

THIS AGREEMENT made this 15<sup>th</sup> day of January, 2018 A.D.

BETWEEN:

**706014 ONTARIO INC. AND 766432 ONTARIO 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 previously entered into a site plan agreement, dated September 16, 1996 with 766432 Ontario Inc. and 706014 Ontario Inc. (registered as RO713783 on 1996/10/07);

**AND WHEREAS** the Owner has previously amended the original site plan agreement, dated December 9, 2005 with 766432 Ontario Inc. and 706014 Ontario Inc. (registered as Instrument No. SN105588 on 2006/01/05)

**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 proposing to construct a southerly warehouse addition to the existing building for agricultural product purposes in accordance with Schedule 'B' 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;

**AND WHEREAS** it is necessary to amend the Site Plan Agreement;

**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. The Site Plan Agreement is hereby amended by deleting Schedules 'B', 'C', and 'E' attached thereto and replacing it with Schedules 'B', 'C' and 'D' attached herein.
2. The Site Plan Agreement is hereby further amended as follows:
  - A. Delete Section 7 and replace with,  
"7. Parking and Driveways
    - a) The Owner shall, at their own expense, provide and at all times maintain on the said lands, the paved parking areas capable of

accommodating the required number of parking spaces and loading spaces in accordance with the Zoning By-law in effect.”

B. Delete Section 8 and replace with,

“8. Grading and Landscaping

- b) The Owner shall grade the lands in accordance with the grading shown on the Site Plan attached as Schedule ‘B’ attached hereto, and shall ensure that all surface drainage is directed away from adjacent properties.
- c) The Owners agree to maintain the existing landscaping as shown on the Site Plan attached as Schedule ‘B’ attached hereto.”

C. Delete Section 10 and replace with;

“10 Building and Services

- a) 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.
- b) The Owner acknowledges that the applicable building permit is dependent upon receiving satisfactory approvals from the Region of Niagara’s Private Sewage Systems division.
- c) The Owner shall pay parkland dedication fees at the time a building permit is issued for the Work shown on Schedule ‘B’.”

D. Delete Section 12 and replace with,

“12 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 the lesser of:
  - ii. 20 % of the estimated cost of completing the Facilities and Works; or
  - iii. \$60,000.00.

The parties have calculated that the estimated cost for completion to be **\$254,671.00** (Two Hundred and Fifty Four Thousand, Six Hundred and Seventy One Dollars) excluding taxes as set out in Schedule ‘E’ attached hereto and forming part of this Agreement. Therefore, security in the amount of **\$50,934.20** (Fifty Thousand, Nine Hundred and Thirty Four Dollars and Twenty Cents) shall be provided to the Town.

- a) 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.

b) 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.

c) 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.

d) 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.

e) 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."

3. The Site Plan Agreement is further amended by adding the following:

"20. Noise & Fumes

The Owner shall not allow delivery trucks to be running their refrigeration units unnecessarily overnight for the purposes of temporary storage of refrigerated product before delivery, in order to avoid causing undesirable noise. If during peak delivery the running of refrigeration units on delivery trucks is required, these trucks should be located away from the residential dwelling to the east.

21. 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:

- (a) 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;
- (b) 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;
- (c) 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;
- (d) Bring action to compel specific performance of all or any part of this Agreement for damages; and
- (e) Exercise any other remedy granted to the Town under the terms of this Agreement or available to the Town in law.

## 22 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: 706014 Ontario Inc. and 766432 Ontario Inc.  
1050 Canboro Road  
Pelham, 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 21. Any notice delivered to the party to whom it is addressed in this Section 21 shall be deemed to have been given and received on the day it is so delivered at such address. Any notice mailed as aforesaid shall be deemed to have been given and received on the fifth day next following the date of its mailing.”

