

THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 34-96

**A BY-LAW TO DESIGNATE A SITE PLAN CONTROL
AREA ON CERTAIN LANDS ON TUPPER DRIVE
AND AIRPORT ROAD
(NORTH BAY GOLF AND COUNTRY CLUB)**

WHEREAS the Council of The Corporation of the City of North Bay hereinafter referred to as the "City", deems it desirable to designate a Site Plan Control Area in the City of North Bay pursuant to Section 41 of the Planning Act, R.S.O. 1990;

AND WHEREAS the Council deems it desirable to delegate to the Clerk the authority to enter into an agreement respecting the matters referred to herein;

AND WHEREAS Council intends to pass By-law No. 33-96 to rezone the subject lands to a "Residential Multiple Second Density (RM2)" zone to permit the construction of row house dwelling units.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF NORTH BAY HEREBY ENACTS AS FOLLOWS:

- 1) That certain parcel of land, composed of part of the Remainder of Parcel 718 W&F in the south one-half of Lot 18, Concession "A", in the City of North Bay, which lands are more particularly described on Schedule "A" attached hereto, is hereby designated as a Site Plan Control Area.
- 2) As a condition of the approval no building or structure shall be erected, constructed or placed on the said Site Plan Control Area until the owner of the Site Plan Control Area has entered into an Agreement with The Corporation of the City of North Bay respecting the provisions, to the satisfaction of and at no expense to the Municipality of the following matters:
 - a) Parking facilities, both covered and uncovered, and access driveways and the surfacing of such areas and driveways;
 - b) walkways and the surfacing thereof;
 - c) facilities for lighting, including floodlighting;
 - d) walls, fences, hedges, trees or shrubs, or other groundcover or facilities for the landscaping of the lands;
 - e) collection areas and other facilities and enclosures for the storage of garbage and other waste material;

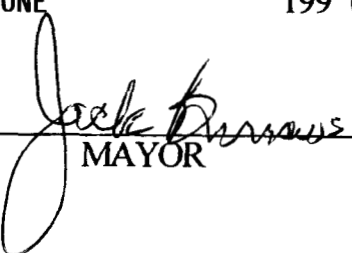
- f) grading or alteration in elevation or contour of the land and provision for the disposal of storm, surface and waste water from the land and from any buildings or structures thereon.
- 3) As a condition of approval vehicular access shall be provided and maintained to the satisfaction of and at no expense to the City. For that portion of the subject lands fronting on Airport Road, vehicular access shall be restricted to a maximum of two entrances.
- 4) As a condition of approval the owner agrees to prepare a storm water management plan for the subject lands. Said plan shall include the calculation of the 100 year return storm and associated floodplain for the water course that traverses the Airport Road component of the subject lands. The aforementioned storm water management plan and any resulting alterations to the subject property shall occur to the satisfaction of and at no expense to the Ministry of Natural Resources and the North Bay-Mattawa Conservation Authority.
- 5)
 - a) As a condition of approval the owner agrees to retain the services of a recognized noise and vibration consultant for any new construction on the site. Any suggestions forthcoming from the study shall be incorporated into the building design. The aforementioned study and any resulting alterations to the structure or subject property shall occur to the satisfaction of and at no expense to the Municipality.
 - b) As a condition of approval the owner agrees that all Offers of Purchase and Sale for any portion of the subject lands located at or above the 28 noise exposure forecast contour shall contain a clause advising prospective purchasers that an airport noise problem exists for these lands. The aforementioned notification shall occur to the satisfaction of and at no expense to the Municipality.
- 6) As a condition of approval the owner agrees to convey title to a twenty metre wide road allowance to the City to recognize any portion of Tupper Drive that traverses the applicant's property. Said conveyance and all related actions shall occur to the satisfaction of and at no expense to the Municipality.

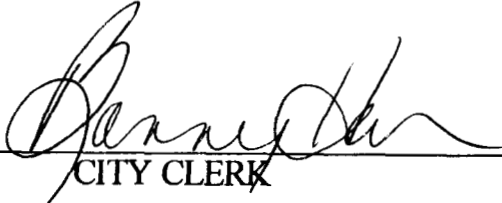
- 7) a) The Mayor and Clerk are hereby authorized upon the recommendation of the Chief Administrative Officer to enter into, under Corporate Seal, one or more Agreements on behalf of The Corporation of the City of North Bay with the owner of the subject lands herein to ensure the provision of all the facilities mentioned in this By-law, and to impose a fee of \$250.00 upon the owner for preparation and registration of the Agreement.
- b) The said Agreement may be registered against the lands to which it applies and the City may enforce the provisions of the Registry Act and The Land Titles Act against any and all subsequent owners of the land.
- 8) a) The said Agreement shall be binding on the owner, its successors and assigns.
- b) The owner shall authorize the City to exercise the provision of Section 325 of The Municipal Act, R.S.O. 1980, Chapter 302, as amended in the event of a breach by the owner of a condition of this Agreement.
- 9) This By-law comes into force and effect upon being finally passed.

READ A FIRST TIME IN OPEN COUNCIL THE 4TH DAY OF MARCH
199 6.

READ A SECOND TIME IN OPEN COUNCIL THE 10TH DAY OF JUNE
199 6

READ A THIRD TIME IN OPEN COUNCIL AND PASSED THIS 10TH DAY
OF JUNE 199 6.


MAYOR


CITY CLERK

10TH day of JUNE

Jack Burrows
MAYOR

Donny Van
CITY CLERK

