

**THE CORPORATION OF THE TOWN OF AMHERSTBURG
BY-LAW NO. 2022-004**

**By-law to authorize the execution of a Development Agreement
between 2787763 Ontario Limited
and the Corporation of the Town of Amherstburg
72 Murray Street, Amherstburg**

WHEREAS under Section 8 of the Municipal Act 2001, S.O., 2001, c. 25, as amended, a Corporation has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act.

AND WHEREAS under Section 9. (1) (a) and (b) of the Municipal Act 2001, S.O., 2001, c. 25, as amended, Section 8 shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;

AND WHEREAS the Corporation of the Town of Amherstburg and owners of said property have agreed to the terms and conditions of a Development Agreement in the form annexed hereto;

NOW THEREFORE the Corporation of the Town of Amherstburg enacts as follows:

1. THAT the Mayor and Clerk be hereby authorized to enter into a Development Agreement between 2787763 Ontario Limited and the Corporation of the Town of Amherstburg for the development of Part Lots 15 and 16, Plan 1 municipally known as 72 Murray Street for the redevelopment of the existing building, said agreement affixed hereto;
2. THAT this By-law shall come into force and take effect immediately upon the final passing thereof at which time all by-laws that are inconsistent with the provisions of this by-law and the same are hereby amended insofar as it is necessary to give effect to the provisions of this by-law.

Read a first, second and third time and finally passed the 24th day of January, 2022.

MAYOR – ALDO DICARLO

CLERK – VALERIE CRITCHLEY

DEVELOPMENT AGREEMENT

THIS AGREEMENT made in quadruplicate this 24th day of January, 2022.

BETWEEN:

2787763 ONTARIO LIMITED

(hereinafter collectively called "**Owner**")

OF THE FIRST PART;

- and -

THE CORPORATION OF THE TOWN OF AMHERSTBURG

(hereinafter called the "**Corporation**")

OF THE SECOND PART;

Hereinafter collectively referred to as the "**Parties**"

WHEREAS the lands affected by this Agreement are described in Schedule "A" attached hereto, and are hereinafter referred to as the "**Lands**";

AND WHEREAS the Owner warrants it is the registered owner of the Lands;

AND WHEREAS, in this Agreement, the "**Owner**" includes an individual, an association, a partnership or corporation and, wherever the singular is used therein, it shall be construed as including the plural;

AND WHEREAS, the Official Plan in effect in the Town of Amherstburg designated parts of the area covered by the Official Plan, including the Lands, as a Site Plan Control area;

AND WHEREAS the Owner intends to develop the said Lands for development in accordance with the Site Plan attached hereto as Schedules "B", and hereinafter referred to as the "Site Plan";

AND WHEREAS the Corporation, as a condition of development of the said Lands requires the Owner to enter into a Development Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, along with the sum of FIVE (\$5.00) DOLLARS of lawful money of Canada, now paid by each of the Parties hereto to each of the other parties hereto, the receipt and sufficiency of which are hereby acknowledged, the Owner hereby covenants and agrees with the Corporation as follows:

1. The following Schedules attached hereto, are hereby made a part of this Agreement, as fully and to all intents and purposes as though recited in full herein:
2. Schedule "A" hereto describes the lands affected by this Agreement;
3. Schedule "B", identified as A1.0, the Site Plan hereto shows:
 - (a) The location of all buildings and structures;

- (b) Walkways and all other means of pedestrian access;
- 4. Schedule "C" identified as A2.0, hereto shows:
 - (a) Basement & Ground Floor Plans
- 5. Schedule "D" identified as A2.1 hereto shows:
 - (a) Second and Third/Terrace Floor Plans
- 6. Schedule "E" identified as A2.2 hereto shows:
 - (a) Upper Roof Plan
- 7. Schedule "F" identified A3.0 hereto shows:
 - (a) Exterior Elevations
- 8. Schedule "G" identified as Conceptual View hereto shows:
 - (a) Conceptual Views of Exterior Design
- 9. The Owner shall be responsible for consulting with and obtaining any necessary approvals from Essex Power regarding any matters that relate to services for the Development Lands to be provided by Essex Power. In addition, the Owner shall be responsible for any costs associated with the reconstruction, relocation or changes to the hydro system resulting from this development.
- 10. The Owner shall be responsible for consulting with and obtaining any necessary approvals from Union Gas and Bell Canada regarding any matters that relate to services to be provided by Union Gas and Bell Canada. In addition, the Owner shall be responsible for any costs associated with the reconstruction, relocation or changes to these services resulting from this development.
- 11. If any proposed upgrades to the existing utilities within the municipal right-of-way are required, the Owner must provide copies of the plans on any utility work to the satisfaction of the Corporation.
- 12. The Owner shall be responsible for consulting with and obtaining any necessary approvals from the Ministry of Culture.
- 13. All walkways and entrance locations on the said lands, where designated on Schedule "B", shall be constructed of concrete, asphalt or other material capable of permitting accessibility under all climatic conditions by the Owner to the satisfaction of the Corporation. To ensure that this development is accessible to persons with disabilities, the Owner acknowledges that all sidewalks, walkways and islands within this development shall be constructed in such a manner as to safely accommodate persons with special mobility needs.
- 14. If any curbs, sidewalks, boulevards or highway surfaces of the Corporation are damaged during the development by the Owner, such damage shall be repaired or replaced by the Owner.
- 15. Snow removal from the parking or loading areas and lanes, driveways and walkways shall be the responsibility of the Owner.
- 16. Any garbage or refuse that is stored outside shall be stored in a non-combustible container and maintained so that the garbage or refuse does not blow or fall out of the container.
- 17. The Owner further agrees to obtain the necessary access or other permits for any driveway approaches, curb cuts prior to commencement of any construction on or adjacent to the public roads.
- 18. Any and all lighting shall be installed and maintained in accordance with the standards set out in the Town's Development Manual, and, so as to not, in the opinion of the Corporation, interfere with the use or enjoyment of adjacent properties or with the safe flow of traffic on abutting or adjacent streets.