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

**WITNESS**

**706014 Ontario Inc.**

\_\_\_\_\_  
(printed name)

\_\_\_\_\_  
(printed name)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(date)

I have the authority to bind the Corporation

**WITNESS**

**766432 Ontario 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 Dave Augustyn

\_\_\_\_\_  
Clerk Nancy J. Bozzato

**SCHEDULE 'A'**

**LEGAL DESCRIPTION**

Part Lot 20, Concession 10 Pelham as in RO687507 except Part 1, 59R-9661; Pelham

PIN: 64029-0002 (LT)  
Municipal: 1050 Canboro Road  
Roll Number: 2732 010 016 15800

# Warehouse Addition to: United Floral Distributors

1050 Canboro Road, Fenwick, ON, L0S 1C0

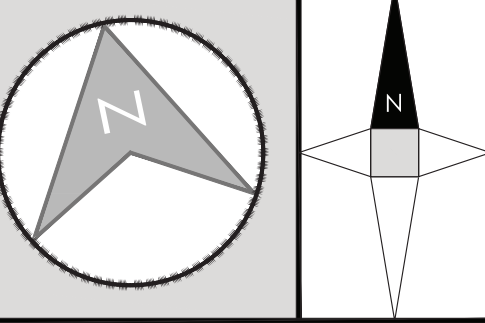


KEY PLAN

**Site Statistics:**

Lot Coverage Item	Area (metric)	Area (imperial)	Percentage
Total Lot Area:	128,431 m <sup>2</sup> 12.84 ha.	1,382,484 ft <sup>2</sup> 31.74 acres(s)	
<b>Building Coverage</b>			
Existing Building 1:	2,831.6 m <sup>2</sup>	30,544 ft <sup>2</sup>	2.2 %
Existing Building 2:	452 m <sup>2</sup>	4,865 ft <sup>2</sup>	0.5 %
Existing Building 3:	4343 m <sup>2</sup>	47,286 ft <sup>2</sup>	3.4 %
Existing Building 4:	145 m <sup>2</sup>	2,044 ft <sup>2</sup>	0.1 %
New Addition:	1,834.5 m <sup>2</sup>	19,800 ft <sup>2</sup>	1.4 %
Total Building Coverage:	9,811.1 m <sup>2</sup>	105,670 ft <sup>2</sup>	7.6 %
<b>Hard Surfacing Coverage</b>			
Asphalt Area:	10,600.4 m <sup>2</sup>	114,107 ft <sup>2</sup>	8.3 %
Sidewalk/Concrete Area:	1,012.5 m <sup>2</sup>	11,544 ft <sup>2</sup>	0.8 %
Gravel Area:	1,040.5 m <sup>2</sup>	11,200 ft <sup>2</sup>	0.8 %
Total Hard Surfacing Coverage:	12,713.4 m <sup>2</sup>	136,851 ft <sup>2</sup>	9.9 %
<b>Landscape Coverage:</b>			
Planted/Sod Area:	105,406 m <sup>2</sup>	1,142,062 ft <sup>2</sup>	82.5 %
<b>Loading Spaces</b>			
Required:	2 Spaces		
Existing Loading Spaces	12 Spaces		
New Loading Spaces	7 Spaces		
TOTAL Loading Spaces provided	19 Spaces		
<b>Parking</b>			
Required (Existing Office: 1/30 s.m.)	3021 / 30 = 11 Spaces		
Required (Warehouse: 1/50 s.m.)	3564.9 / 50 = 72 Spaces		
Required (Garage): 1/30 s.m.)	452 / 30 = 16 Spaces		
Required (TOTAL)	94 Spaces		
Existing Standard Spaces	73 Spaces		
Existing Barrier Free Spaces	2 Spaces		
New Standard Spaces	61 Spaces		
TOTAL Amount of Parking Provided	136 Spaces		

