

BY-LAW NO. 1913

BEING A BY-LAW to authorize entering into a Connecting Link Agreement with the Minister of Highways for Ontario, covering certain Highways within the City of North Bay.

WHEREAS an Order-in-Council approved by His Honour the Lieutenant-Governor, dated the 20th day of November, A.D. 1958, has been received designating such Highways to be included in the Agreement.

AND WHEREAS by authority of the Highway Improvement Act, being Chapter 43, S.O. 1957 as amended, Section 22, subsection 4 and Section 39, the Municipality may enter into a Connecting Link Agreement with the said Minister of Highways for Ontario.

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

THAT the Corporation of the City of North Bay enter into said Connecting Link Agreement with the Minister of Highways for Ontario covering those Highways so designated by the said Order-in-Council dated the 20th day of November, A. D. 1958.

THAT the Mayor and Clerk of the Corporation of the City of North Bay execute the said Connecting Link Agreement designated as Exhibit "A" hereto on behalf of the Corporation of the City of North Bay and that the Clerk affix thereto the Corporate Seal.

READ A FIRST TIME IN OPEN COUNCIL THIS 18TH DAY OF JANUARY, 1960

READ A SECOND TIME IN OPEN COUNCIL THIS 18TH DAY OF JANUARY, 1960

..... *P. A. Frazer* *[Signature]*
CLERK MAYOR

BY-LAW READ A THIRD TIME IN OPEN COUNCIL AND FINALLY PASSED THIS 15TH DAY OF FEBRUARY 1960.

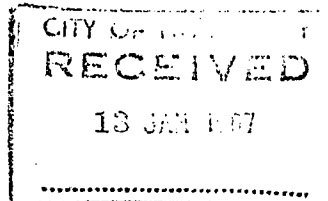
..... *P. A. Frazer* *[Signature]*
CLERK MAYOR



DEPARTMENT OF HIGHWAYS

DOWNSVIEW. January 12, 1967.

Mr. C. E. Armstrong,
City Clerk,
City Hall,
NORTH BAY. Ontario.



Dear Sir:

Re: DESIGNATION AS EXTENSIONS OF THE KING'S HIGHWAY,
City of North Bay,
District of Nipissing,
Plan P-3465-7, Highways 11B, 17B and 63,
OC-69/67.

Please be advised that by an Order-in-Council numbered OC-69/67, dated January 5, 1967, the routes in the City of North Bay, in the District of Nipissing, as described in the attached copy of the above-mentioned Order-in-Council have been re-designated as extensions of the King's Highway, pursuant to section 22(1) of The Highway Improvement Act. R.S.O. 1960, c. 171, and amendments thereto.

Yours truly,

A handwritten signature in cursive script, appearing to read 'T. W. Styles'.

T. W. Styles,
For: W. D. Ratz,
SUPERINTENDENT OF SURVEYS

TWS/ig
Attach:

XERO COPY XERO COPY XERO COPY XERO COPY

SCHEDULE

1. In the City of North Bay, in the District of Nipissing
being

(a) part of Algonquin Avenue, and

(b) part of Main Street,

and being that portion of highway illustrated on the attached
Department of Highways plan P-3465-7, and more particularly
described as follows:

Commencing at the intersection of Algonquin Avenue with
the northerly limit of the City of North Bay and extending
in a southerly direction on and along Algonquin Avenue, to
and continuing in a southeasterly and southerly direction
on and along Main Street to the southerly limit of the
City of North Bay, a distance of 2.09 miles, more or less.

2. In the City of North Bay, in the District of Nipissing,
being

(a) part of Harriet Street,

(b) part of Main Street, and

(c) part of Fisher Street,

and being that portion of highway illustrated on the attached
Department of Highways plan P-3465-7, and more particularly
described as follows:

Commencing at the intersection of Harriet Street with
the northerly and westerly limit of the City of North
Bay and extending in an easterly and southeasterly direction
on and along Harriet Street, to and continuing in a south-
easterly direction on and along Main Street to the westerly
limit of Algonquin Avenue. Thence continuing from the
intersection of Fisher Street with the easterly limit of
Main Street and extending in a northeasterly direction

on and along Fisher Street to a westerly limit of King's Highway number 11 and 17, a total distance of 2.80 miles more or less.

3. In the City of North Bay, in the District of Nipissing, being

(a) all of Cassels Street, and

(b) all of Trout Lake Road,

and being that portion of highway illustrated on the attached Department of Highways plan P-3465-7, and more particularly described as follows:

Commencing at the intersection of Cassels Street with the easterly limit of Main Street and extending in a northeasterly and easterly direction on and along Cassels Street to a westerly limit of controlled-access highway number 11 and 17. Thence continuing from the easterly limit of controlled-access highway number 11 and 17 and extending in a northeasterly direction on and along Trout Lake Road to the easterly limit of the City of North Bay, a total distance of 1.72 miles, more or less.