19. All of the exterior walls of the building shall be as per the elevation drawings as shown on Schedule "F" hereto.
20. All connections to the Town's existing infrastructure must be submitted to the Infrastructure Services Department for approval. Installation shall be coordinated and inspected by the Infrastructure Services Department. This would include any watermain, water service, sanitary or storm installations as necessary.
21. The Owner shall, at its own expense, repair forthwith any damage done by their servants, agents, contractors or subcontractors to any land or property of the Corporation during the course of and arising in any way out of the construction or installation of the works required by this Agreement.
22. Notwithstanding any of the provisions of this agreement, the Owner shall be subject to all of the by-laws of the Corporation and shall construct all work in accordance with the requirements of the Town of Amherstburg, the County of Essex, and the Province of Ontario.
23. The Owner agrees that any Municipal property, including without limiting the generality of the foregoing, curbs, gutters, pavements, sidewalks, or landscaped areas on the public highway and any property belonging to a third party, which are damaged during construction or otherwise, shall be restored to the satisfaction of the Town. The Owner shall keep the subject lands in a state of good repair (including the cutting of weeds) and upon written notice from the Town shall correct deficiencies in the state of repair within ten (10) days thereof.
24. All driveways for emergency vehicles shall:
 - 1) Be connected with a public thoroughfare;
 - 2) Be designed and constructed to support expected loads imposed by firefighting equipment;
 - 3) Be surfaced with concrete, asphalt or other material capable of permitting accessibility under all climatic conditions;
 - 4) Have a clear width of 6 metres at all times;
 - 5) Be located not less than 3 metres and not more than 15.2 metres measured horizontally and at right angles from the face of the building;
 - 6) Have an overhead clearance not less than 4.5 metres;
 - 7) Have a change in gradient of not more than 1 in 12.5 over a minimum distance of 15.2 metres; and
 - 8) Have approved signs displayed to indicate the emergency route.
25. If the Ontario Building Code requires that an architect or professional engineer or both shall be responsible for the field review of any new building or re-development provided for in this Agreement, the Owner shall not occupy or use or permit to be occupied or used any said new building or extension until after an architect or professional engineer has given to the Corporation a letter addressed to the Corporation and signed by him certifying that all services on or in the said lands, required for this development or redevelopment, newly installed by the Owner in connection with this development or redevelopment and not contained within a building, have been installed and completed in a manner satisfactory to the architect or professional engineer.
26. The Owners shall, at their own expense, prepare a site grading plan and site drainage plan for this development, which plan shall be filed with the Corporation. The final elevations of all buildings and the final site grades relating thereto shall conform to the site grading and site drainage plan as filed. A Consulting Engineer, an Ontario Land Surveyor or a Certified Engineering Technologist shall certify or declare, upon completion of the construction of the building, if applicable, that the said site grading and site drainage plan has been complied with, and until such time as the said certification or declaration has been received by the Corporation, occupancy of the building on the subject lands shall not be granted.

27. All connections to the Town's existing infrastructure must be submitted to the Infrastructure Services Department for approval. Installation shall be coordinated and inspected by the Infrastructure Services Department. This would include any watermain, water service, sanitary or storm installations.
28. The Corporation through its servants, officers and agents including its building inspector, plumbing inspector, fire chief and Director of Infrastructure Services may from time to time and at any time enter on the Lands to inspect:
 - 1) The progress of development;
 - 2) The state of maintenance as provided for in this Agreement.
29. In the event of any servant, officer or agent of the Corporation determining upon inspection that the development is not proceeding in strict accord with the plans and specifications filed with the Corporation, such servant, officer or agent shall forthwith place a notice requiring all work to be stopped upon the Lands, and shall forward a copy by registered mail to the Owner at his last address as shown by the revised assessment rolls, and the Owner shall forthwith correct the deficiency or deviation as hereinafter provided.
30. In the event of any servant, officer or agent of the Corporation upon inspection being of the opinion that the state of maintenance is not satisfactory, such servant, officer or agent shall forthwith forward notice of such opinion to the Owner by registered mail at his last address as shown from the revised assessment rolls, and the Owner shall forthwith correct the deficiency or appeal to Council of the Corporation as hereinafter provided.
31. In the event that an Owner should disagree with the opinion of the servant, officer or agent of the Corporation as to the progress of the development or as to the state of maintenance, such Owner shall appear before Council of the Corporation, which after hearing the Owner, shall be permitted to express its position as to whether such progress or maintenance is satisfactory, following which Council of the Corporation shall make a decision, by resolution, as to whether to lift or sustain the prior decision of the Corporation's servant, officer or agent, which shall constitute a final determination of the matter.
32. In the event that an Owner should fail to obey a stop work order issued under Section 29 hereof, in addition to any other remedy, the Owner recognizes the right of the Corporation to apply to the Court for an Order granting injunctive relief, both interlocutory and permanent. The Owner acknowledges and admits that its failure to obey a stop work order constitutes irreparable harm to the Corporation and that the balance of convenience favours granting such injunctive relief without further proof thereof by the Corporation. The Owner shall be liable to the Corporation for all costs in relation to obtaining such an Order, including all legal costs. The costs shall be deemed to be municipal taxes and to be recoverable in accordance with Section 37 of this Agreement.
33. In the event that an Owner should fail to correct a deviation of deficiency after notice pursuant to Sections 30 or 31 or after notice of an opinion, which Council of the Corporation determines is correct under Section 38, the Council of the Corporation may direct the Owner to correct any default of the matter or thing being done by the Owner, not less than two (2) weeks after notice is sent by regular mail at the last known address of the Owner pursuant to the revised assessment rolls of passage of such by-law, that such matter or thing be done by the Corporation at the expense of the Owner, which expense shall be deemed to be municipal taxes and to be recoverable in accordance with Section 37 of this Agreement.
34. In the event of an Owner wishing to change at any time any of the buildings, structures or facilities described in the plans annexed or referred to in this agreement hereof, it shall make application to Council of the Corporation for approval and shall not proceed with such change until approval is given by such Council, or in default by the Local Planning Appeal Tribunal, under the procedure set out in Section 41 of the Planning Act, R.S.O. 1990 here before referred to.

35. This Agreement and the provisions thereof do not give to the Owner or any person acquiring any interest in the said lands any rights against the Corporation with respect to the failure of the Owner to perform or fully perform any of its obligations under this Agreement or any negligence of the Owner in its performance of the said obligations.
36. In the event that no construction on the Lands has commenced on or before the expiry of one (1) year from the date of registration of this Agreement, the Corporation may subsequently, at its option, on one month's written notice to the Owner, terminate this Agreement, whereupon the Owner acknowledges that agrees that it will not be able to undertake any development construction on the Lands (or any further development or construction) on the Lands.
37. All facilities and matters required by this Agreement shall be provided and maintained by the Owner at its sole risk and expense to the satisfaction of the Corporation and in accordance with the standards determined by the Corporation and in default thereof and without limiting other remedies available to the Corporation, the provisions of Section 446 of the Municipal Act shall apply.
38. A financial guarantee (certified cheque or irrevocable letter of credit – self renewing without burden of proof) for 50% of the value of on-site improvements of this development, exclusive of buildings and structures is required to be paid and/or posted with the Corporation, in addition to financial security in the amount of 100% for all off-site works is required as part of this development. The Owner's engineer is required to provide a certified estimate of the cost of the on-site and off-site work for consideration and approval by the Town's Director of Engineering and Infrastructure. Once the Town has received a letter of conformance from the design engineer indicating that all site works, including landscaping, lighting etc. have been installed as per the approved site plans and said installation and inspected and approved the construction of the on-site and off-site works, the Owner will be required to provide security for a one year maintenance period in the amount of 15% of the cost of on-site and off-site improvements.
39. This Agreement shall be registered against the land to which it applies, at the expense of the Owner, and the Corporation shall be entitled, subject to the provisions of the Registry Act and the Land Titles Act, to enforce its provisions against the Owner named herein and any and all subsequent owners of the lands.
40. This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
41. This Agreement shall be governed by, and interpreted according to, the laws of the Province of Ontario and the laws of Canada applicable therein, and shall be treated in all respects as an Ontario Contract.
42. If any provision or part thereof of this Agreement be illegal or unenforceable, it or they shall be considered separate and severable from the Agreement, and the remaining provisions of the Agreement shall remain in force and effect and shall be binding upon the Parties hereto as though the said provision or part thereof had never been including in this Agreement.
43. If any provision or part thereof of this Agreement be illegal or unenforceable, it or they shall be considered separate and severable from the Agreement, and the remaining provisions of the Agreement shall remain in force and effect and shall be binding upon the Parties hereto as though the said provision or part thereof had never been including in this Agreement; provided that the severance of the provision or part does not fundamentally impair the rights of the Corporation in which case the Corporation may declare, without the consent of the Owner, this Agreement void, and all development and construction shall cease pending the execution of a new Agreement by the parties.

