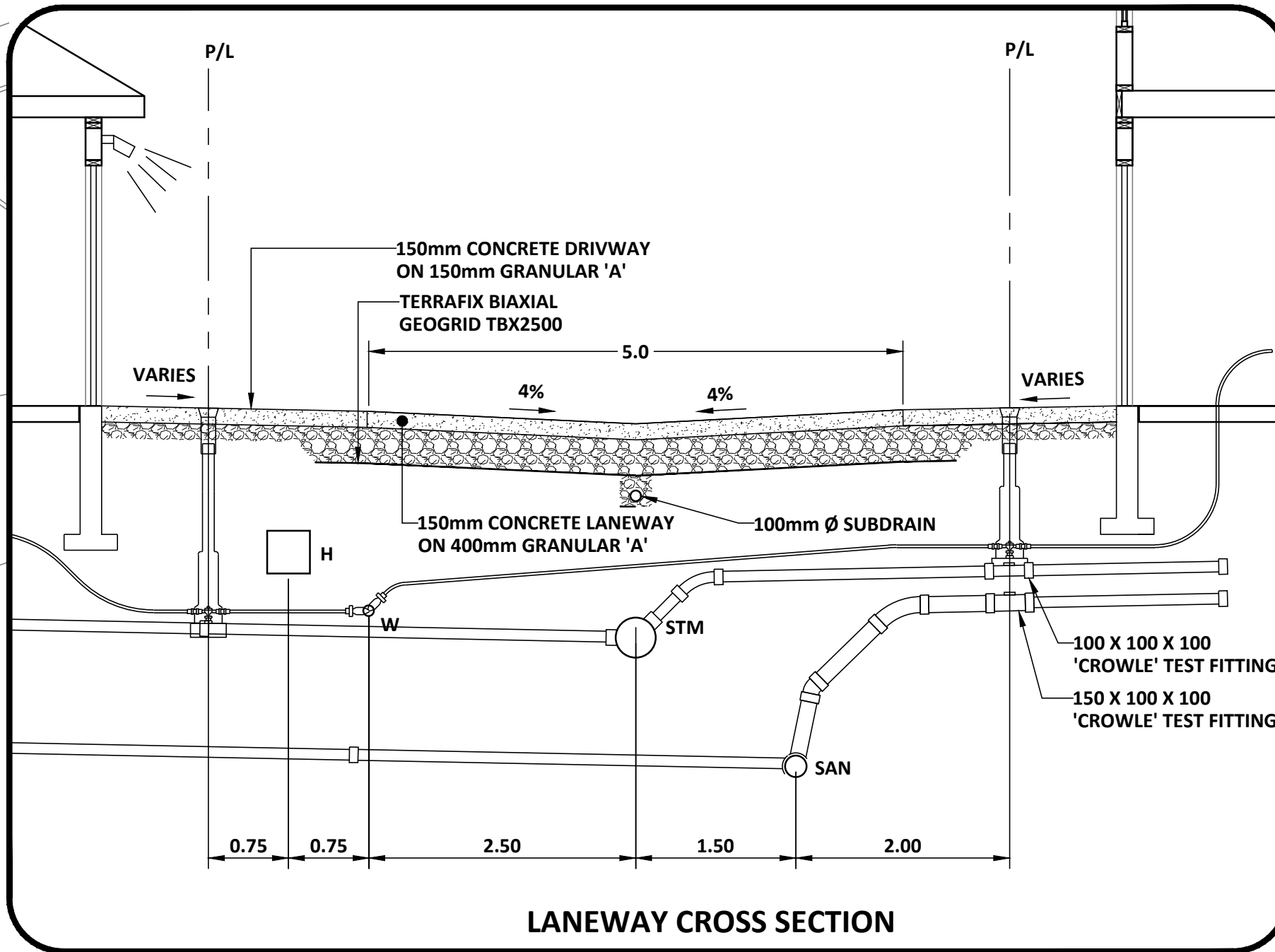
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LEGEND:

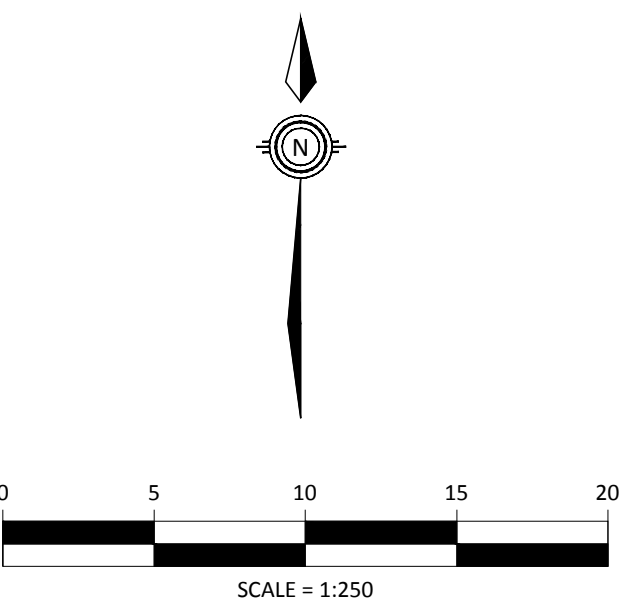
- FIRE HYDRANT
- LIGHT POST
- PARKING CURB
- CURB CUT
- 1.5 m - 1.8 m HIGH PRIVACY SCREEN
- W W WINDOW WELL
- L L LOWER LEVEL
- (A) TWO STOREY TOWN HOUSE
- (B) TWO STOREY CARRIAGE MEWS
- (C) THREE STOREY APARTMENT (FIVE UNITS)
- (D) TWO STOREY TOWN HOUSE
- (E) GARAGE with ACCESSORY DWELLING



KEY MAP - NOT TO SCALE



FOR CONSTRUCTION



b better
neighbourhoods
DEVELOPMENT CONSULTANTS
190A Ontario Street, Ontario L2R 5K9
Office: 905.684.8585 betterneighbourhoods.ca

PROJECT TITLE:
SUMMERSIDES MEWS
Pelham, Ontario

DRAWING TITLE:
SERVICING PLAN

DATE OF ISSUE:
2020 04 09

DRAWING No: **0310 SER-1**
REV. No: **0**

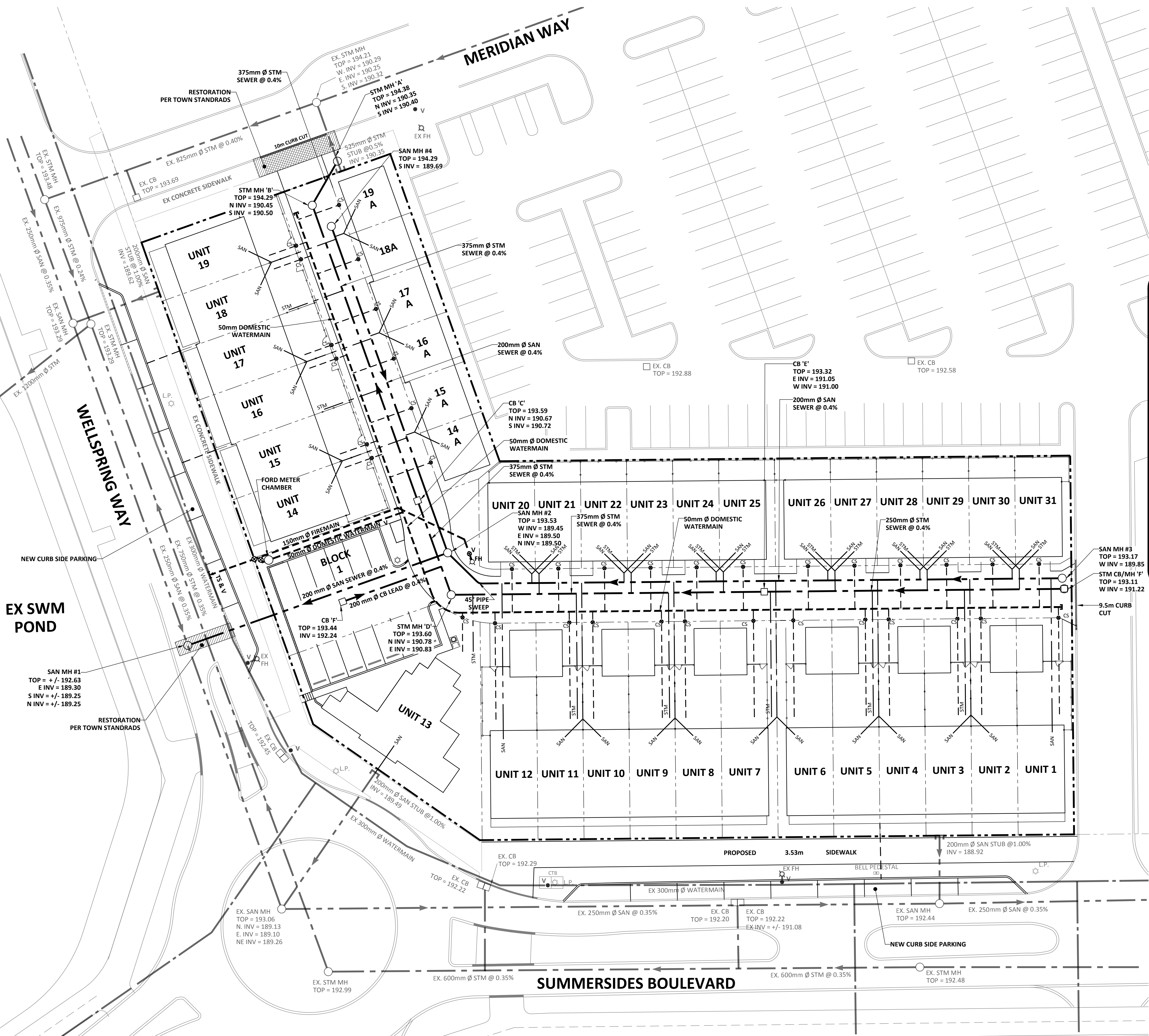
SHORT FORM SPECIFICATIONS:

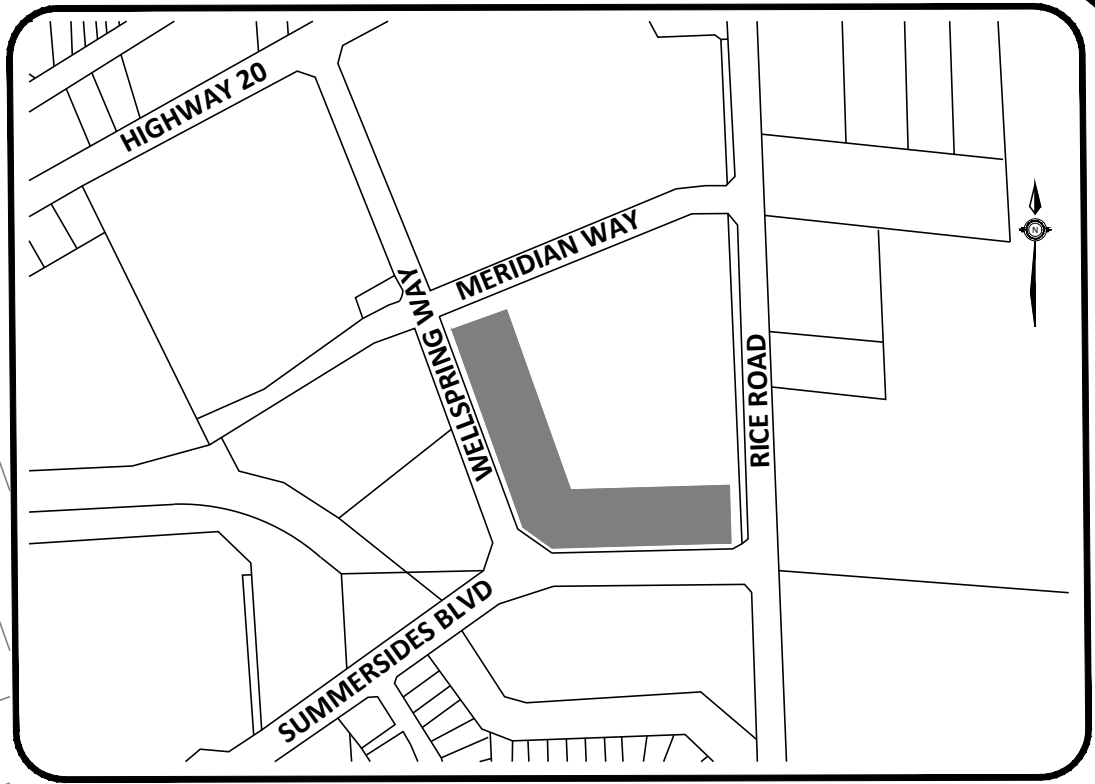
Sanitary Sewer Systems
Sewers - PVC SDR 35 with Class 'B' bedding per OPSD 802.03
Laterals
Single - 100mm Ø PVC SDR 28 with Class 'B' bedding per OPSD 802.03 @ 1.0%
Dual - 150mm Ø PVC SDR 28 with Class 'B' bedding per OPSD 802.03 and 150 x 100 x 100 Crowle Type fitting
Manholes - 1200mm Ø per OPSD 701.01

Storm Sewer Systems
Sewers PVC IPEX "Ultra Rib" pipe with Class 'B' bedding per OPSD 802.03
Manholes - 1200mm Ø per OPSD 701.01
Catchbasins - OPSD 705.01
Laterals - 150mm Ø PVC SDR 28 w Class 'B' bedding per OPSD 802.03

Water Distribution
150mm - PVC SDR 18 Class 150
50mm - "Municipex" PE
Water Services - 25mm "Municipex" PE Pipe

General
Concrete Sidewalk - Per OPSD 310.01
Restoration within municipal road allowance are per Town of Pelham standards
Special Provisions of the contract supersede these Short Form Specifications where applicable.

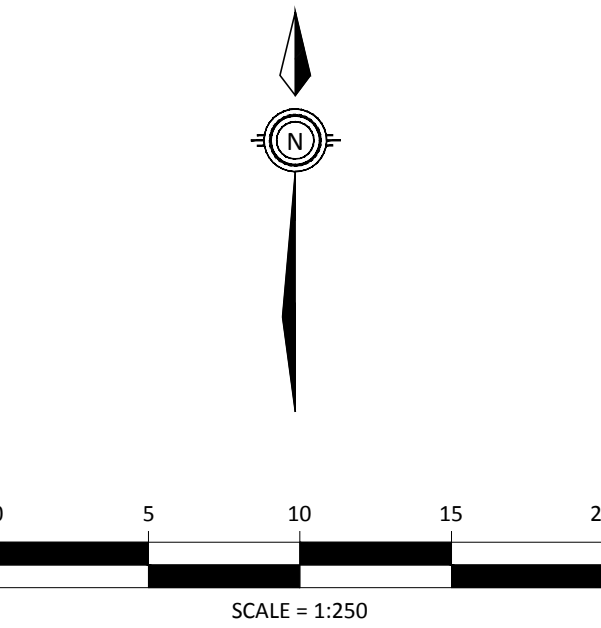




KEY MAP - NOT TO SCALE

EX SWM
POND

FOR CONSTRUCTION



**better
neighbourhoods**
DEVELOPMENT CONSULTANTS
190A Ontario Street, Ontario L2R 5K9
Office: 905.684.8585 betterneighbourhoods.ca