ONTARIO

EXECUTIVE COUNCIL OFFICE

OC-69/57

Copy of an Order-in-Council approved by His Honour the Lieutenant Governor, dated the 5th day of January, A.D. 1967.

Upon the recommendation of the Honourable the Minister of Highways, the Committee of Council advise that

- (a) the highways, in the City of North Bay, in the District of Nipissing, described in the attached schedule, and illustrated on Department of Highways plan P-3465-7, be designated as extensions of the King's Highway, and
- (b) Order-in-Council numbered OC-4102/58, dated November 20, 1958, designating certain routes in the City of North Bay, in the District of Nipissing, as extensions of the King's Highway, be revoked,

pursuant to section 22(1) of The Highway Improvement Act. R.S.O. 1960, c. 171, and amendments thereto.

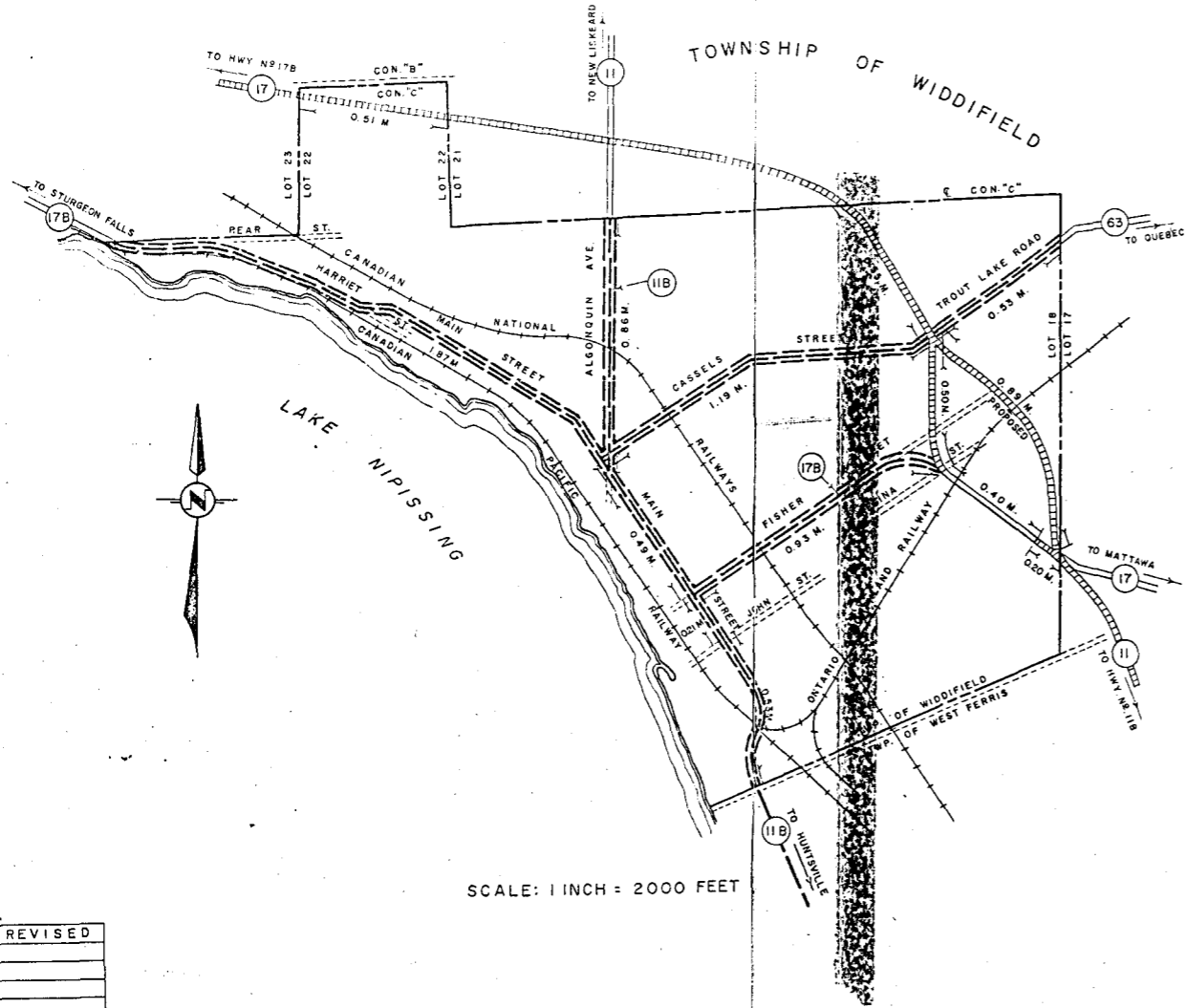
Certified,

A handwritten signature in cursive script, appearing to read "H. J. Young".