44. The division of this Agreement into Articles, sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.
45. This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument and shall be effective as of the date set out above.
46. Schedules and other documents attached or referred to in this Agreement are an integral part of this Agreement, and are hereby incorporated into this Agreement by reference.
47. The Owner shall indemnify and save harmless the Corporation, its councillors, officers, employees, contractors and agents from all actions, causes of action, suits, claims and demands which may arise during the course of or in way connected to the construction or installation of the works required by this Agreement.
48. This Agreement constitutes the entire agreement among the Parties and except as herein stated and in the instruments and documents to be executed and delivered pursuant hereto, contains all of the representations and warranties of the respective Parties. There are no oral representations or warranties among the Parties of any kind. This Agreement may not be amended or modified in any respect except by written instrument signed by both Parties.

IN WITNESS WHEREOF the Parties have executed this Agreement, as of the date set out above, under the hands and seals of their respective and duly-authorized signing officers.

OWNER: 2787763 ONTARIO LIMITED

Per _____
Kyle McDonald, Owner

Per _____
Lauri Brouette, Owner

We have authority to bind the Corporation

**THE CORPORATION OF THE
TOWN OF AMHERSTBURG**

Per _____ Mayor
Aldo DiCarlo,

Per _____ Clerk
Valerie Critchley,

We have authority to bind the Corporation

Authorized and approved by By-law
No. 2022-004 enacted the 24th day of
January, 2022.

SCHEDULE "A"

The following is a description of the land to which this instrument applies. This agreement applies to the said Lands as a whole.

Pt Lt 15 W/S Ramsay St, 16 W/S Ramsay St, Plan 1,
Town of Amherstburg,
County of Essex
and Province of Ontario
PIN 70555-0066 (LT)

DRAFT

CLIENT:
2594756 ONTARIO LTD.
1145 CROYDON ROAD
LASALLE, ON
N9H 1B3

PROJECT:
ADDITION & RENOVATION TO
72 MURRAY ST,
AMHERSTBURG, ON
N9V 1H5

DESIGN DATA TABLE		
ZONING: ADDITION & RENOVATIONS 72 MURRAY ST., AMHERSTBURG	REQUIRED AS PER ZONE CG-4 ZONING BY-LAW no. 1999-52	PROVIDED
INTENDED USE	MIXED USE: RETAIL, RESTAURANT, HOTEL, ROOFTOP ASSEMBLY	MIXED USE: RETAIL, RESTAURANT, HOTEL, ROOFTOP ASSEMBLY
MINIMUM LOT AREA	N/A	833.7 m ² (8,974 ft ²)
MINIMUM LOT FRONTAGE	N/A	23.77 m (78.00')
MAXIMUM LOT COVERAGE	N/A	47.7 % (existing)
MINIMUM FRONT YARD DEPTH	N/A	2.00 m (6'-6") (existing)
MINIMUM REAR YARD DEPTH	7.5 m (24'-7")	7.26 m (23'-10") (existing)
MINIMUM SIDE YARD WIDTH (INTERIOR)	N/A	6.27 m (20'-7") (existing)
MINIMUM SIDE YARD WIDTH (EXTERIOR)	N/A	0.00 m (0'-0") (existing)
MIN. LANDSCAPED OPEN SPACE YARD	N/A	0.00 % (existing)
MAXIMUM BUILDING HEIGHT	18.0 m (59'-0")	12.80 m (42'-0")
BUILDING AREA	N/A	395.4 m ² (4,256 ft ²) (existing)
GROUND FLOOR AREA	N/A	354.0 m ² (3,810 ft ²)
SECOND FLOOR AREA	N/A	357.7 m ² (3,850 ft ²)
THIRD FLOOR AREA	N/A	107.8 m ² (1,160 ft ²)
GROSS FLOOR AREA (GFA)	N/A	921.8 m ² (9,922 ft ²)
NUMBER OF FLOORS	N/A	3 floors
PAVED AREA	N/A	458.9 m ² (4,939 ft ²) (existing)
PARKING SPACES	N/A as per By-law 2002-51 CG-4 Parking Special Provision	0 spaces provided on property (nearby on-street parking available)
LOADING SPACES	as per By-law 1999-52 Section 3(16)(i) = 0 loading spaces req'd	0 loading spaces provided
ACCESSIBLE (B.F.) PARKING SPACES	0 spaces required	0 spaces provided
VISITOR PARKING SPACES	0 spaces required	0 spaces provided
BICYCLE PARKING SPACES	0 spaces required	0 bicycle spaces provided
TOTAL SCREENING LENGTH	N/A	0.00 m (0'-0")
TOTAL CURBING LENGTH	N/A	0.00 m (0'-0")

OBC 2012 DATA FOR SITE PLAN CONTROL

MULTIPLE MAJOR OCCUPANCIES / MIXED USE:

FIRST FLOOR:
32224, GROUP A, DIVISION 1, UP TO 6 STOREYS, ANY AREA, SPRINKLERED, AND/OR
32253, GROUP D, UP TO 3 STOREYS, AND/OR
32259, GROUP E, UP TO 3 STOREYS

