

THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 52-96

**BEING A BY-LAW TO ENTER INTO A SITE PLAN CONTROL
AGREEMENT WITH THE NIPISSING DISTRICT ROMAN
CATHOLIC SEPARATE SCHOOL BOARD (ECOLE
SECONDAIRE ALGONQUIN PROPERTY -
JANE STREET/ALGONQUIN AVENUE)**

WHEREAS Section 41 of the Planning Act allows for Site Plan Control Agreements;

AND WHEREAS Subsection 3.38.2 of By-Law No. 28-80 allows for the Municipality to enter into a Site Plan Control Agreement to co-ordinate on-site features of a development or redevelopment.

AND WHEREAS the Owner of the subject lands desires to enter into such an Agreement.

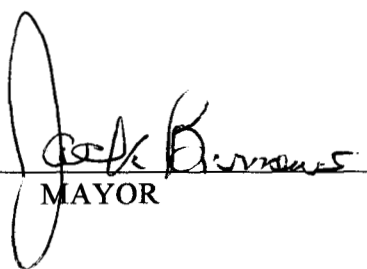
NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF NORTH BAY HEREBY ENACT AS FOLLOWS:

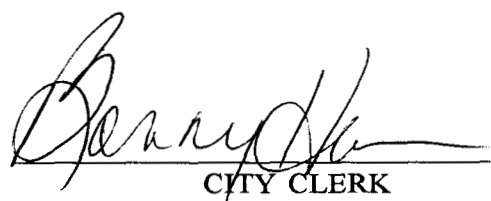
- 1) That the Mayor and the Clerk be authorized to sign a Site Plan Control Agreement, outlined as Schedule "B" attached hereto, to be registered and executed for the lands described on Schedule "A" attached to this By-Law.
- 2) That this Agreement be registered and executed upon final passage of this By-Law.

READ A FIRST TIME IN OPEN COUNCIL THIS 10TH DAY OF JUNE 1996.

READ A SECOND TIME IN OPEN COUNCIL THIS 10TH DAY OF JUNE 1996.

READ A THIRD TIME IN OPEN COUNCIL AND PASSED THIS 10TH DAY OF JUNE 1996.


MAYOR


CITY CLERK

THIS AGREEMENT WAS MADE THIS 22ND DAY OF APRIL, 1996.

BETWEEN:

THE CORPORATION OF THE CITY OF NORTH BAY
(Hereinafter referred to as the "CITY")

OF THE FIRST PART

- and -

THE NIPISSING DISTRICT ROMAN CATHOLIC
SEPARATE SCHOOL BOARD
(Hereinafter referred to as the "OWNER")

OF THE SECOND PART

WHEREAS the Owners have made application to the City to develop the lands and premises described in Schedule "A" herein referred to as the "Subject Lands";

AND WHEREAS the Owner is the registered Owner of the Subject Lands;

AND WHEREAS the proposed development of the subject lands by the Owner is to be in accordance with the site plan control area requirements as set forth in Subsection 3.38 of By-law No. 28-80 passed pursuant to Section 41 of the Planning Act, R.S.O. 1990, as amended;

AND WHEREAS the parties hereto have agreed that the specific provisions as set forth herein shall be met by the Owner before the development of the lands is approved.

NOW THIS AGREEMENT WITNESSETH THAT IN ACCORDANCE WITH THE MUTUAL COVENANTS AND CONDITIONS HEREIN SET FORTH AND THE PAYMENT OF \$250.00 BY THE OWNER TO THE CITY, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, THE PARTIES DO HEREBY COVENANT AND AGREE AS FOLLOWS:

1. The Owner covenants and agrees with the City to construct and maintain on the Subject Lands to the continuing satisfaction of the Director of Planning and Development of the City:
 - (a) An asphalted, drained parking area for employees, students and visitors shall be provided and maintained as set out as Item No. 1 on the attached Schedule "B" hereto;
 - (b) Vehicular ingress and egress to the site from Jane Street and Harvey Street shall be provided as set out as Item No. 2 on Schedule "B" hereto;
 - (c) A 3 metre wide, bermed landscaping strip consisting of coniferous and deciduous shrubs and trees of a minimum 3 metres in height, spaced at intervals of a minimum of 4.5 metres, shall be provided as set out as Item No. 3 on Schedule "B" hereto; and *9m ML*
 - (d) Opaque fencing of a minimum height of 3 metres to 3.7 metres along the northerly property of parts of Lots 537 and 538, Plan 64 shall be provided as set out as Item No. 4 on Schedule "B" hereto.
2. The Owner covenants and agrees with the City that the following shall be completed on or before October 31, 1996:
 - (a) Demolish houses at 642 and 654 Jane Street (namely, Lots 534 and 535, Plan 64 respectively);
 - (b) Fill and grade Lots 534 and 535 for use as temporary gravel parking areas with crushed rocks surfacing and dust controls;
 - (c) Add a ten (10) foot wide landscape buffer zone along the Jane Street sidewalk,

from Lot 145 to Lot 536. The buffer zone would include sod, shrubbery and/or a tree planting strip as indicated in Clause 1 (c); and