PROJECT TITLE:
SUMMERSIDES MEWS
Pelham, Ontario

DRAWING TITLE:
GRADING PLAN

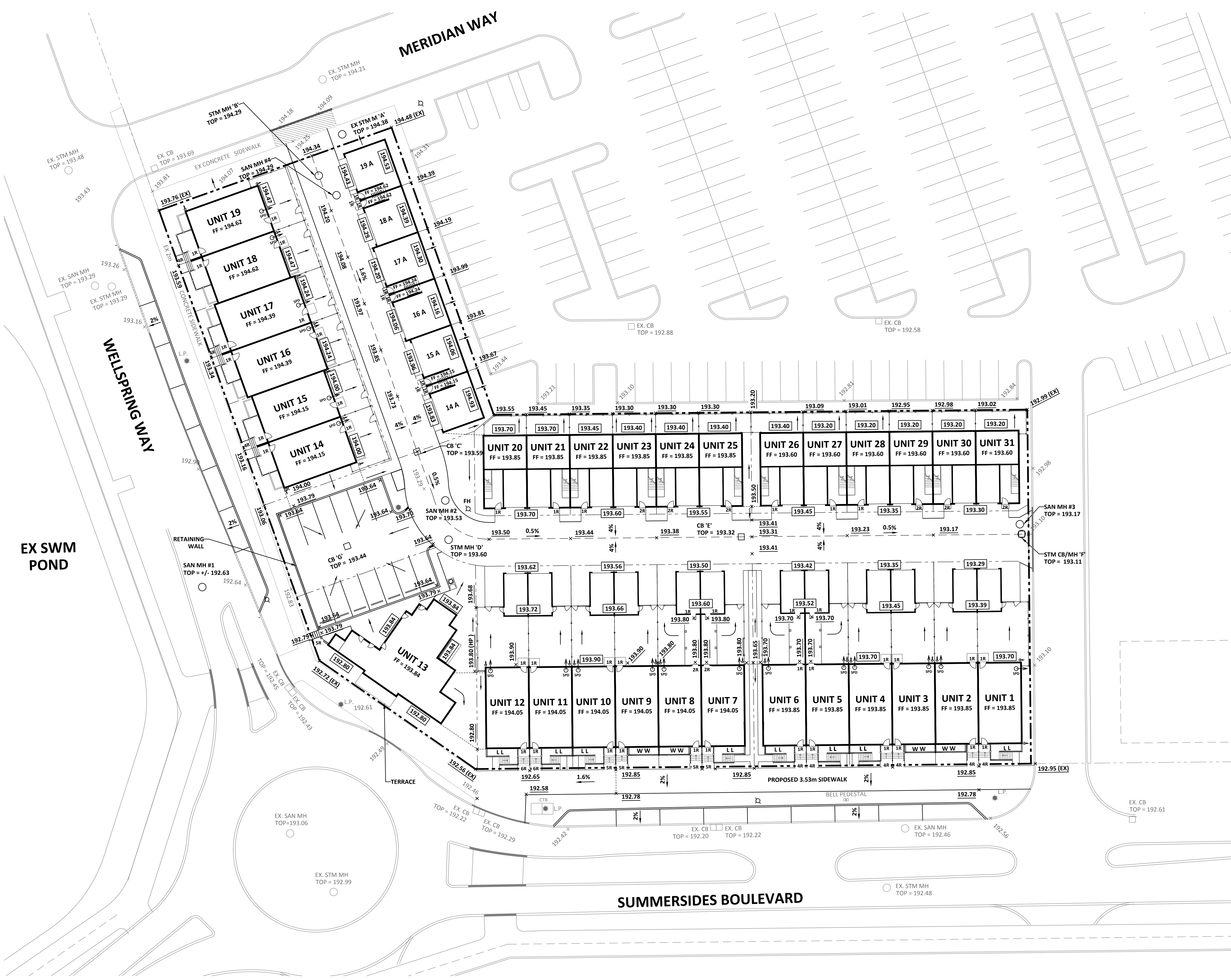
DATE OF ISSUE:
2020 04 09

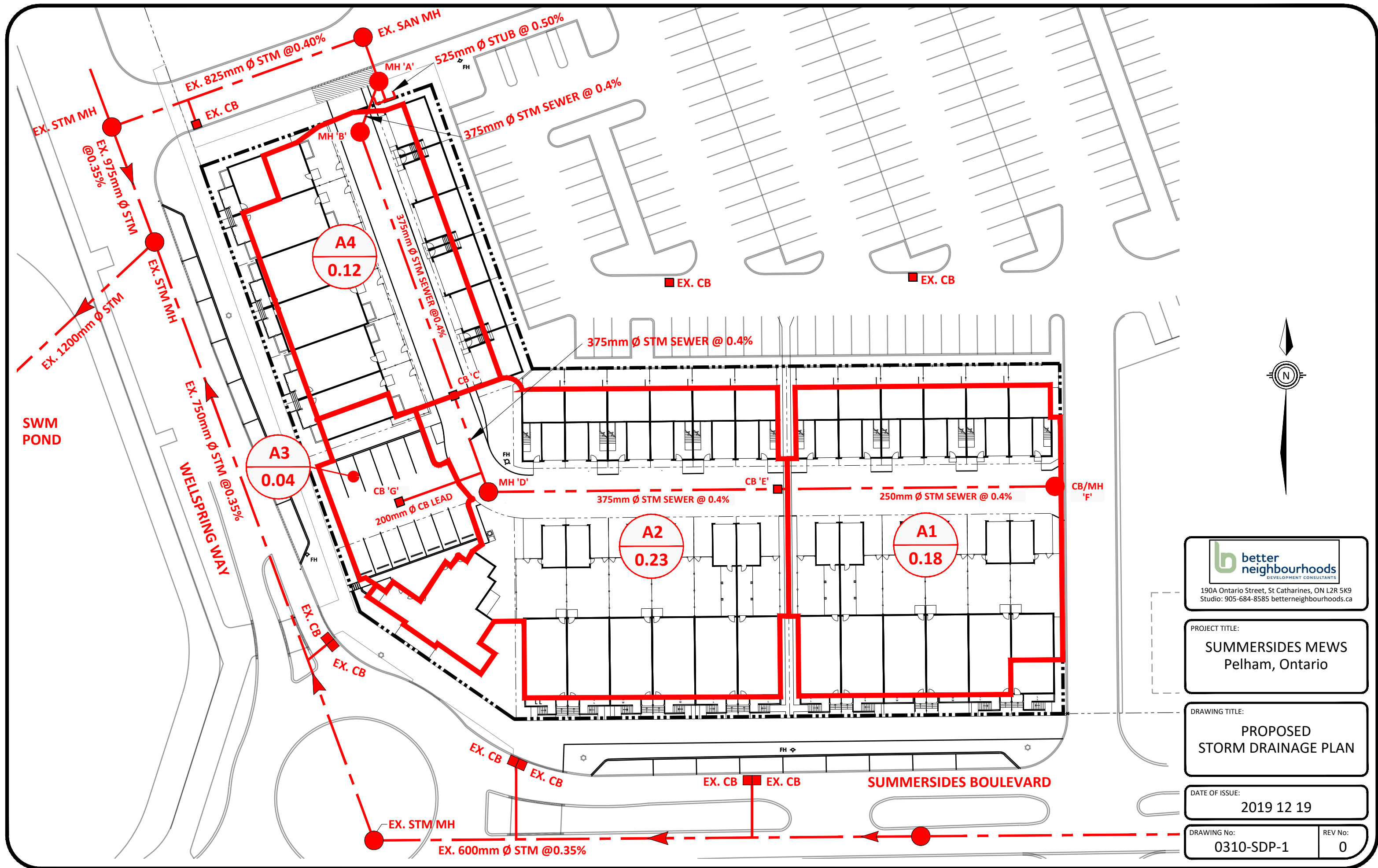
DRAWING No: 0310 GP 01
REV. NO: 0


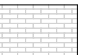









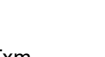















MERIDIAN WAY

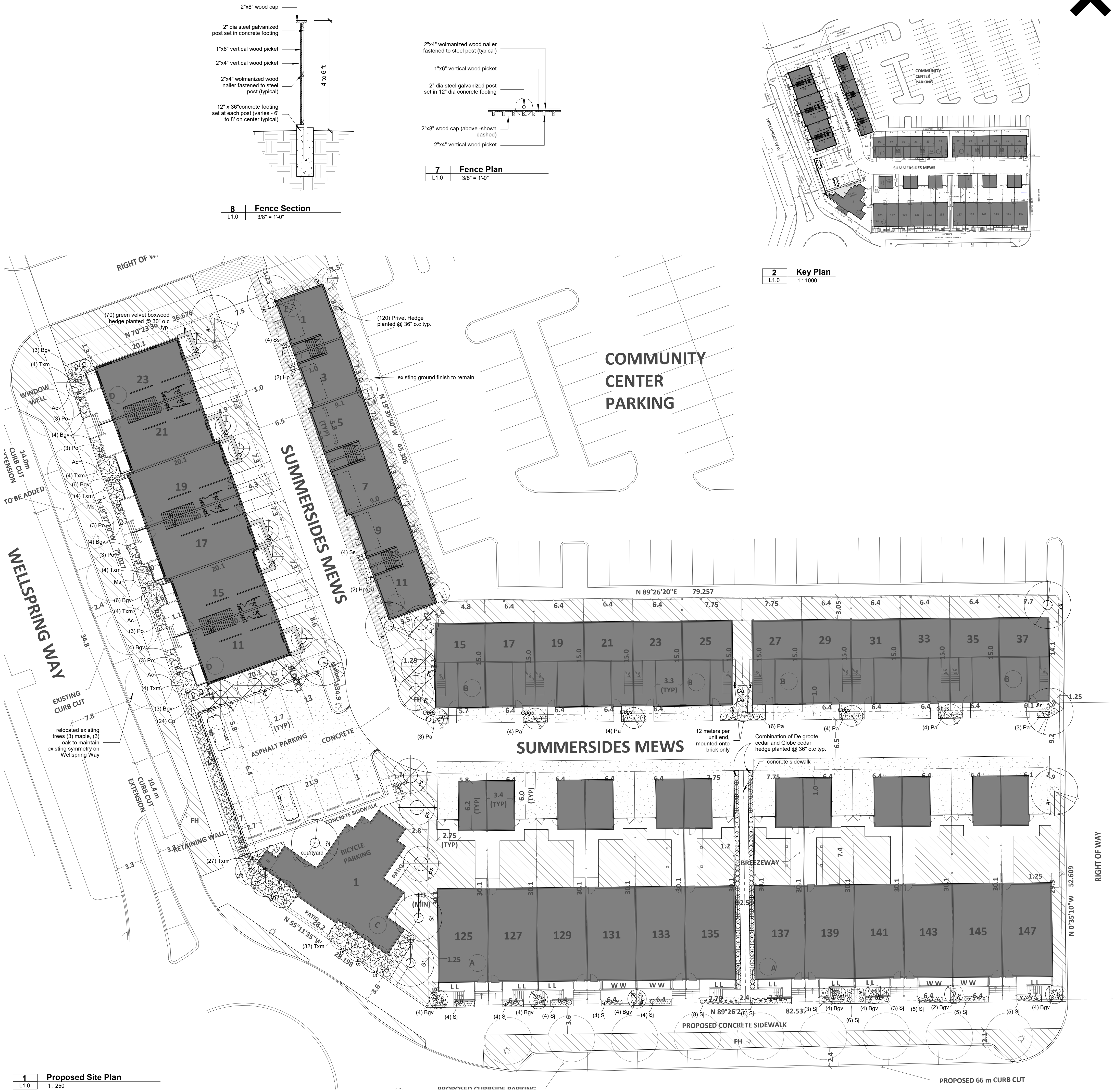
SUMMERSIDES BOULEVARD





	Asphalt		Brick Pavers
	Green Velvet Boxwood as hedge Quantity: 70		Sod Area: 18,197 sf
	Degroot's Spire Cedar <i>Thuja occidentalis</i> 100 cm, 3 gal hedge planted @ 36" o.c Quantity: 42		Globe Cedar/ Arborvitae <i>Thuja occidentalis</i> 'Woodwardii' 100 cm, 3 gal hedge planted @ 36" o.c Quantity: 54
	Shirobana Spirea <i>Spiraea japonica</i> 'shirobana' 2 gal Quantity: 63		Privet Hedge <i>Ligustrum</i> 2 gal planted @ 36" o.c Quantity: 120
	Little Bunny Fountain Grass <i>Pennisetum alopecuroides</i> 'little bunny' 2 gal Quantity: 28		Autumn Blush Sedum <i>Sedum spectabile</i> 'autumn blush' 2 gal Quantity: 8
	Dwarf Barberry <i>Crimson pygmy</i> 2 gal Quantity: 24		Ward's Yew <i>Taxus x media</i> 'wardii' 50 cm, 2 gal planted @ 36" o.c Quantity: 83
	Silverleaf Dogwood <i>Cornus alba</i> 'elegantissima' 2 gal Quantity: 6		Green Velvet Boxwood <i>Buxus</i> 'green velvet' 2 gal Quantity: 56
	Star Magnolia <i>Magnolia stellata</i> 150cm Wire basket Quantity: 2		Climbing Hydrangea <i>Hydrangea petiolaris</i> 2 gal Quantity: 4
	Service Berry <i>Amelanchier canadensis</i> 150 cm Wire basket Quantity: 4		
	Darts Gold Ninebark <i>Physocarpus opulifolius</i> 'darts gold' 2 gal Quantity: 18		
	Katsura Tree <i>Cercidiphyllum japonicum</i> 60 mm cal Wire basket Quantity: 11		
	Bradford Pear <i>Pyrus calleryana</i> 60 mm cal Wire basket Quantity: 7		
	Ginkgo Goldspire <i>Ginkgo biloba</i> 'goldspire' 150 cm Wire basket Quantity: 9		
	Ginkgo <i>Ginkgo biloba</i> 60 mm cal Wire basket Quantity: 6		
	White Pine <i>Pinus strobus</i> 150 cm Wire basket Quantity: 9		
	Red Maple <i>Acer rubrum</i> 60 mm cal Wire basket Quantity: 6		
	Skyline Locust <i>Gleditsia tricanthos</i> 'skyline' 60 mm cal Wire basket Quantity: 4		

Planting Legend
1 : 250



8 Fence Section
1 : 10

7 Fence Plan
1 : 10

2 Key Plan
1 : 1000

FORESTGREEN

FORESTGREEN CREATIONS INC.
DESIGN + BUILD

1422 Pattison Street
Fonthill, Ontario
L5S 1E0