SECOND FLOOR:
32241, GROUP C, UP TO 3 STOREYS

THIRD FLOOR / OPEN AIR TERRACE:
32235, GROUP A, DIVISION 4

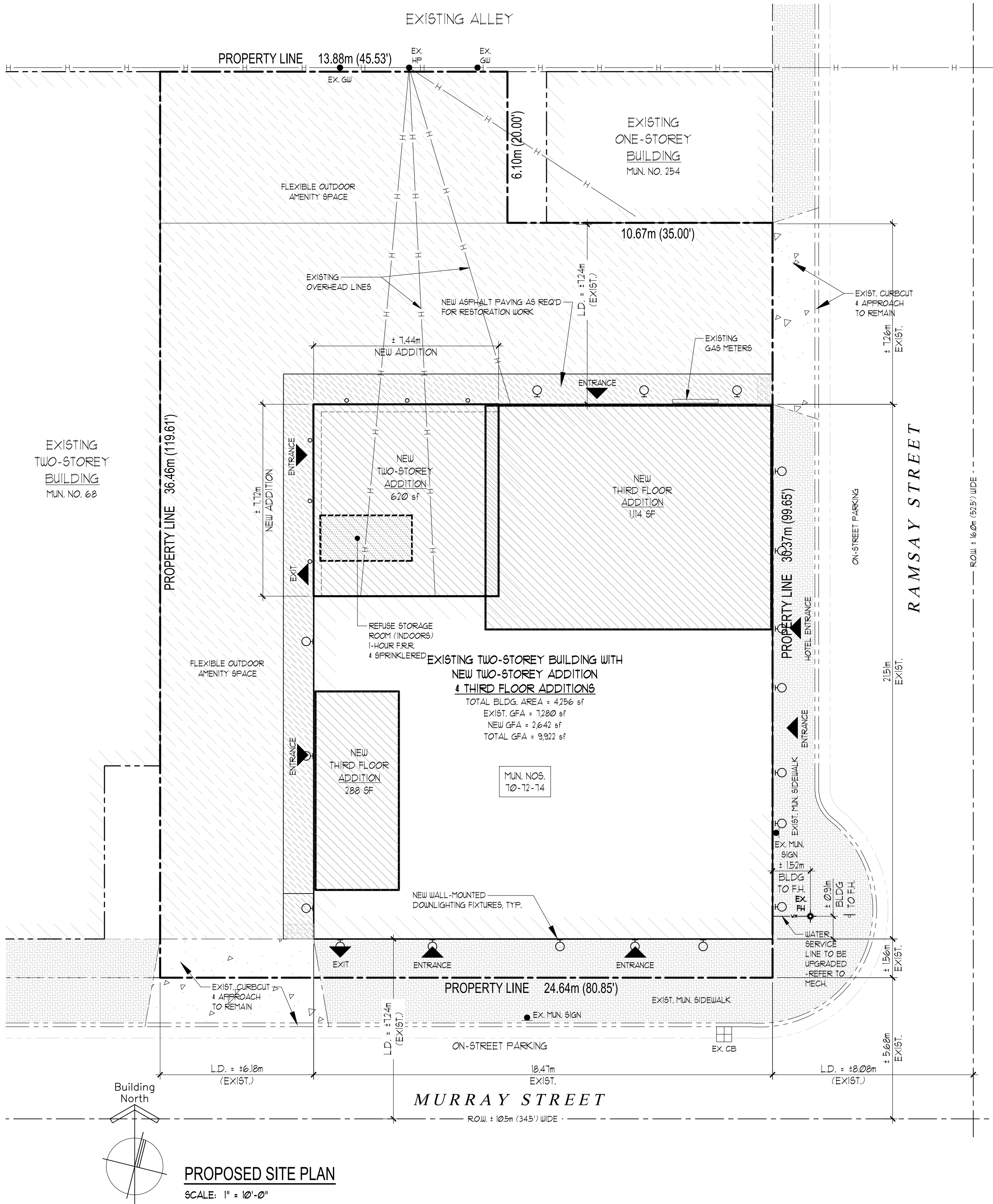
REQUIRED TO FACE ONE (1) STREET.

ENTIRE BUILDING WILL BE SPRINKLERED.

STANDPIPE SYSTEM NOT REQUIRED.

REFUSE WILL BE COLLECTED BY BUILDING STAFF AND STORED INSIDE THE BUILDING.

NOTES	LEGEND
1. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO COORDINATE ALL PROPOSED SITE WORK w/ ALL REQUIRED DEMOLITION WORK AS INDICATED ON THESE DRAWINGS AND AS REQUIRED TO PRODUCE A COMPLETE AND FINISHED PROJECT.	<div><div></div> NEW BUILDING ADDITION</div> <div><div></div> EXISTING RENOVATED BUILDING</div> <div><div></div> EXISTING CONCRETE PAVING TO REMAIN</div> <div><div></div> NEW ASPHALT PAVING - REFER TO CIVIL DUGS.</div> <div><div></div> EXISTING ASPHALT PAVING TO REMAIN</div> <div><div></div> EXISTING PAVERS ALONG MUNICIPAL SIDEWALKS TO REMAIN</div>
2. GENERAL CONTRACTOR TO BE RESPONSIBLE FOR THE PATCHING AND REPAIRING OF ALL MUNICIPAL LAWN AREAS, SIDEWALKS, CURBS & GUTTERS, ROADS, SIGNAGE, EQUIPMENT, INFRASTRUCTURE, ETC. TO MAKE GOOD AND MATCH EXISTING ALL AREAS WHICH HAVE BEEN DAMAGED OR AFFECTED DURING THE COURSE OF WORK SEE SPECIFICATIONS.	<div><div></div> PROPERTY LINES</div> <div><div></div> CONCRETE CURBING - REFER TO CIVIL DUGS.</div> <div><div></div> WALL-MOUNTED LIGHT FIXTURE - REFER TO ELECT. DUGS.</div> <div><div></div> SOFT LIGHT FIXTURE - REFER TO ELECT. DUGS.</div> <div><div></div> MANHOLE / CATCH-BASIN MANHOLE - REFER TO CIVIL DUGS.</div> <div><div></div> EXISTING MUNICIPAL SIGNAGE</div>
3. GENERAL CONTRACTOR TO REFER TO LANDSCAPE DRAWINGS AND ALL OTHER DRAWINGS ON THIS PROJECT TO COORDINATE ALL PROPOSED SITE WORK.	
4. GENERAL CONTRACTOR TO NOTIFY THE ARCHITECT IMMEDIATELY IF DISCREPANCIES ARE FOUND BETWEEN FIELD CONDITIONS AND ANY INFORMATION NOTED ON THIS DRAWING. GENERAL CONTRACTOR MUST PROVIDE NOTIFICATION PRIOR TO COMMENCING ANY WORK.	



