

BY-LAW NUMBER.....2410

of

THE CORPORATION OF THE.....CITY.....OF.....NORTH BAY

A By-law to Authorize the Execution of a Proposal and Estimate
of Costs and its Submission to the Minister of Highways for the
Province of Ontario Pursuant to an Agreement with Her Majesty
the Queen in Right of Ontario as Represented by the said Minister
Entered into under Section 22 of The Highway Improvement Act.

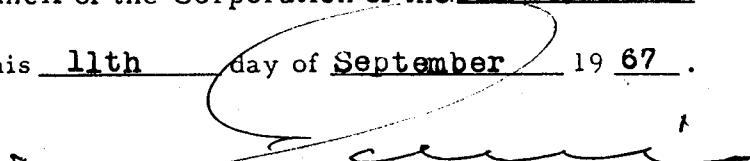
"WHEREAS a proposal and estimate of cost dated the 11th day of
September 1967, for the construction of
GOLF STREET OVERHEAD (STRUCTURE OVER THE C.P.R. AND O.N.R.
TRACKS, AND APPROACHES)

being part of a highway designated as a connecting link has been
prepared for submission to the Minister of Highways for the Province
of Ontario pursuant to an agreement with Her Majesty the Queen in
right of the Province of Ontario as represented by the said Minister."

BE IT THEREFORE ENACTED by the Council of The Corporation
of the CITY of NORTH BAY :

1. That the hereinbefore recited proposal and estimate of costs be submitted to the Minister of Highways for the Province of Ontario.
2. That the Mayor, Reeve and Clerk be and they are hereby authorized and directed to sign the hereinbefore recited proposal and estimate of costs and to affix thereto the seal of the Corporation.

Passed by the Council of the Corporation of the City
of North Bay, this 11th day of September 19 67.


Mayor

Reeve

(SEAL)


Clerk

FORM 1

APPENDIX NO 10

DATE September 1967

PROPOSAL AND ESTIMATE OF COST FOR THE CONSTRUCTION OF A CONNECTING
LINK OR EXTENSION OF THE KING'S HIGHWAY (OR SECONDARY HIGHWAY) NO.
11 B IN THE **CITY** OF **NORTH BAY** IN THE COUNTY (OR
DISTRICT) OF **NIPISSING**

Designated Route: **MAIN STREET TO SOUTH CITY LIMITS**

Pursuant to an agreement dated the 17th day of February 1960 hereinafter called the agreement made between the Minister and the Corporation of the **City** of **North Bay** and subject to the terms and conditions thereof, and subject also to any necessary approval of the Board, under Section 64 of The Ontario Municipal Board Act, R.S.O. 1960, Chapter 274 and amendments thereto the **Corporation**

(Minister or Corporation) proposes that the following portions of highway, heretofore designated as a connecting link, be constructed by the **Corporation** during **two** fiscal

(Corporation or the Department) year(s) commencing the 1st day of April, 1967 namely (describe portion(s) of street(s) to be constructed):

Extension of Main Street to the South City Limits including Overhead at C.P.R. and O.N.R. Tracks.

and illustrated on the plan or sketch attached thereto; provided construction to be in accordance with plans and specifications approved by the Minister and the Corporation in the manner and at a cost estimated and divided substantially as follows:

(a) Type of construction **Structures, Grading, Sewers, Gran. Base and Paving**

(b) Length **0.50 miles**

(c) Width (not less than 22 feet) **48 feet plus 7 foot median**

(d) Commencing at **Judge Street (South City Limits)**

(e) Terminating at **Golf Street-Main Street Intersection**

(f) Total estimated cost of construction **\$ 1,434,851.15**

(g) Deduct: Items not chargeable under agreement:-
(see Form PB-PR-3)

(I) Items to be paid by the Corporation
(Paragraph 4 of agreement) **\$ 72,459.86**

(II) Charged to others
(Paragraph 12 (3) of agreement)

Utility Companies **\$ 806.45**

B.O.T.C. **\$ 501,883.20**

C.P.R. **\$ 31,250.00**

O.N.R. **\$ 57,500.00**

(III) Charged under Part X of
The Highway Improvement Act:
Total Deductions **\$ 93,704.06** **\$ 757,603.57**

(h) Estimated Cost of Construction to
be shared 75/25 **\$ 677,247.58**

(j) Minister's share (75%) **\$ 507,935.68**

(k) Estimated annual expenditure of Minister's share:
For fiscal year(s):

April 1, 1967	to Mar. 31, 1968	\$ <u>200,000.00</u>
April 1, 1968	to Mar. 31, 1969	\$ <u>307,935.68</u>
April 1, 19	to Mar. 31, 19	\$ _____
April 1, 19	to Mar. 31, 19	\$ _____ \$ <u>507,935.68</u>

It is understood that the estimated cost is based on the best information available at the time of submission and that no substantial increase in such cost will be undertaken or incurred without the prior written approval of the Minister, subject, where necessary, to the approval of the Board.