Ontario 2006 Building Code Data Matrix Parts 3 or 9		OBC Reference	
References are to Division B unless noted [A] for Division A or [C] for Division C		Part 3	Part 9
1 Project Description: <input type="checkbox"/> New <input checked="" type="checkbox"/> Addition <input type="checkbox"/> Change of Use <input type="checkbox"/> Alteration	Part II 11.1 to 11.4	11.2[A]	11.2[A] & 9.10.1.3
2 Major Occupancy: F-3 - INDUSTRIAL		3.1.21.0)	9.10.2
3 Building Area (m <sup>2</sup> ): Existing: 2,831.6m <sup>2</sup> New: 1,834.5 m <sup>2</sup>		1.4.1.2[A]	1.4.1.2[A]
4 Gross Area (m <sup>2</sup> ): Existing: 2,831.6m <sup>2</sup> New: 1,834.5 m <sup>2</sup>		1.4.1.2[A]	1.4.1.2[A]
5 Number of Storeys: Above Grade: 1 Below Grade: 0		1.4.1.2[A] & 3.2.1.1	1.4.1.2[A] & 9.10.4
6 Number of Streets / Fire Fighter Access: 1		3.2.2.10 & 3.2.5	9.10.20
7 Building Classification: 3.2.2.80 Group F, Division 3, 1 Storey		3.2.2.20 to 3.2.2.83	9.10.2
8 Sprinkler System Proposed: <input type="checkbox"/> Entire Building <input type="checkbox"/> Selected Compartments <input type="checkbox"/> Selected Floor Areas <input type="checkbox"/> Basement <input type="checkbox"/> In Lieu of Roof Rating <input checked="" type="checkbox"/> Not Required		3.2.2.20-.83 3.2.1.5 3.2.2.17 INDEX	9.10.8.2 INDEX
9 Standpipe Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		3.2.4	N/A
10 Fire Alarm Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		3.2.4	9.10.8
11 Water Service / Supply is Adequate: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		3.2.5.7	N/A
12 High Building (Height): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		3.2.6	N/A
13 Construction Restrictions: <input checked="" type="checkbox"/> Combustible <input type="checkbox"/> Non-Combustible <input type="checkbox"/> Both Permitted <input type="checkbox"/> Required Actual Construction: <input type="checkbox"/> Combustible <input checked="" type="checkbox"/> Non-Combustible <input type="checkbox"/> Both		3.2.2.20 to 3.2.2.83	9.10.6
14 Mezzanine(s) Area (m <sup>2</sup> ): N/A m <sup>2</sup> Mechanical Mezzanine		3.2.11.3) to 3.2.11.6)	9.10.4.1
15 Occupant Load Based On: <input type="checkbox"/> m <sup>2</sup> /person <input checked="" type="checkbox"/> Design of Building	3.1.4 Plumbing	3.1.17	9.9.1.3
	Req'd	Prov'd	
Warehouse: = 30 persons		If, 1m	
Offices: = 15 persons		If, 1m	
Total Occupant Load		45 persons	
Total Plumbing Fixtures Required (Male & Female)	2f, 2m	2f, 2m	
16 Barrier Free Design: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Explain)		3.8	9.5.2
17 Hazardous Substances: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		3.3.1.2 & 3.3.1.9	9.10.1.3(4)
18 Required Fire Resistance Rating (FRR)	Horizontal Assemblies FRR (Hours) Floors - Hours Roof - Hours Mezzanine - Hours FRR of Supporting Members Floors - Hours Roof - Hours Mezzanine - Hours	Listed Design No. or Description (56-2)	3.2.2.20 to 3.2.2.83 & 3.2.1.4



All drawings and the information contained therein are the sole property of the Architect and are not to be altered, reproduced, or reconstituted in any way without the express permission of the Architect.

Any discrepancies or inconsistencies contained within the drawings are to be reported to the Architect prior to the commencement of any construction of related work. The contractor is responsible to field verify all dimensions.

Drawings are to be used for construction only when noted as for construction in the Revisions box on each sheet and only if signed and sealed by the Architect.

Drawings are not to be scaled.



PROJECT TITLE:

New Warehouse Addition to:  
**United Floral Distributors**  
Pelham, Ontario



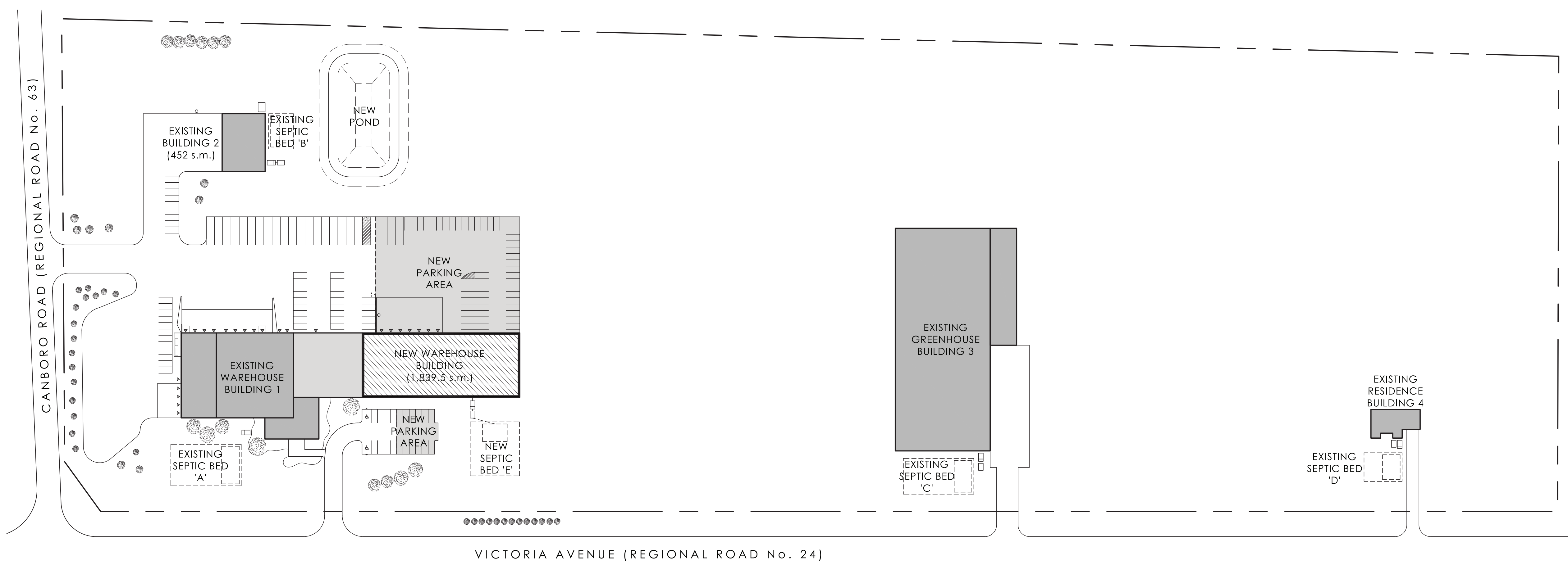
REVISIONS:

No	Drawing Revision	Date	By
1.	ISSUED FOR SITE PLAN APPR.	28-07-17	J.B.
2.	ISSUED FOR SITE PLAN APPR.	18-08-17	J.B.
3.	ISSUED FOR SITE PLAN APPR.	04-12-17	J.B.

DRAWING TITLE:

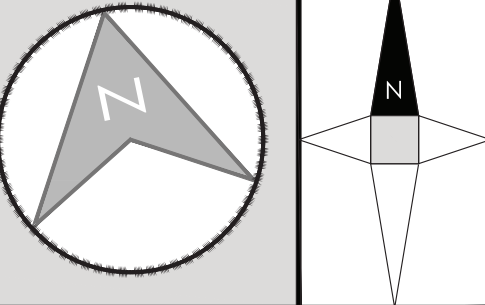
Key Plan  
Overall Site Plan  
Site Statistics  
O.B.C. Matrix

DRAWN: J.B.	DRAWING #: <b>S-1</b>
CHECKED: J.B.	
PROJECT #: 1723	
DATE: Dec-2017	REV #: 3



OVERALL SITE PLAN  
SCALE: 1:1,000





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SEAL:



PROJECT TITLE:

New Warehouse Addition to:  
**United Floral Distributors**  
Pelham, Ontario



REVISIONS:

No	Drawing Revision	Date	By
1.	ISSUED FOR SITE PLAN APPR.	28-07-17	J.B.
2.	ISSUED FOR SITE PLAN APPR.	18-08-17	J.B.
3.	ISSUED FOR SITE PLAN APPR.	04-12-17	J.B.