T: 905 892 9727
F: 905 892 4940
E: todd@forestgreencreations.com

PROJECT

Wellspring Way - Block D + E

Wellspring Way Dr

GENERAL NOTES
Contractor is to check and verify all dimensions and conditions on the project and report any discrepancies to the designer before proceeding with the work. Drawings are not to be scaled.

Contract documents are the copyright of the consultants and shall not be used or reproduced without authorization. Documents are to be returned upon completion of the project.

REVISION SCHEDULE #	Revision Description	Date
1	Issued for SPA	09.24.2019
2	Reissued for SPA	12.20.2019
3	Reissued for SPA	04.13.2020

DAT	2020-04-13 3:17:05 PM
SCAL	As indicated
DRAW	MAB
CHECKE	TJB
PROJECT NO.	18-026

The undersigned has reviewed and takes responsibility for this design, and has the qualifications and meets the requirements set out in the Ontario Building Code to be a Designer.

QUALIFICATION
REGISTERED PROFESSIONAL LANDSCAPE ARCHITECT
The undersigned is exempt under 2.17.5.1 of the building code.

Todd Barber 22666
FULL NAME SIGNATURE

REGISTRATION
REGISTERED PROFESSIONAL LANDSCAPE ARCHITECT
The undersigned is exempt under 2.17.5.1 of the building code.

Forestgreen Creations 30817
INC. FULL NAME SIGNATURE

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DRAWING
LANDSCAPE PLAN

L1.0

PROJECT

Summersides Mews

Summersides Mews, Pelham, ON

GENERAL NOTES

Contractor is to check and verify all dimensions and conditions on the project and report any discrepancies to the designer before proceeding with the work. Drawings are not to be scaled.

Contract documents are the copyright of the consultants and shall not be used or reproduced without authorization. Documents are to be returned upon completion of the project.

REVISION HISTORY

#	Revision Description	Date
	Issued for SPA	09.24.2019

DATE	9/24/2019 12:23:06 PM
SCALE	As indicated
DRAWN	MAB
CHECKED	TJB
PROJECT NO.	18-026

The undersigned has reviewed and takes responsibility for this design, and has the qualifications and meets the requirements set out in the Ontario Building Code to be a Designer

QUALIFICATION INFORMATION
Required unless design is exempt under 2.17.5.1 of the building code

Todd Barber	22666	
FULL NAME	BCIN	SIGNATURE

REGISTRATION INFORMATION
Required unless design is exempt under 2.17.5.1 of the building code