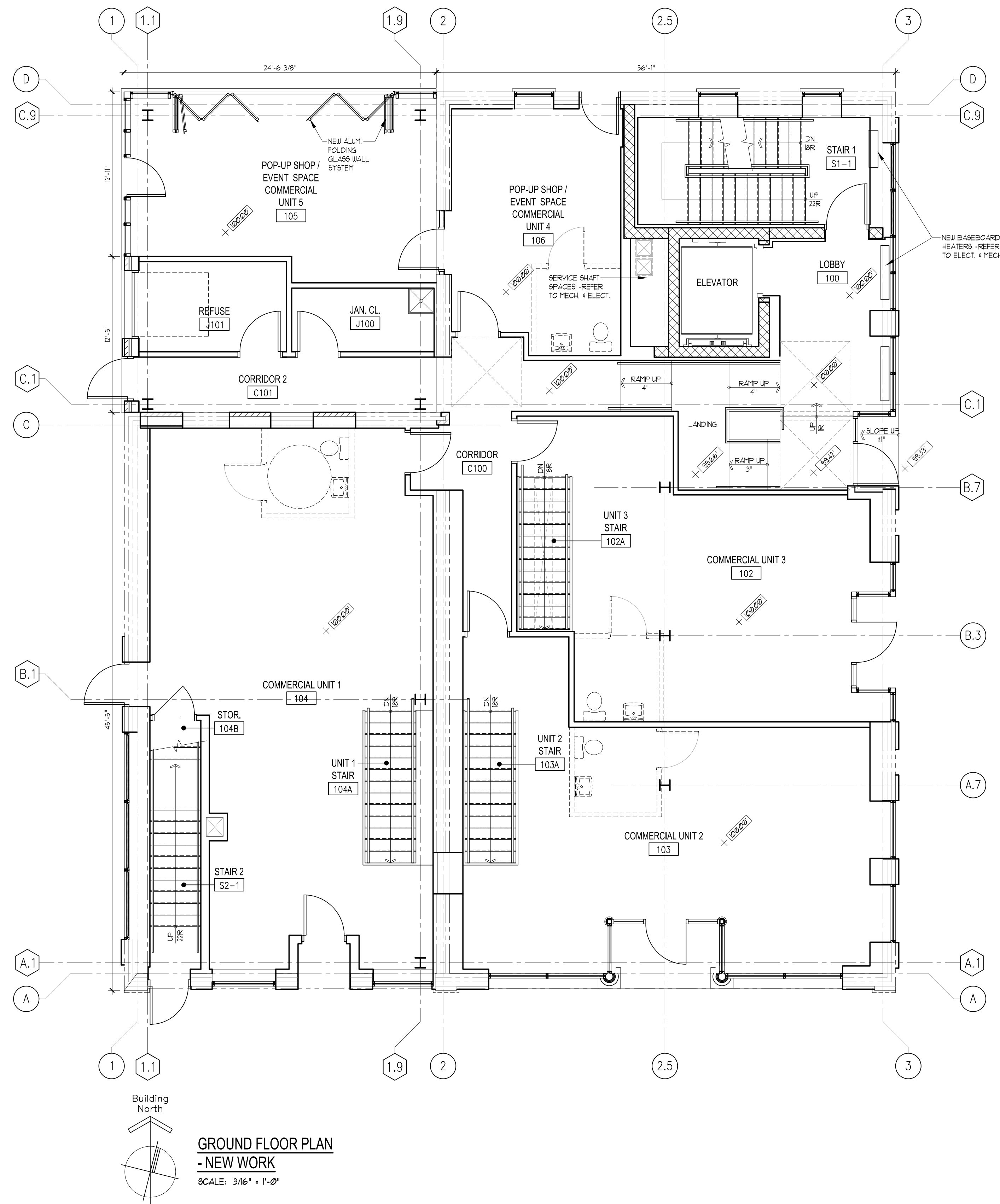
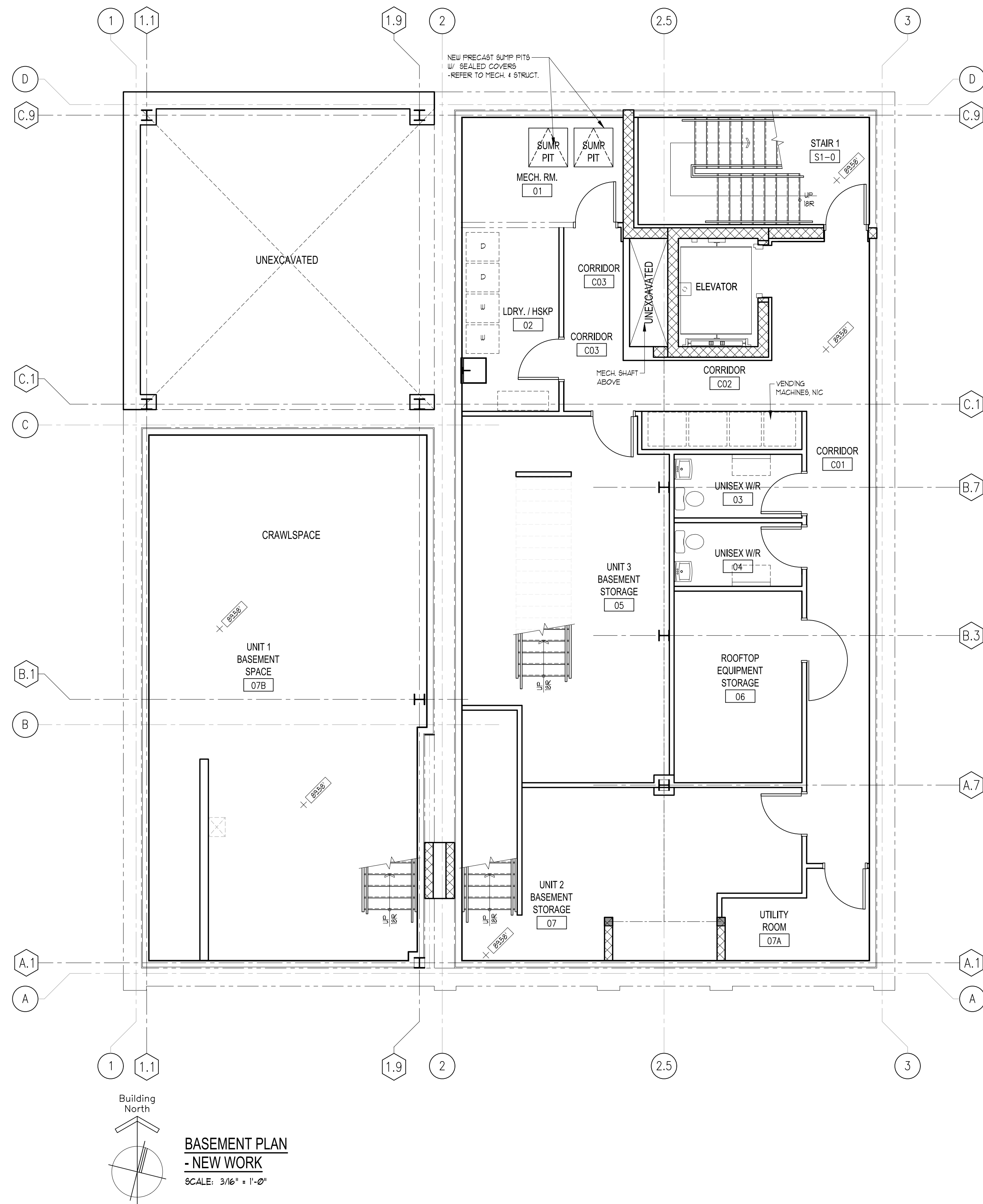
Archon
architects incorporated

1645 Wyandotte St. E., Suite 300
Windsor, Ontario, Canada
N8Y 1C8

Tel. (519) 253-1630
Fax (519) 253-5410
info@archonarchitect.com



DWN. BY:	S.J.S.	DSGN. BY:	S.T.V.
PRINT DATE:	NOV. 15, 2021	SCALE:	AS NOTED
CHKD BY:	S.J.S.	FILE:	704 SPC
PROJECT NO.:	20-704	SHEET NO.:	A1.0