DRAWING TITLE:

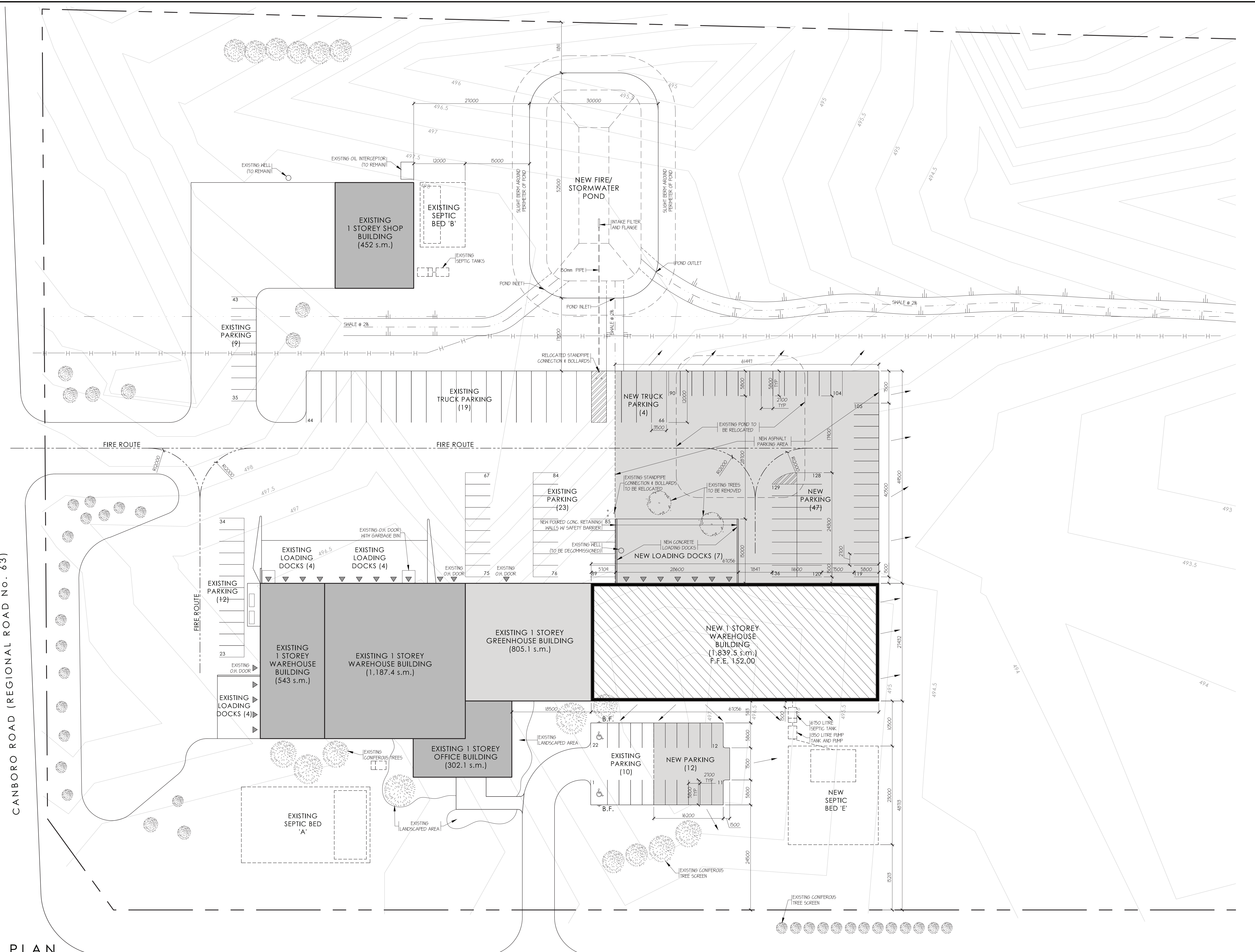
Site Plan

DRAWN: J.B.	DRAWING #: <b>S-2</b>
CHECKED: J.B.	
PROJECT #: 1723	
DATE: Dec-2017	REV #: 3

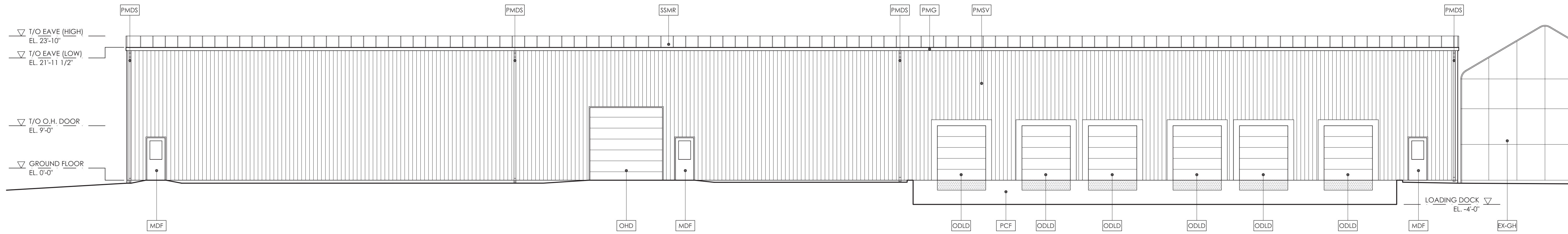
CANBORO ROAD (REGIONAL ROAD No. 63)

**SITE PLAN**  
SCALE: 1:400

VICTORIA AVENUE (REGIONAL ROAD No. 24)