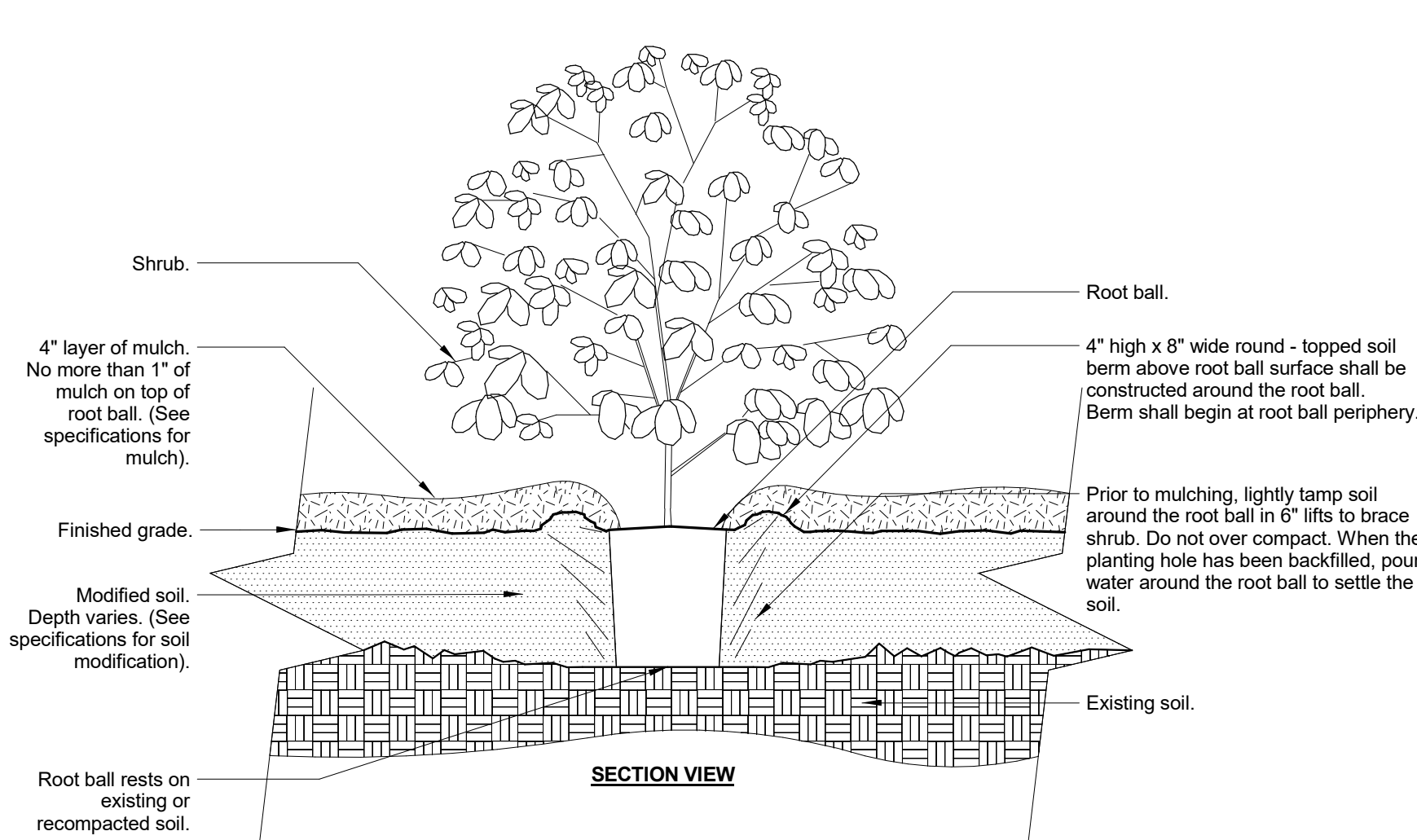
Forestgreen Creations Inc.	30817	
FULL NAME	BCIN	SIGNATURE

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DRAWING DRAWING NO.

Landscape Details

L1.1



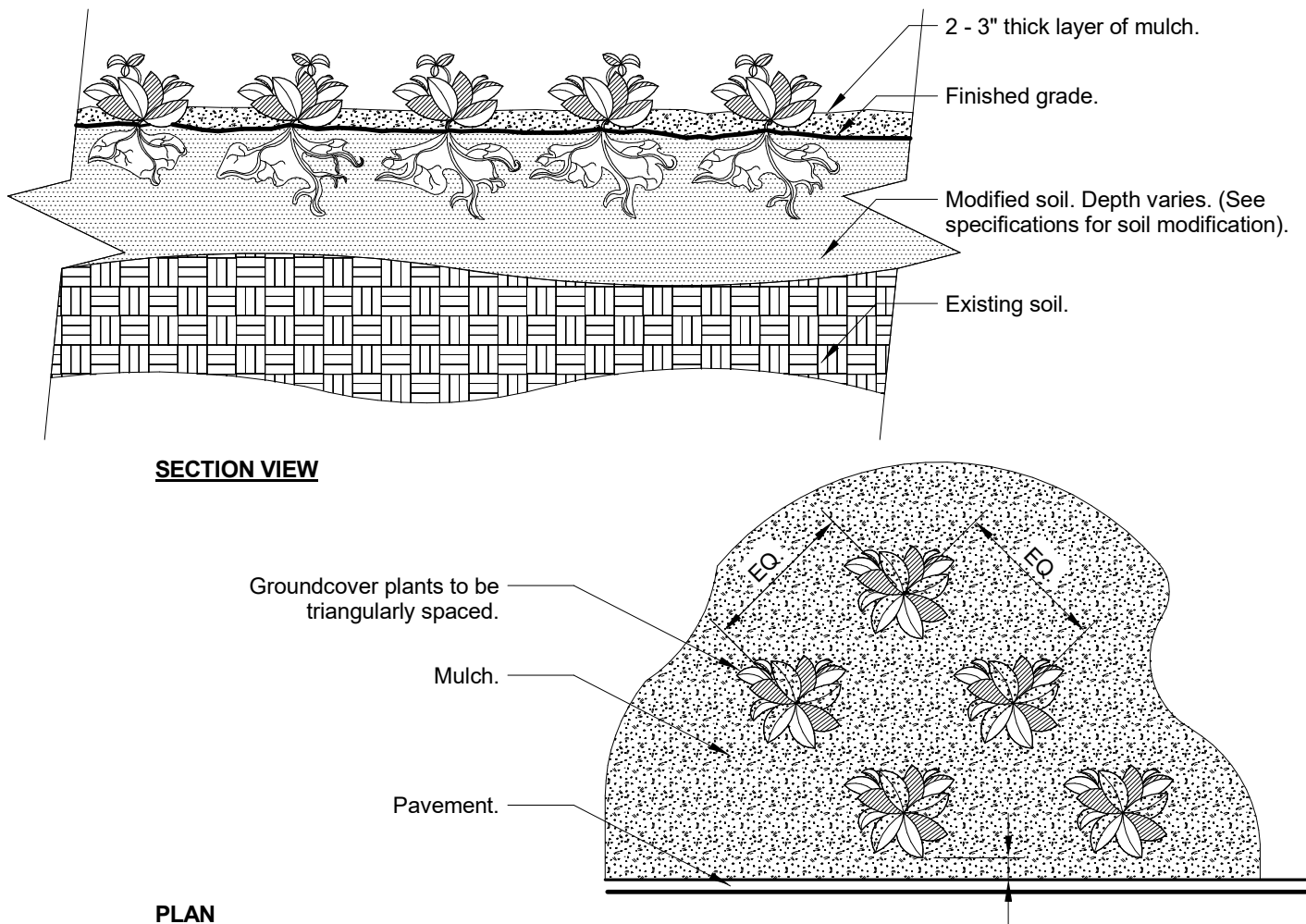
Notes:
1- Shrubs shall be of quality prescribed in the root observations detail and specifications.

2- See specifications for further requirements related to this detail.