CLIENT:
2594756 ONTARIO LTD.
1145 CROYDON ROAD
LASALLE, ON
N9H 1B3

PROJECT:
ADDITION & RENOVATION TO
72 MURRAY ST,
AMHERSTBURG, ON
N9V 1H5

SITE PLAN CONTROL NOV. 15, 2021
ISSUED FOR: DATE:

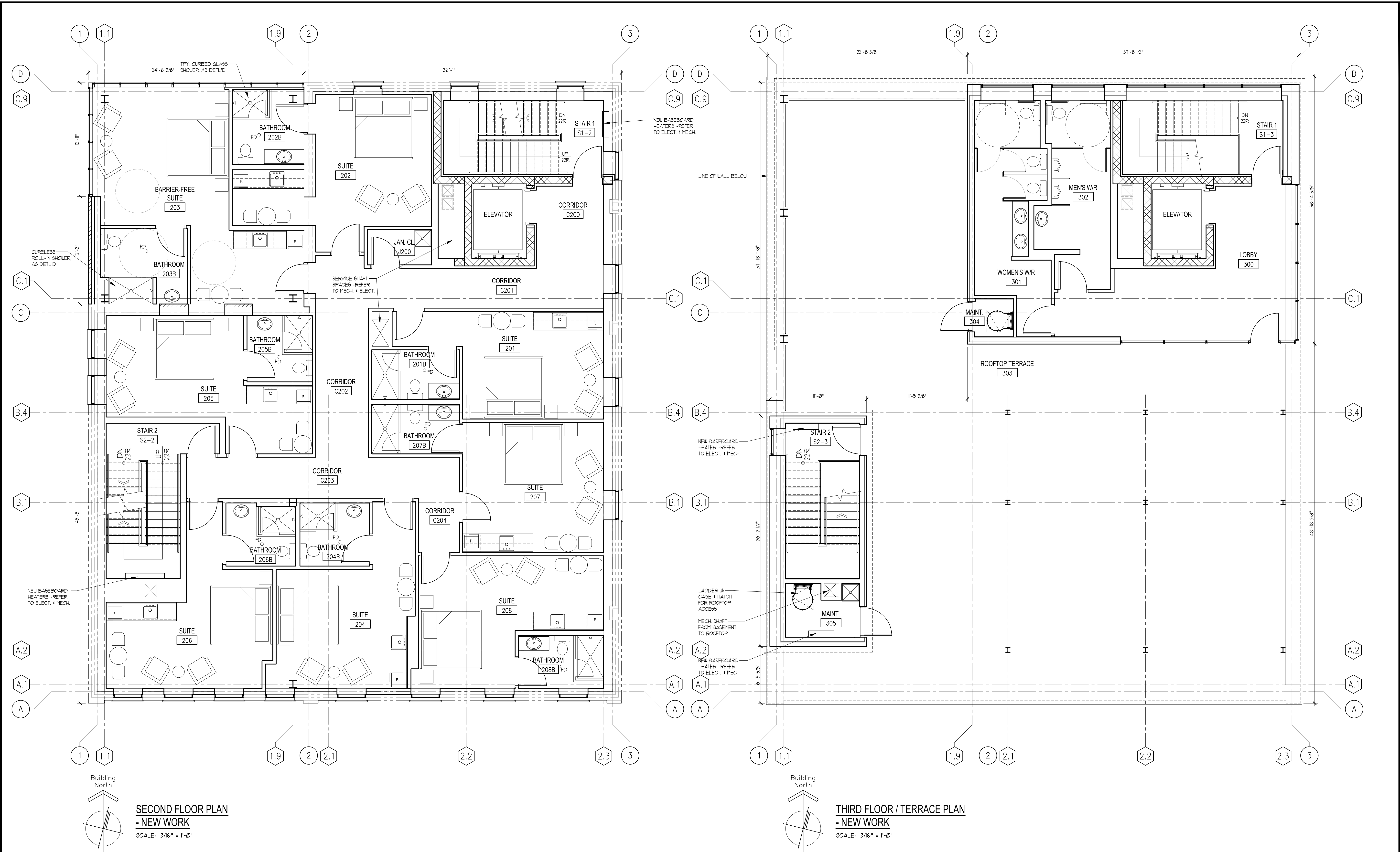
DRAWING TITLE:
**BASMENT & GROUND
FLOOR PLANS**

Archon
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Windsor, Ontario, Canada Fax (519) 253-5410
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DWN. BY: S.J.S.	DSGN. BY: S.T.V.
PRINT DATE: NOV. 15, 2021	SCALE: AS NOTED
CHKD BY: S.J.S.	FILE: 704 SPC
PROJECT NO: 20-704	SHEET NO: A2.0



CLIENT:
2594756 ONTARIO LTD.
1145 CROYDON ROAD
LASALLE, ON
N9H 1B3

PROJECT:
ADDITION & RENOVATION TO
72 MURRAY ST,
AMHERSTBURG, ON
N9V 1H5

SITE PLAN CONTROL	NOV. 15, 2021
ISSUED FOR:	DATE:

DRAWING TITLE:
**SECOND & THIRD/TERRACE
FLOOR PLANS**

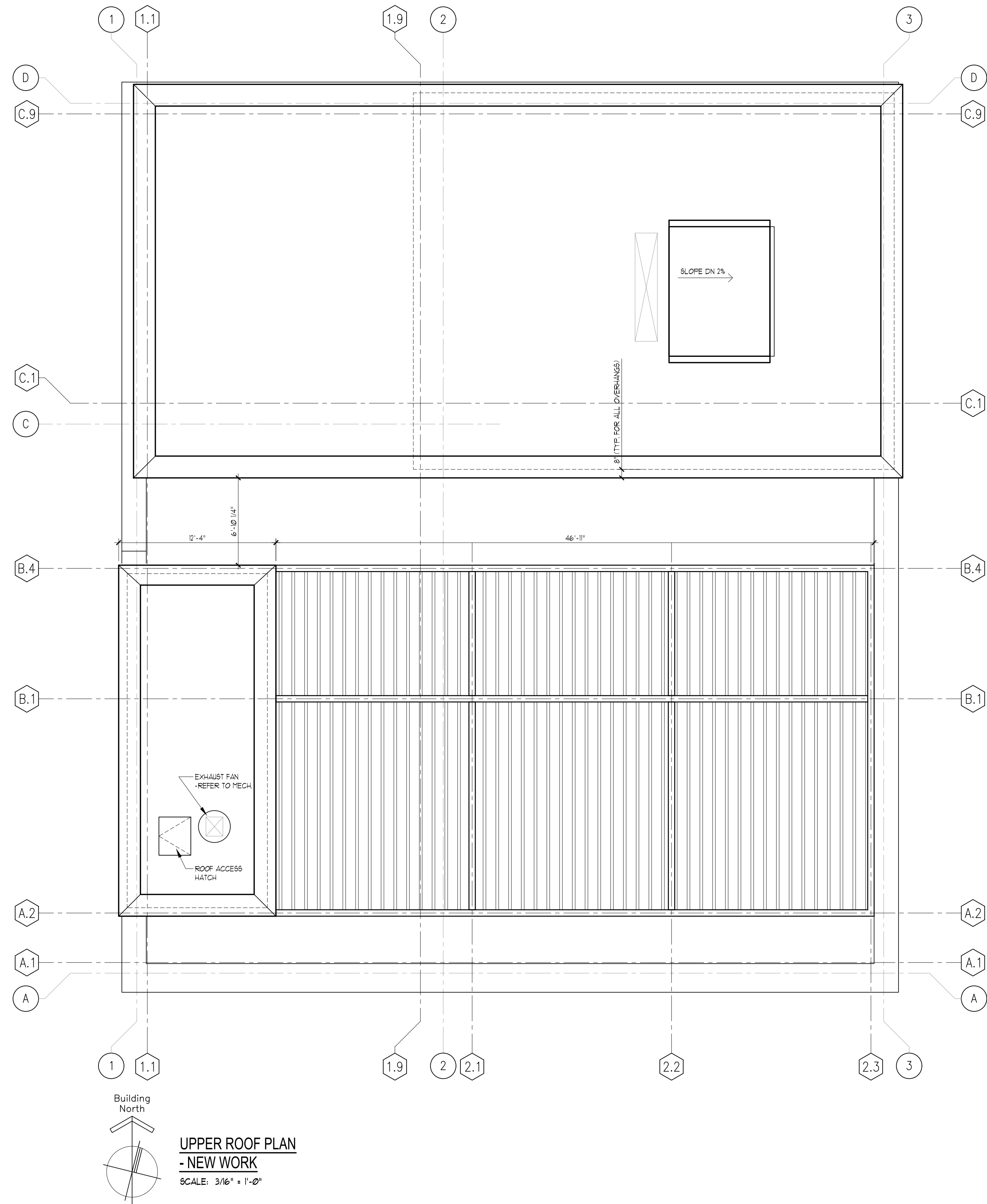
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Fax (519) 253-5410
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DWN. BY:	S.J.S.	DSGN. BY:	S.T.V.
PRINT DATE:	NOV. 15, 2021	SCALE:	AS NOTED
CHKD BY:	S.J.S.	FILE:	704 SPC
PROJECT NO.:	20-704	SHEET NO.:	A2.1



CLIENT:
2594756 ONTARIO LTD.
1145 CROYDON ROAD
LASALLE, ON
N9H 1B3

PROJECT:
ADDITION & RENOVATION TO
72 MURRAY ST,
AMHERSTBURG, ON
N9V 1H5

SITE PLAN CONTROL	NOV. 15, 2021
ISSUED FOR:	DATE:

DRAWING TITLE:
UPPER ROOF PLAN

Archon
architects incorporated
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Windsor, Ontario, Canada
N8Y 1C8
Tel. (519) 253-1630
Fax (519) 253-5410
info@archonarchitect.com

DWN. BY: S.J.S.	DSGN. BY: S.T.V.
PRINT DATE: NOV. 15, 2021	SCALE: AS NOTED
CHKD BY: S.J.S.	FILE: 704 SPC
PROJECT NO.: 20-704	SHEET NO.: A2.2



1
A3.0
**EXTERIOR ELEVATION
NORTH**
SCALE: 3/16" = 1'-0"



2
A3.0
**EXTERIOR ELEVATION
EAST**
SCALE: 3/16" = 1'-0"



3
A3.0
**EXTERIOR ELEVATION
SOUTH**
SCALE: 3/16" = 1'-0"



4
A3.0
**EXTERIOR ELEVATION
WEST**
SCALE: 3/16" = 1'-0"

CLIENT:
2594756 ONTARIO LTD.
1145 CROYDON ROAD
LASALLE, ON
N9H 1B3

PROJECT:
ADDITION & RENOVATION TO
72 MURRAY ST,
AMHERSTBURG, ON
N9V 1H5

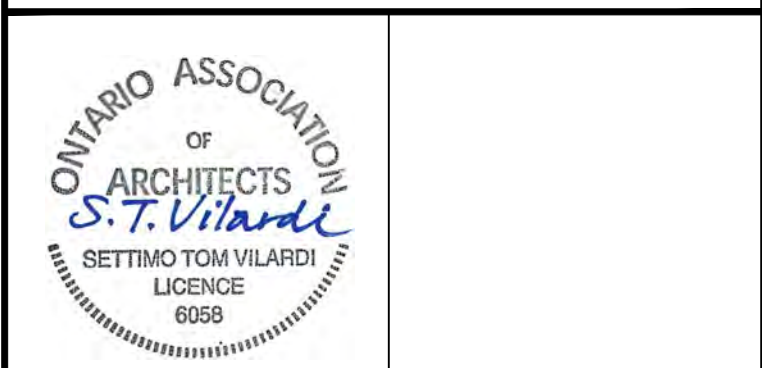
EXTERIOR FINISH TYPE SCHEDULE

- EXISTING BRICK VENEER (CLEANED & REPOINTED)
COLOUR: EXISTING
- NEW BRICK VENEER (MATCH PROFILE OF EXISTING)
COLOUR: MATCH EXISTING OR OWNER APPROVED EQUAL
- REFURBISHED METAL CORNICES, WINDOW PEDIMENT
HOODS & COLUMNS TO BE STRIPPED, SANDED,
PRIMED, AND PAINTED - COLOUR: T.B.D.
- NEW STONE SILL TO MATCH NEW WORK FINISH FOR
EXISTING STONE SILL.
- NEW ALUMINUM COMPOSITE PANEL SYSTEM, AS SPEC'D
COLOUR: BLACK
- NEW SPANDREL PANELS, AS SPEC'D
COLOUR: T.B.D.
- FROSTED GLASS, AS SPEC'D

SITE PLAN CONTROL	NOV. 15, 2021
ISSUED FOR:	DATE:

DRAWING TITLE:
EXTERIOR ELEVATIONS

Archon
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DWN. BY:	S.J.S.	DSGN. BY:	S.T.V.
PRINT DATE:	NOV. 15, 2021	SCALE:	AS NOTED
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PROJECT NO.:	20-704	SHEET NO.:	A3.0

















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360 Fairview Avenue West
Suite 311, Essex, ON N8M 1Y6

January 5, 2021

Mr. Frank Garardo
Manager of Planning Services
3925 Meloche Road
Amherst burg, ON N9V 2Y8

Dear Mr. Garardo:

RE: Application for Site Plan Control SPC 02-22
70 MURRAY ST (72)
ARN 372911000006200; PIN:
Applicant: Archon Architects Inc.

The following is provided as a result of our review of Application for Site Plan Control SPC 02-22. The applicant is proposing an 3rd storey addition to the existing 2 storey building and a 2 storey building addition.