Clerk, Executive Council.

1965 ASSESSED POPULATION 22,633

TOWNSHIP OF WIDDIFIELD



SCALE: 1 INCH = 2000 FEET

REVISED

DISTRICT NO 13, NORTHERN REGION.

PLAN TYPE "X"
 CONNECTING LINK
 DESIGNATION
 IN THE
CITY OF NORTH BAY
 DISTRICT OF NIPISSING

INDICATES MUNICIPAL LIMITS
 INDICATES CONNECTING LINK DESIGNATION.

THIS AGREEMENT made in triplicate, pursuant to The Highway Improvement Act, 1957, this **17th** day of **February**

One thousand nine hundred and **sixty**

BETWEEN: HER MAJESTY THE QUEEN in Right of Ontario, represented by The Minister of Highways for Ontario, hereinafter called "the Minister,"
OF THE FIRST PART;

-and-

THE CORPORATION OF THE CITY OF NORTH BAY
in the ~~CITY~~ DISTRICT OF NIPISSING
hereinafter called "the Corporation",

OF THE SECOND PART:

WITNESSETH THAT:

WHEREAS The Highway Improvement Act, 1957, (Ontario) Chapter 43, and amendments thereto, (hereinafter called "The Act"), by Section 22, subsection 4, and Section 39 thereof, provides that the Minister and the Council of a City or Separated Town may enter into an agreement for the construction therein by the municipality or by the Department, as the case may be, of a highway designated under subsection 1 of Section 22 of The Act as a connecting link between parts of the King's Highway or Secondary Highway, or as an extension thereof (hereinafter called "the connecting link") and that a proportion of the cost of the work may be paid out of the moneys appropriated therefor by the Legislature in accordance with The Act;

AND WHEREAS a highway under the jurisdiction of the Corporation and hereinafter mentioned, has been so designated, and is hereby accepted as such by the parties hereto;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants and agreements to be kept and performed by each respectively, the parties do agree, each with the other as follows:

1. In the interpretation of this agreement, unless otherwise provided or the context otherwise requires:

- (a) Section 1 of The Highway Improvement Act, 1957 applies;
- (b) "Return" means that part of the roadway forming a curved junction between the connecting link and any street intersecting or running into a connecting link to the full width of the highway comprising the connecting link.

2. The Department or the Corporation, as the case may be, shall construct the highway described in the schedule hereto (or such part or parts thereof as may be from time to time agreed) as a connecting link, provided construction to be limited to a roadway not less than 22 feet or more than 48 feet in width and to be in accordance with plans and specifications approved by the Minister and the Corporation.

3. (1) The Minister or the Corporation may at any time, at or after the signing of this agreement, submit to the other party hereto, through the proper District Engineer of the Department, a proposal and estimate of cost in substantially the form set forth in Form 1 hereto, for the construction of the whole or any part of a highway, within the municipality, designated as a connecting link.

(2) The party to whom the proposal is submitted shall, without undue delay, accept or reject such proposal or submit to the other party such amended or alternative proposal as may seem appropriate.

(3) Upon the mutual acceptance and execution of any proposal the same shall become an appendix to and form part of this agreement and shall be carried out in accordance with its terms and provisions.

(4) It is understood that the estimate of cost shall be deemed an estimate only, based on all the information available at the time that the estimate is submitted, and is not to be regarded as a stipulation that the actual cost may not exceed such estimate or that the payments to be made by the parties hereto are to be governed by such estimate.

4. (1) The Corporation will bear and pay the entire cost of constructing:

- (a) any additional width of roadway in excess of 48 feet, save and except roadways or additional widths of roadways necessary to permit the proper interchange of traffic at intersections of the connecting link with any other highway;
- (b) any sanitary sewers;
- (c) returns, beyond their junction with the highway comprising the connecting link, save and except such grading and surfacing as may be necessary to effect such junction;
- (d) any new sidewalks, save and except where removal and relocation of existing sidewalks is rendered necessary by the construction of the roadway; and
- (e) any street lights, lighting standard, traffic control devices or other special works.