URBAN TREE FOUNDATION © 2014
OPEN SOURCE FREE TO USE

pdet_shrub_modified soil

2 Shrub (Existing Soil Modified)
L1.1 3/4" = 1'-0"

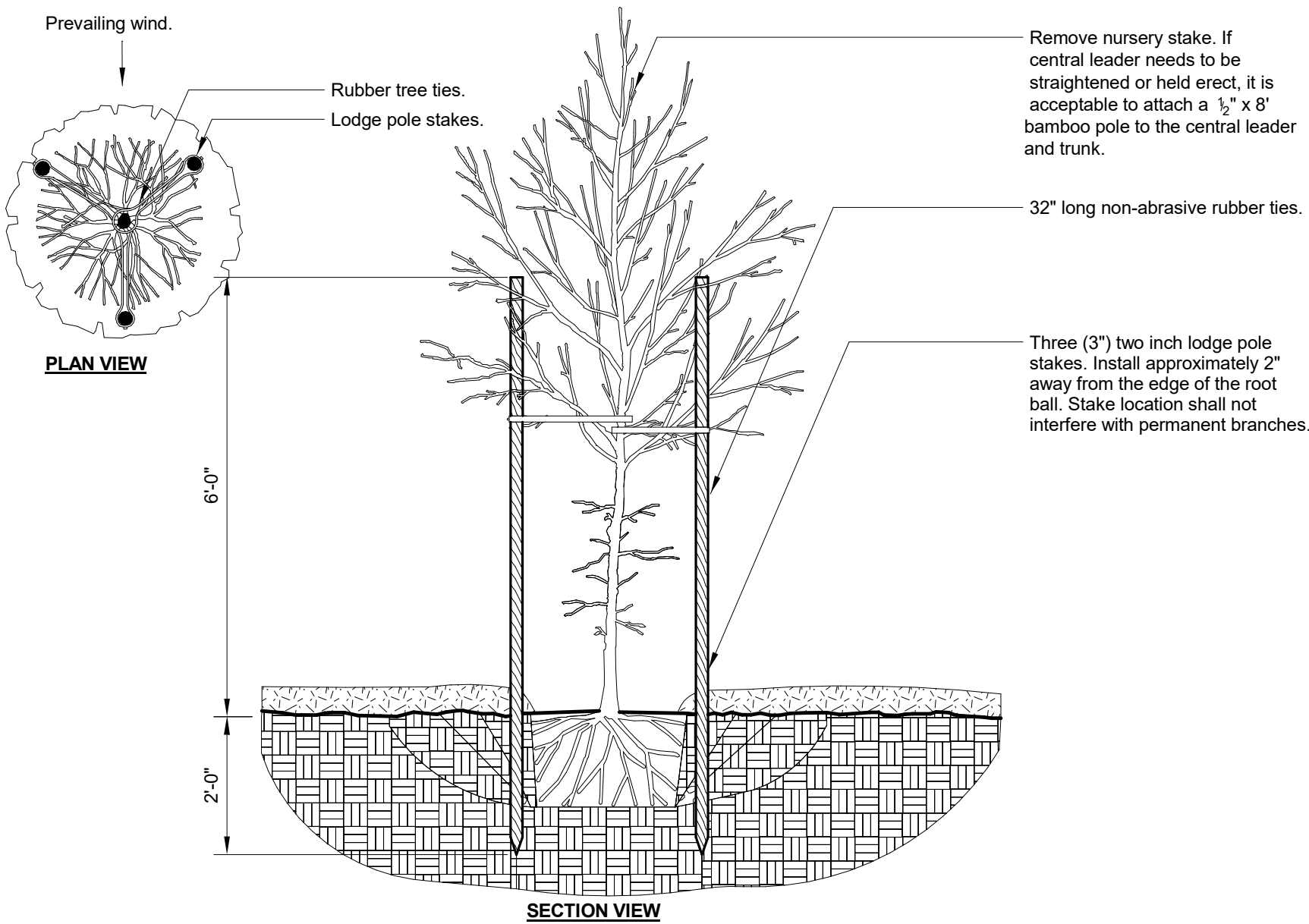


Notes:
1- See planting legend for groundcover species, size, and spacing dimension.
2- Small roots (1/4" or less) that grow around, up, or down the root ball periphery are considered a normal condition in container production and are acceptable however they should be eliminated at the time of planting. Roots on the periphery can be removed at the time of planting. (See root ball shaving container detail).
3- Settle soil around root ball of each groundcover prior to mulching.

URBAN TREE FOUNDATION © 2014
OPEN SOURCE FREE TO USE

pdet_groundcover

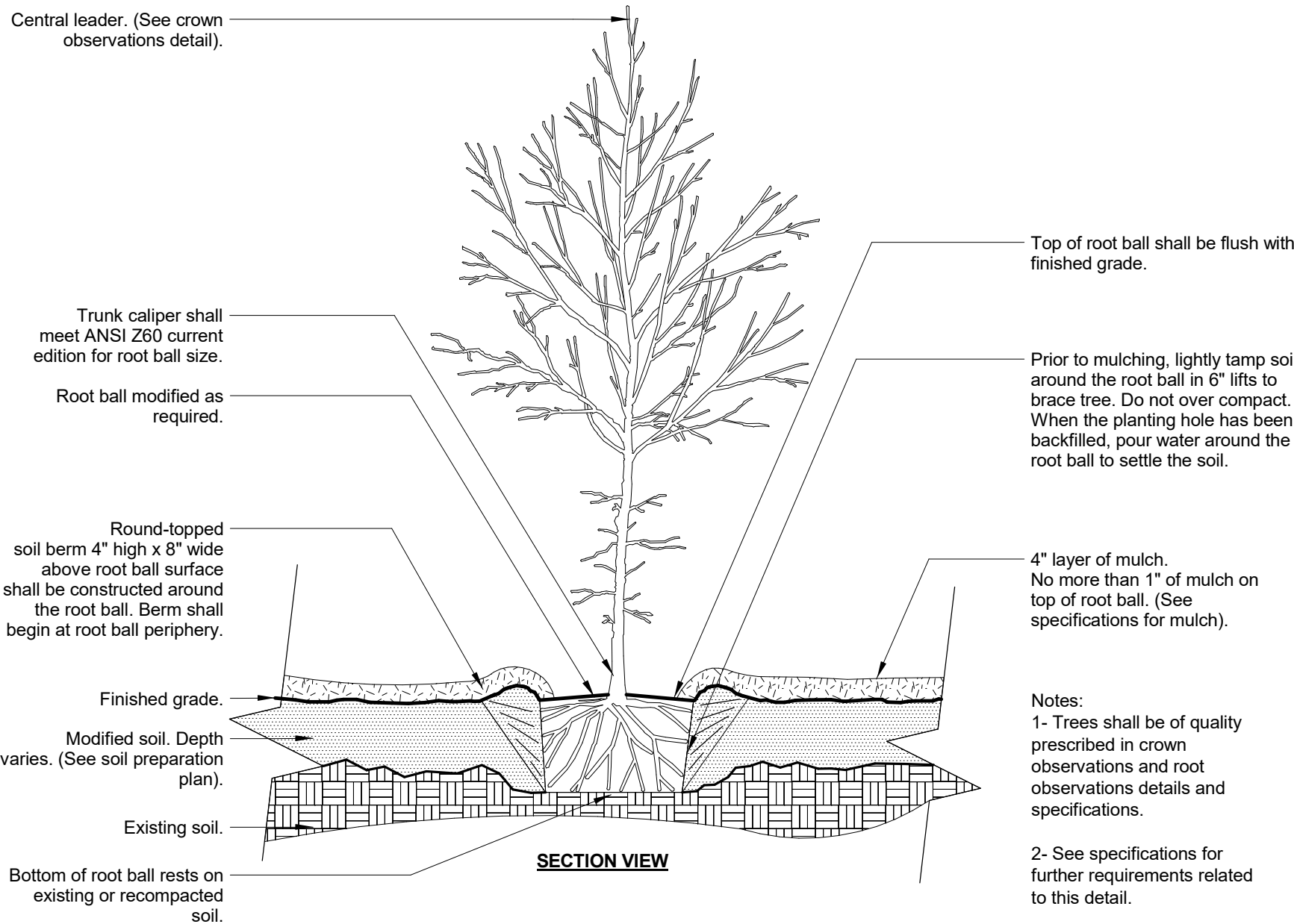
1 Groundcover
L1.1 3/4" = 1'-0"