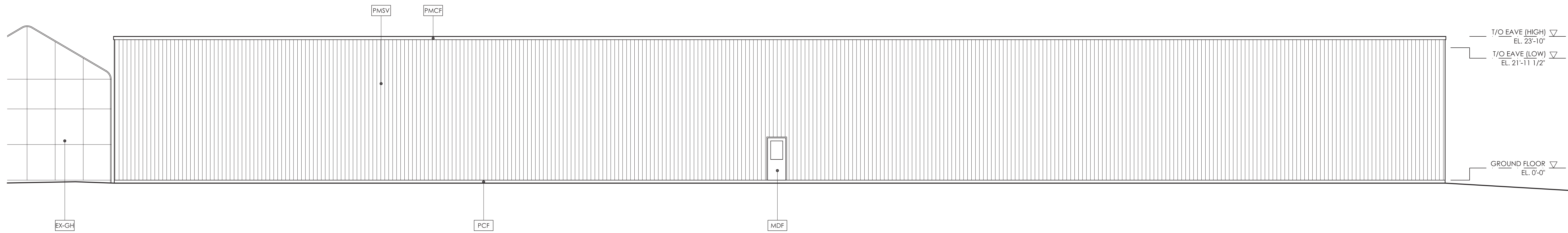






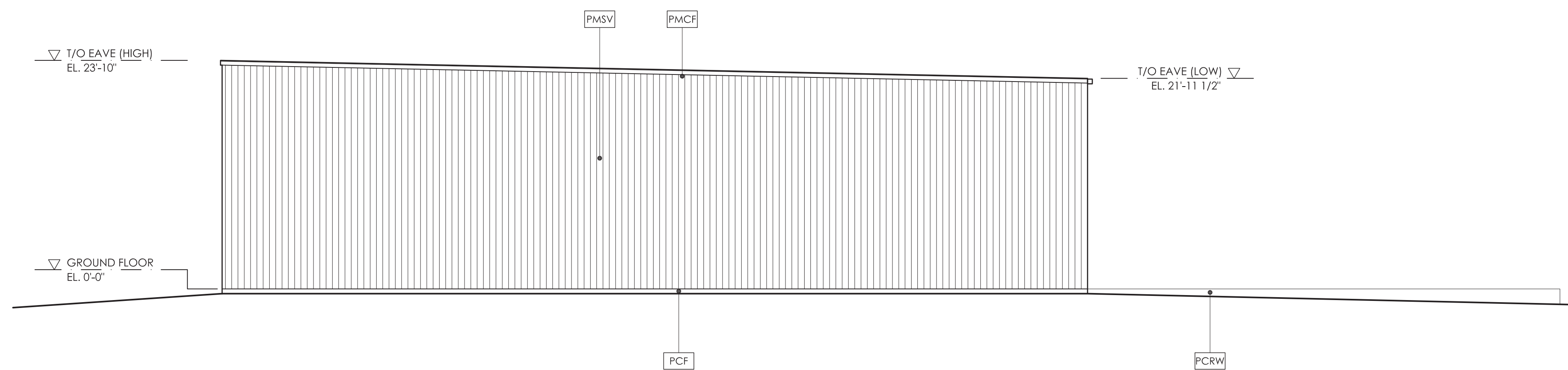
**EAST ELEVATION**

SCALE: 1:100



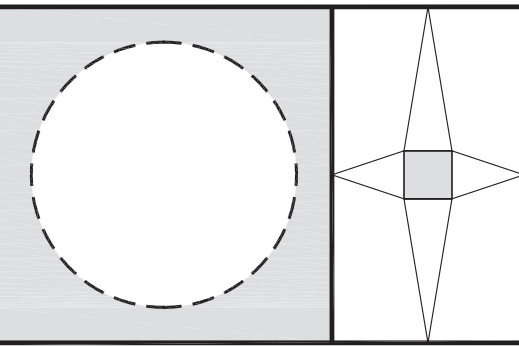
**WEST ELEVATION**

SCALE: 1:100



**NORTH ELEVATION**

SCALE: 1:100



Any discrepancies or inconsistencies contained within the drawings are to be reported to the Architect prior to the commencement of any construction of related work. The contractor is responsible to field verify all dimensions.  
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Drawings are not to be scaled.



PROJECT TITLE:  
New Warehouse Addition to:  
**United Floral Distributors**  
Pelham, Ontario



REVISIONS:			
No	Drawing Revision	Date	By
1.	ISSUED FOR SITE PLAN APPR.	28-07-17	J.B.
2.	ISSUED FOR SITE PLAN APPR.	18-08-17	J.B.
3.	ISSUED FOR SITE PLAN APPR.	04-12-17	J.B.

DRAWING TITLE:

**Elevations Exterior Materials Legend**

DRAWN: J.B.	DRAWING #: <b>A-3</b>
CHECKED: J.B.	PROJECT #: 1723
DATE: Jan-2018	REV #: 3

**EXTERIOR MATERIALS LEGEND**

- EX-GH EXISTING GREENHOUSE BUILDING
- MDF HOLLOW METAL DOOR AND PRESSED STEEL FRAME (INSULATED) AS PER DOOR AND FRAME SCHEDULE