(2) For the purpose of clause (a) of sub-paragraph 1 the cost of construction of any additional width of roadway in excess of 48 feet shall be deemed to be the same proportion of the total cost of the work defined in sub-paragraph 1 of paragraph 5 as the area of such additional width of roadway is of the total area of the roadway including the returns and interchanges.

(3) Where it is deemed necessary to construct storm sewers, drains or any other special works on the connecting link of a nature or capacity beyond the actual requirements of the highway itself (including any designated interchanges) the Corporation shall bear such proportion of the cost of construction of such works as in the opinion of the Minister is not properly attributable to such requirements.

(4) The Corporation will acquire all necessary lands and will pay all claims for lands taken or acquired, and all claims for property damage or injurious affection to land or property arising out of or in connection with the construction of the connecting link including the construction of bridges, culverts, pavements or other surfaces, curbs, gutters, catch basins, sanitary or storm sewers or drains or any other special work, and will indemnify and save harmless the Minister in respect of any such claims, including those resulting from any change of existing grade lines or alignment, and will negotiate and complete settlement with all owners affected.

5. (1) For the purpose of determining the proportion of the cost of the work which shall be paid by the Minister, the total cost thereof shall include the relevant cost of;

- (a) engineering, including preliminary engineering and traffic studies to determine the appropriate highway for designation as a connecting link;
- (b) opening a new highway for designation as a connecting link, and clearing the necessary land of natural obstructions within the limits of such highway;
- (c) widening, altering or diverting the highway;
- (d) constructing roadways or additional widths of roadways necessary to permit the proper interchange of traffic at intersections of the connecting link with any other highway;
- (e) subject to The Public Service Works on Highways Act, taking up, removing or changing the location of appliances or works placed on or under the highway by an operating corporation;

- (f) constructing bridges, culverts or other structures, other than sanitary sewers, incidental to the construction of the highway;
- (g) grading the highway, including shoulders and roadside ditches, if any;
- (h) constructing a base and pavement upon the highway and returns, of a type and extent approved by the Minister;
- (j) constructing curbs, gutters and catch basins, and constructing sidewalks where removal and relocation of existing sidewalks is rendered necessary by the construction of the roadway;
- (k) constructing storm sewers and drains of a nature and capacity appropriate to the actual requirements of the highway itself; and
- (m) such other items of cost as the Minister may, from time to time, approve:

Provided, however, that for the purposes of this sub-paragraph the total cost shall not include the cost of any of the items chargeable solely to the Corporation under paragraph 4, and that in all cases the decision of the Minister shall be final.

(2) Save as in The Act or in this agreement otherwise provided, the cost of the work will be borne and paid 50 per cent by the Minister and 50 per cent by the Corporation.

(3) The owners' share of the cost of local improvements shall not be included in the cost of the work nor may any other contribution received from any source be included without the consent of the Minister.

(4) The Corporation shall not include in any statement submitted to the Minister under Part VII of The Act any expenditure made by the Corporation and shared by the Minister under this agreement, or any expenditure which is not properly chargeable to road improvement under that Part.

6. Where the construction of the connecting link is to be undertaken by the Corporation;

- (a) the Corporation will prepare plans and specifications therefor and such plans and specifications shall be subject to approval by the Minister before any work is undertaken or tenders are called for the performance thereof; and
- (b) where the work is to be done by contract the Corporation will call for public tenders and require the posting of an adequate performance bond, and the award of the contract shall be subject to approval by the Minister.

7. (1) Upon completion of the construction of the connecting link by the Corporation, the Corporation will submit to the Minister a statement of claim for payment of the Minister's share, under this agreement, of the cost of the work.

(2) Subject to approval by the Minister, the Corporation may submit interim statements of claim, from time to time, during the progress of the work, as may be mutually agreed upon, for payment on account of the Minister's share, under this agreement, of the cost of the work done during the period covered by such interim statements.

(3) All such statements of claim shall be submitted through the proper District Engineer of the Department and shall be accompanied by such statements of accounts, payment certificates, paylists, vouchers and other documents, certified by the Engineer and Treasurer of the Corporation, in such reasonable form as the Financial Comptroller of the Department may, from time to time, require.

8. (1) Subject to this paragraph, upon receipt of a statement of claim under paragraph 7 and the approval thereof by an officer of the Department designated by the Minister, the Minister will pay to the Treasurer of the Corporation the amount of the claim.

- (2) No payment will be made under this paragraph in respect of any item of cost -
 - (a) that is not properly chargeable to road improvement under Part VII of The Act or under the terms of this agreement;
 - (b) that is not properly supported by vouchers and other documents; and
 - (c) that has not been incurred in respect of work certified by the District Engineer of the Department as having been satisfactorily performed.