URBAN TREE FOUNDATION © 2014
OPEN SOURCE FREE TO USE

L_tree staking_lodgepoles x 3

3 Tree Staking - (3) Lodge Poles
L1.1 1/2" = 1'-0"



URBAN TREE FOUNDATION © 2014
OPEN SOURCE FREE TO USE

L_tree planting_single berm_modified

4 Tree with Berm (Existing Soil Modified)
L1.1 1/2" = 1'-0"



SUMMERSIDES BOULEVARD
SOUTH ELEVATION
2019 12 19



125

SUMMERSIDES BOULEVARD
NORTH ELEVATION
2019 12 19

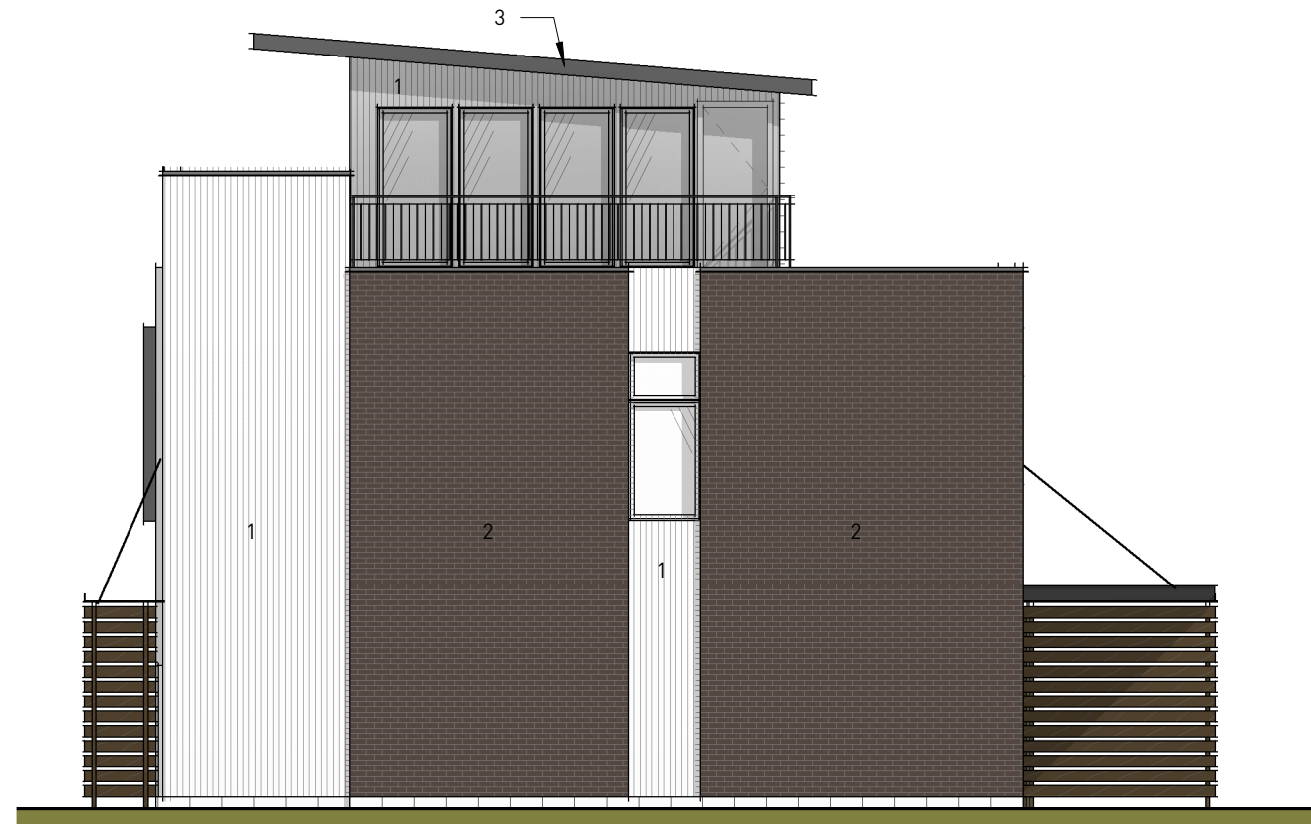


***SUMMERSIDES BOULEVARD
NORTH ELEVATION
2019 12 19***



147

***SUMMERSIDES BOULEVARD
EAST ELEVATION
2019 12 19***



**MEWS TOWNHOUSE
EAST ELEVATION
DEC.20.2019**

LEGEND

- 1 - 7/8" CORRUGATED METAL SIDING
- 2 - BRICK
- 3 - 2 PLY MODIFIED BITUMEN ROOFING



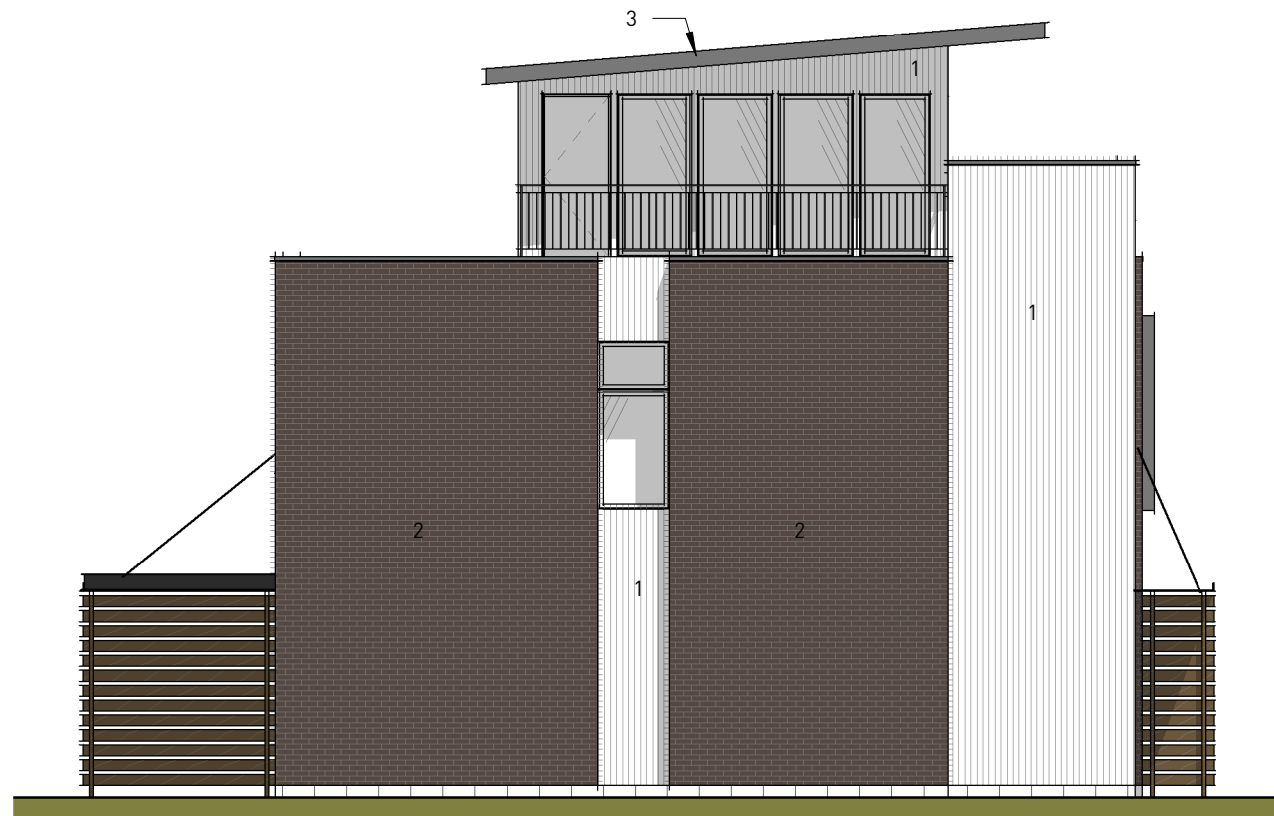
MEWS TOWNHOUSE
SOUTH ELEVATION
DEC.20.2019