- (d) Eliminate all entrances on Jane Street with the exception of the major entrance (on Lot 146), as indicated on the proposed site plan. Traffic would enter/exit from the Jane Street entrance. Buses would enter from the Jane Street entrance and would exit onto Harvey Street (from Lot 524). Said entrances and exits shall be constructed and maintained to the continuing satisfaction of the Department of Engineering and Environmental Services.
3. The Owner shall provide a storm drainage plan which identifies the stormwater outlet as well as the means by which the stormwater shall be conveyed and shall be subject to the approval of the Department of Engineering and Environmental Services prior to the construction of an athletic field as shown on the attached Schedule "B" hereto.
4. The Owner agree that no grading or alteration or elevation or contour of the land shall be permitted, other than as shown on Schedule "B" hereto without the prior written permission of the Department of Engineering and Environmental Services.
5. The Owner agrees that any lighting or floodlighting facility shall be non-glare and shall be directed away from any adjacent residences.
6. This Agreement or any Notice of this Agreement may be registered against the lands, and the City may enter the lands and enforce the provisions hereof against the owners and any and all subsequent owners of the lands, and the cost thereof may also be recovered in like manner as municipal taxes, with interest at the prevailing rate for municipal taxes.
7.
 - (a) In default of the Owner completing the works as required herein and in addition to any other remedy, the Owner hereby authorizes the City, its officers, servants, agents and employees to enter on the Subject Lands and to complete the works at the Owner's expense.
 - (b) The Owner agrees to the registration of this agreement against the Subject Lands to the intent that provisions hereof shall run with the land and be binding upon the Owner and any and all subsequent owners to the said lands.
 - (c) The Owner agrees that an administrative fee of \$35.00 per inquiry as to the status of conformance to the agreement shall be payable.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO CAUSED TO BE AFFIXED THEIR CORPORATE SEALS IN EXECUTION HEREOF DULY ATTESTED BY THE HANDS OF THEIR PROPER OFFICERS AUTHORIZED IN THAT BEHALF.

THE CORPORATION OF THE CITY
OF NORTH BAY

MAYOR - JACK BURROWS

CITY CLERK - BONNY HARRISON

THE NIPISSING DISTRICT ROMAN
CATHOLIC SEPARATE SCHOOL BOARD
PER:

B. Surinay

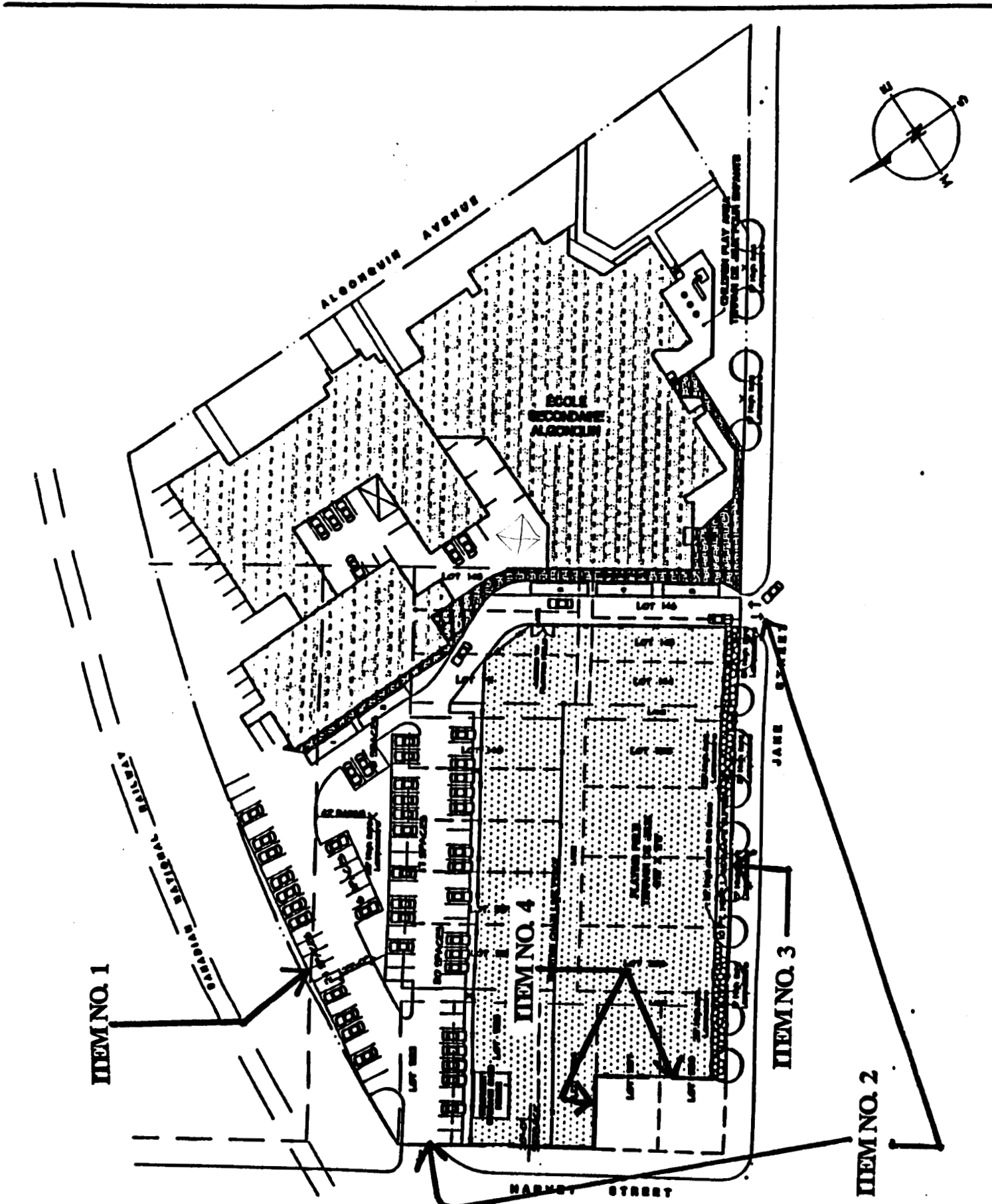
[Signature]

SCHEDULE "A"

- 1stly: Part of the south half of Lot 21, Concession "C",
Parts 1 & 2, Plan 36R-7877
- 2ndly: Part Lots 10 & 11, Plan 77,
Part 3, Plan 36R-7877
- 3rdly: Part Lot 12, Plan 77,
Part 4, Plan 36R-7877
- 4thly: Part Lane on Plan 64,
Part 5, Plan 36R-7877
- 5thly: Part Lot 1, Plan 77,
Part 6, Plan 36R-7877
- 6thly: Part Lots 13 & 14, Plan 77,
Part 7, Plan 36R-7877
- 7thly: Part Lot 15, Plan 77,
Part 8, Plan 36R-7877
- 8thly: Part Lots 16, 17 & 18, Plan 77,
Part 9, Plan 36R-7877
- 9thly: Part Bourke Street, Plan 64,
Part, 10, Plan 36R-7877
- 10thly: Lots 522 & 523, Plan 64,
Part 11, Plan 36R-7877
- 11thly: Lot 524, Plan 64,
Parts 12 and 13, Plan 36R-7877
- 12thly: Part Lot 537, Plan 64,
Part 14, Plan 36R-7877
- 13thly: Part Lane, Plan 64,
Part 15, Plan 36R-7877
- 14thly: Lot 525, Plan 64,
Part 16, Plan 36R-7877
- 15thly: Lots 137, 138, 139 & 140, Plan 77,
Part 17, Plan 36R-7877
- 16thly: Part Lane, Plan 64,
Part 18, Plan 36R-7877
- 17thly: Lots 141, 142 & 143, Plan 77,
Part 19, Plan 36R-7877
- 18thly: Lot 536, Plan 64,
Part 20, plan 36R-7877
- 19thly: Part Lot 144, Plan 77,
Part 21, Plan 36R-7877

- 20thly: Part Lot 144, Plan 77,
Part 22, Plan 36R-7877
- 21thly: Part Lots 144 & 145, Plan 77,
Part 23, Plan 36R-7877
- 22thly: Part Lot 145 & All Lot 146, Plan 77,
Part 24, Plan 36R-7877
- 23thly: Part Lots 144 & 145, Plan 77,
Part 25, Plan 36R-7877
- 24thly: Part Lot 538, Plan 64,
Part 26, Plan 36R-7877
- 25thly: Lot 533, Plan 64
- 26thly: Lot 534, Plan 64
- 27thly: Lot 535, Plan 64

All in the City of North Bay,
District of Nipissing.



<p>École Secondaire Algonquin North Bay, Ontario</p>	<p>Site Plan</p>	<p>drawing no.</p>
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