DELEGATED RESPONSIBILITY TO REPRESENT THE PROVINCIAL INTEREST IN NATURAL HAZARDS AND REGULATORY RESPONSIBILITIES ASSOCIATED WITH THE CONSERVATION AUTHORITIES ACT

The following comments reflect our role as representing the provincial interest in natural hazards as outlined by Section 3.1 of the Provincial Policy Statement of the *Planning Act* as well as our regulatory role as defined by Section 28 of the *Conservation Authorities Act*.

We have reviewed our floodline mapping for this area and it has been determined this site is not located within a regulated area that is under the jurisdiction of the ERCA (Section 28 of the *Conservation Authorities Act*). As a result, a permit is not required from ERCA for issues related to Section 28 of the *Conservation Authorities Act*, Development, Interference with Wetlands and Alteration to Shorelines and Watercourses Regulation under the *Conservations Authorities Act*, (Ontario Regulation No. 158/06).

RISK MANAGEMENT & SOURCE PROTECTION PLAN

The subject property may lie wholly or partially within the Event Based Area (EBA) of the Essex Region Source Protection Plan, which came into effect October 1, 2015. The Source Protection Plan was developed to provide measures to protect Essex Region's municipal drinking water sources. As a result of these policies, new projects in these areas may require approval by the Essex Region Risk Management Official (RMO) to ensure that appropriate actions are taken to mitigate any potential drinking water threats. Should your proposal require the installation of fuel storage on the site, please contact the RMO to ensure the handling and storage of fuel will not pose a significant risk to local



Mr. Garardo
January 05, 2022

sources of municipal drinking water. The Essex Region's Risk Management Official can be reached by email at riskmanagement@erca.org or 519-776-5209 ext 214. If a Risk Management Plan has previously been negotiated on this property, it will be the responsibility of the new owner to contact the Essex Region Risk Management Official to establish an updated Risk Management Plan. For any questions regarding Source Water Protection and the applicable source protection plan policies that may apply to the site, please contact the Essex Region Risk Management Official.

WATERSHED BASED RESOURCE MANAGEMENT AGENCY

The following comments are provided in an advisory capacity as a public commenting body on matters related to watershed management.

SECTION 1.6.6.7 Stormwater Management (PPS, 2020)

ERCA has concerns with the potential impact of the quality and quantity of runoff in the downstream watercourse due to the proposed development on this site. ERCA recommends that stormwater quality and stormwater quantity will need to be addressed up to and including the 1:100 year storm event and be in accordance with the guidance provided by the Stormwater Management Planning and Guidance Manual, prepared by the Ministry of the Environment (MOE, March 2003) and the "Windsor-Essex Region Stormwater Management Standards Manual".

We further recommend that the stormwater management analysis be completed to the satisfaction of the Municipality. We do not require further consultation on this file with respect to stormwater management.

PLANNING ADVISORY SERVICE TO PLANNING AUTHORITIES - NATURAL HERITAGE POLICIES OF THE PPS, 2020

The following comments are provided from our perspective as an advisory service provider to the Planning Authority on matters related to natural heritage and natural heritage systems as outlined in Section 2.1 of the Provincial Policy Statement of the *Planning Act*. The comments in this section do not necessarily represent the provincial position and are advisory in nature for the consideration of the Planning Authority.

The subject property is not within or adjacent to any natural heritage feature that may meet the criteria for significance as defined by the PPS. Based on our review, we have no objection to the application with respect to the natural heritage policies of the PPS.



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FINAL RECOMMENDATION

With the review of background information and aerial photograph, ERCA has no objection to this application for site plan control.

If you have any questions or require any additional information, please contact the undersigned.

Sincerely,



Vitra Chodha, E.P
Resource Planner
/vc





Summary of Correspondence Received on Site Plan Application

Below is a summary of the comments received by the Planning Services Division on the site plan application for 72 Murray Street.

Fire Services Department:

At this time, Fire has no concerns with the site plan for proposed changes to 72 Murray Street.

Infrastructure Services Department:

It appears that the building envelope will not be expanded or any additional hard surface added. We are assuming that the building is using all existing service connections (sanitary / water). If all these are true then IS has no comments other than reminding the proponent that a ROW permit will be required for any work on the ROW including sidewalk closing / hoarding / storage or excavating work. If new connections are required we will need additional information.

Building Services Division:

No comments received.

Legislative Services Division (Accessibility):

The Amherstburg Accessibility Advisory committee recommends that the proponent consider rendering:

1. All exterior entrances accessible and barrier-free; and,
2. Tactile surface plates be added, where appropriate to do so.

Windsor Police Services:

I have reviewed the drawings for this application to convert the existing building and property into a new multi-use building with a hotel, restaurant/retail spaces, and a rooftop gathering area and would offer the following comments as they pertain to optimizing public safety and security for the property:

- Proper lighting is required to ensure an adequate degree of public safety associated with the newly renovated building, which will feature both pedestrian and vehicular traffic maneuvering around the site at any time. There does not appear to be any dedicated onsite parking, however it would be prudent for the applicant to ensure the street parking located immediately in front of the building has adequate illumination.
- All primary (main entry) exterior building access points for the renovated building need to be illuminated to at least 4.5 foot-candles (fc), with other exterior doors illuminated to at least 3.5 – 4.0 fc. Abutting sidewalk areas around the building require a minimum of 2.0 fc – this also includes loading spaces, bicycle parking, and all refuse bin storage areas where applicable. The outdoor amenity space on the building's west side should be equipped with motion-activated floodlighting that

will enable detection of trespassers when this space is not operating in its intended usage time frame.

- All new exterior light fixtures should ideally be LED, with a colour temperature of 4,000 degrees Kelvin (4000K) and a minimum colour rendering index (CRI) of 70. These specifications optimize visibility and accuracy of witnessed activity. It would be ideal for the applicant to provide a photometric plan and summary of proposed light fixture specifications that can be reviewed by Windsor Police to ensure public safety is optimized.
- To protect the newly renovated building and its contents against unlawful access that could trigger crime, appropriate target hardening measures should be implemented as follows:
 - The exterior building access locks should be keyed with a key type that cannot be readily copied at a local hardware store. Such higher security locks prevent uncontrolled duplication of keys which lead to unauthorized persons gaining access. When this happens, it reduces the overall security of the building for all occupants.
 - Any new commercial spaces should be outfitted with their own security alarm system for added protection against unlawful forced entry and theft. CCTV cameras are highly recommended as well, but are not mandatory, to further enhance loss prevention capability for these spaces.
 - It is important that no greater than 20% of the building's ground floor commercial space windows be allowed to be covered by posters and advertising as this greatly diminishes natural surveillance capability and therefore increases risk for crime to occur. Reduced visibility typically translates into less reliable witness observation capacity.
 - All windows (if they are operable) should lock to guard against unlawful entry being gained after hours.

Essex Power:

No comments received.

Accessibility Advisory Committee:

The suggested site plan amendments for accessibility are as follows:

- Include tactile surface plates at curb cuts to note the dangers posed of entering the right-of-way.
- Ensure that the number of entrances to the building that are barrier-free are rendered so, in accordance with the Ontario Building Code and as noted in section 3.8.1.2. of O.Reg 332/12.

Heritage Committee:

No comments received.