LEGEND
1 - 7/8" CORRUGATED METAL SIDING
2 - BRICK
3 - 2 PLY MODIFIED BITUMEN ROOFING



MEWS TOWNHOUSE
NORTH ELEVATION
DEC.20.2019

LEGEND
1 - 7/8" CORRUGATED METAL SIDING
2 - BRICK
3 - 2 PLY MODIFIED BITUMEN ROOFING



**MEWS TOWNHOUSE
WEST ELEVATION
DEC.20.2019**

LEGEND
1 - 7/8" CORRUGATED METAL SIDING
2 - BRICK
3 - 2 PLY MODIFIED BITUMEN ROOFING



**APARTMENT
SOUTH ELEVATION
DEC.20.2019**

LEGEND
1. MASONRY
2. ASPHALT SHINGLES



**APARTMENT
WEST ELEVATION
DEC.20.2019**

- LEGEND
1. MASONRY
2. ASPHALT SHINGLES
3. DOWNLIGHTING



**APARTMENT
NORTH ELEVATION
DEC.20.2019**

- LEGEND
1. MASONRY
2. ASPHALT SHINGLES
3. DOWNLIGHTING



**APARTMENT
EAST ELEVATION
DEC.20.2019**

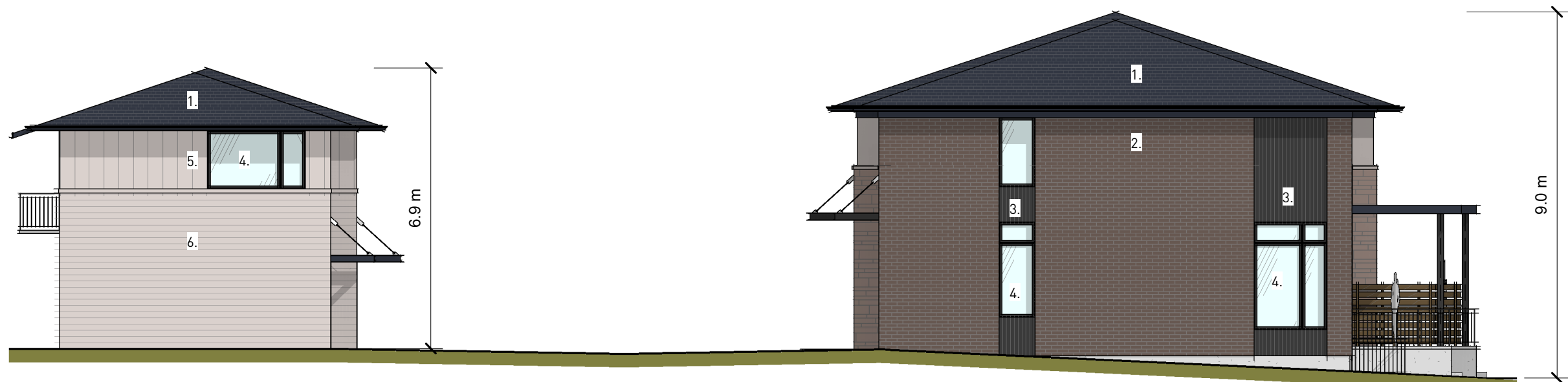
- LEGEND
1. MASONRY
2. ASPHALT SHINGLES
3. DOWNLIGHTING



BLOCK D
WEST ELEVATION
DEC.20.2019

LEGEND

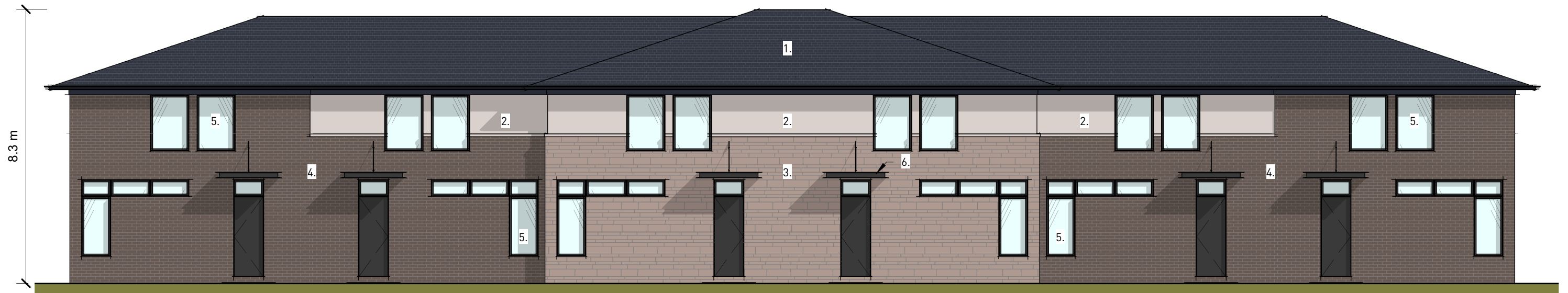
- 1. ASPHALT SHINGLES
- 2. STUCCO
- 3. MASONRY
- 4. BRICK
- 5. ALUMINUM SIDING
- 6. BLACK WINDOWS
- 7. BLACK STEEL I BEAM



**BLOCK D + E
NORTH ELEVATION
DEC.20.2019**

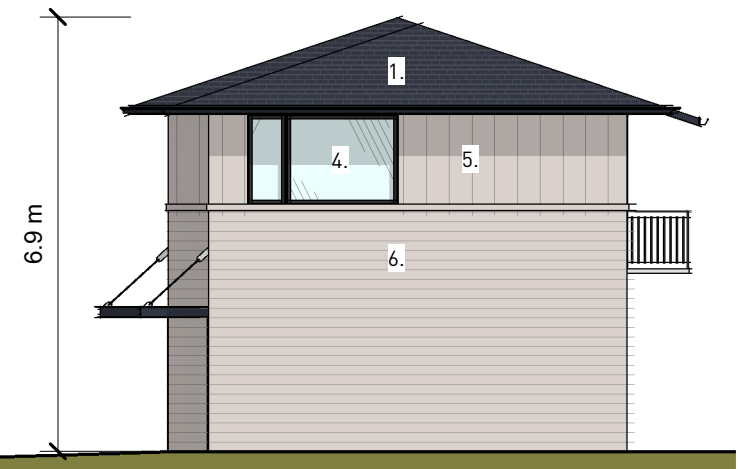
LEGEND

- 1. ASPHALT SHINGLES
- 2. BRICK
- 3. ALUMINUM SIDING
- 4. BLACK WINDOWS
- 5. HARDIE SIDING 1
- 6. HARDIE SIDING 2



BLOCK D
EAST ELEVATION
DEC.20.2019

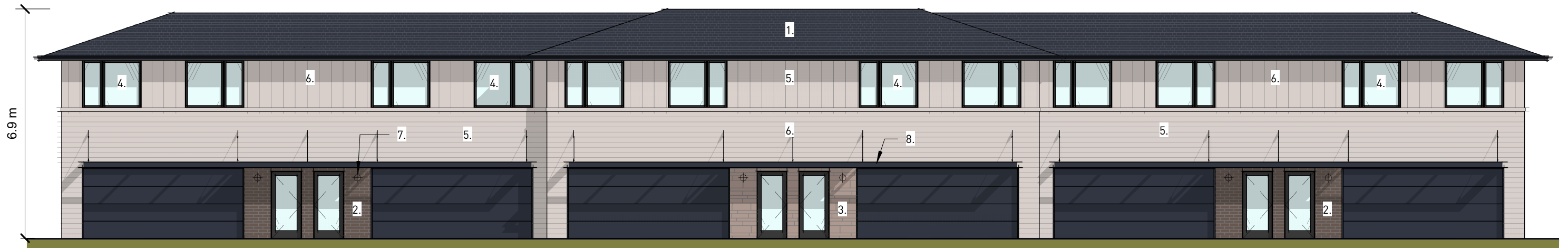
- LEGEND
- 1. ASPHALT SHINGLES
 - 2. STUCCO
 - 3. MASONRY
 - 4. BRICK
 - 5. BLACK WINDOWS
 - 6. CANOPY



BLOCK D + E
SOUTH ELEVATION
DEC.20.2019

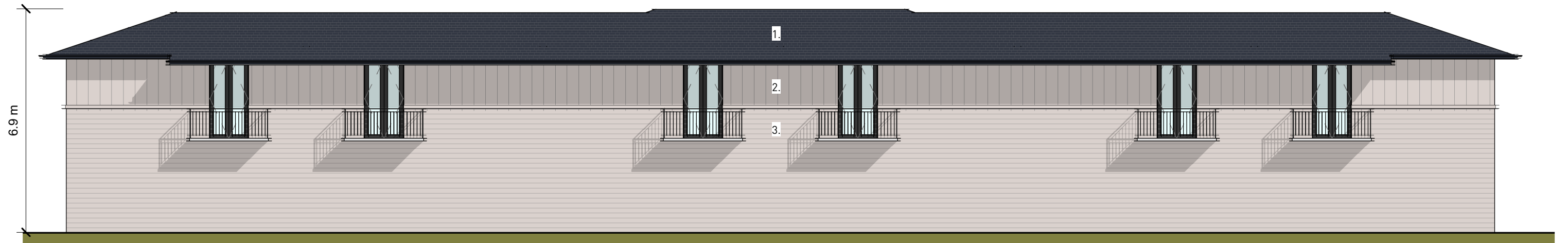
LEGEND

- 1. ASPHALT SHINGLES
- 2. BRICK
- 3. ALUMINUM SIDING
- 4. BLACK WINDOWS
- 5. HARDIE SIDING 1
- 6. HARDIE SIDING 2



BLOCK E
WEST ELEVATION
DEC.20.2019

- LEGEND**
- 1. ASPHALT SHINGLES
 - 2. BRICK
 - 3. MASONRY
 - 4. BLACK WINDOWS
 - 5. HARDIE SIDING 1
 - 6. HARDIE SIDING 2
 - 7. COACH STYLE LIGHT FOR ENTRANCE AND LANEWAY
 - 8. CANOPY



BLOCK E
EAST ELEVATION
DEC.20.2019

- LEGEND
1. ASPHALT SHINGLES
2. HARDIE SIDING 1
3. HARDIE SIDING 2