(3) In the case of an interim statement of claim, the Minister may hold back an amount, not exceeding fifteen per cent of the amount payable, in respect of each and every item of cost for which the claim is made, until the construction of the connecting link is satisfactorily completed.

9. (1) The Corporation will keep a separate account of all expenditures relating to the cost of the construction of the connecting link incurred by it, together with all proper documents and vouchers relating thereto and all engineering records relating to such construction, and will make such account, documents, vouchers and engineering records available to the Minister for examination and audit, and will give the Minister's representatives all reasonable assistance with such examination and audit.

(2) The Corporation will keep such account, documents, vouchers and engineering records intact for a period of five years from the end of the calendar year in which the construction of the connecting link was completed.

10. Where the construction of the connecting link is to be undertaken by the Minister;

(a) the Minister will prepare plans and specifications therefor and such plans and specifications shall be subject to approval by the Corporation before any work is undertaken or tenders are called for the performance thereof;

(b) where the work is to be done by contract, the Minister will call for public tenders and require the posting of an adequate performance bond, and the award of the contract shall be subject to approval by the Corporation; and

(c) at the request or with the consent of the Corporation, the Minister may include the construction of the connecting link as part of a contract for the performance of work on the King's Highway or on a Secondary Highway, or may let the same as a separate contract without further approval by the Corporation of the award of the contract, and in that case the Minister will follow his usual practice in the calling for tenders and the awarding of contracts for work to be performed on the King's Highway.

11.(1) Upon completion of the construction of the connecting link by the Minister, the Minister will submit to the Corporation a statement of the cost thereof, in such reasonable form and detail as the Corporation may require, and a statement of the amount of the Corporation's share under this agreement of such cost.

(2) Upon receipt of such statement, the Corporation will pay the amount of its share of such cost to the Minister forthwith.

12. If the Minister pays to the Corporation an amount that exceeds the amount payable under this agreement the Corporation will refund the excess, and if the Corporation fails to do so, or fails to pay the full amount of its share, under this agreement, of the cost of any work performed by the Minister, the Minister may, in addition to any other recourse, recover any such amount from amounts payable to the Corporation by the Province of Ontario on any account.

13. This agreement shall not be construed as vesting in the Minister any proprietary interest in the street or streets comprising the connecting link, and the maintenance thereof shall be the responsibility of the Corporation and, save as herein otherwise provided, the Corporation shall indemnify and save harmless the Minister from and against all claims of any nature whatsoever arising from or out of or in connection with the construction and maintenance of the connecting link under this agreement.

14. The Corporation hereby agrees to enact such by-laws as the Minister may deem necessary or appropriate to the safety and convenient passage of vehicular traffic upon the connecting link.

15. If this agreement is approved or executed by either party before the effective date of the Order-in-Council designating the highway as a connecting link, such approval or execution shall be deemed to be preparatory and shall not come into effect until the effective date of such Order-in-Council; provided, however, that any work performed or payment made before that date but in accordance with the terms and true intent of this agreement may, with the approval of the Minister, be treated as if such work had been performed or payment made after such date.

16. If The Act is repealed in whole or in part and other provisions are substituted by way of re-enactment, amendment, revision or consolidation, any reference in this agreement to any repealed provisions shall, as regards any subsequent transaction, matter or thing hereunder be construed as a reference to the provision so substituted.

17. This agreement may be terminated by either party giving notice of termination, by registered mail, to the other party and such termination shall take effect sixty days after the date of mailing of such notice; provided that upon the assumption of the whole or any part of the connecting link by the Minister as part of the King's Highway or a Secondary Highway, or upon the revocation of the Order-in-Council designating such highway, or any part thereof, as a connecting link, this agreement shall cease to apply to such highway or to such part thereof, but, in the event of this agreement being so terminated or ceasing to apply to the whole or any part of the connecting link, any expenditure made or undertaken by either party pursuant to this agreement in respect of the connecting link or such part thereof, prior to the date of such event, shall be apportioned and paid by the respective parties in accordance with the terms of the agreement.

IN WITNESS WHEREOF The Minister of Highways, on behalf of the Party of the First Part, has hereunto set his hand and affixed the Seal of the Department of Highways, and the Party of the Second Part has affixed its Corporate Seal attested by the hands of its proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED)
in the presence of)
(D.H.O. SEAL))

(SEAL OF CORPORATION))
)
)

Hubert

Minister of Highway
for Ontario

H. A. Grain

Mayor

H. A. Grain

Clerk