- ODLD OVERHEAD DOOR - INSULATED STEEL LOADING DOCK DOOR WITH DOCK LEVELER & TRUCK BUMPERS
- OHD OVERHEAD DOOR - INSULATED STEEL
- PCF POURED CONCRETE FOUNDATION (AS PER STRUCTURAL DRAWINGS)
- PCRW POURED CONCRETE RETAINING WALL (AS PER STRUCTURAL DRAWINGS)
- PMCF PREFINISHED METAL CAPPED FASCIA
- PMDS PREFINISHED METAL DOWNPOUT
- PMG PREFINISHED METAL GUTTER
- PMSV PREFINISHED METAL SIDING - VERTICAL LIGHT GREY (TAN TO MATCH EXISTING)
- SSMR STANDING SEAM METAL ROOFING (GALVALUME)

**SCHEDULE 'D'****COST ESTIMATES FOR FACILITIES AND WORKS**

The on-site work cost estimates are as follows:

<b><u>Item</u></b>	<b><u>Cost Estimate</u></b>
<b>Site Works</b>	
• Asphalt Paving	\$102,188
• Stone Base	\$76,661
• Excavation	\$20,000
• Concrete Loading Docks	\$15,822
• Pond Excavation / Site work	\$10,000
• Septic System	\$25,000
• Standpipe system to pond	\$5000
<b>TOTAL</b>	<b>\$254,671.00</b>

In accordance with Section 12 (a) of this Agreement, that the estimated cost for completion shall be in the amount of **\$254,671.00** (Two Hundred and Fifty Four Thousand, Six Hundred and Seventy One Dollars) excluding taxes.