THIS PROPOSAL is hereby submitted this 11th day of September
1967 by or on behalf of the Corporation City of North Bay
(Corporation or Minister) MAYOR

(SEAL)

E.S. Dunnigan CITY CLERK

and is hereby accepted by or on behalf of the

(Corporation or Minister)

(Deputy Minister)

(SEAL)

(Note: Attach a plan or sketch showing roadway lengths, widths and returns, also a statement of the total estimated cost in detail and a breakdown thereof showing how the Minister's share was computed.)

ESTIMATED COST SUMMARY AND DISTRIBUTION

Gulf Stream. Sept 67

ESTIMATED COST SUMM AND DISTRIBUTION

Item No.	Detail of Construction	Estimated Gross Cost	B.O.T.C. & CPR		O.N.R.	Shareable under C.L. Agreement	Chargeable under Part X of the Act	Chargeable to Corporation	Chargeable to Others	Explanation
			Amount Eligible	Subsidy						
6.	GRADING AND DRAINING STAINLESS CHAMBER 22 T @ 80.00	1760.00	880.00	572.46	70.66	1116.88	-----	-----	-----	CL - 100%
7.	GRADER HIREAL (100 P.H min) 50 HR. @ 11.35	567.50	369.00	240.04	22.78	304.68	-----	-----	-----	CL - 100%
8.	GRADING G.B.C. CLASS A 7000 TDS @ 2.00	15,100.00	8400.00	5454.37	606.25	9029.38	-----	-----	-----	CL - 100%
9.	Gravel Grading 10000 TDS @ 1.50	12,000.00	12,975.00	8440.50	903.35	13,156.15	-----	-----	-----	CL - 100%
10.	Hire Hix Equal Liner And Course 100 TDS @ 14.00	1240.00	4480.00	2914.33	370.98	5,9511.69	-----	-----	-----	CL - 100%
11.	Superior Mix & Putty Hix Mix Hix Liner Asphalt HL4 4,150 TONS @ 10.00	41,500.00	22,842.00	14,859.16	1666.18	24,974.64	-----	-----	-----	CL - 100%
12.	Gravel 10000 TDS @ 1.50	15,000.00	900.00	-----	-----	-----	-----	-----	-----	CL - 100%
	TOTAL	13,225.00	585.47	53.20	686.23	-----	-----	-----	-----	-----

ESTIMATED COST SUMMARY AND DISTRIBUTION

ESTIMATED COST SUMMARY

AND DISTRIBUTION

Item No.	Detail of Construction	Estimated Gross Cost	B.O.T.C. & CPR		O.N.R.	Shareable under C.L. Agreement	Chargeable under Part X of the Act	Chargeable to Corporation	Chargeable to Others	Explanation
			Amount Eligible	Subsidy						
20	① REMOVING 1) DUSTPAN 2) DUSTPAN 1.00 1300 CY @ 0.65	6625.00	6625.00							CL - 100%
	② DUSTPAN 1) DUSTPAN 1.00 CY @ 0.65		747.50	4809.69	265.98	2049.33				CL - 100%
21.	① REMOVING 1) DUSTPAN 1.00 CY @ 0.20	747.50	747.50	486.26	30.01	231.23				CL - 100%
	② DUSTPAN 1) DUSTPAN 6000 CY @ 0.20		770.00	500.90	48.16	650.92				CL - 100%
22.	PLACING TOPSOIL FROM STOCKPILE 100 CY @ 0.50	50.00	50.00	32.53	2.01	15.46				CL - 100%
	②) SUPPLYING AND PLACING TOPSOIL (IMPORTED) 760 CY @ 3.00		1846.00	1200.86	41.54	987.60				CL - 100%
23.	ADVISOR EXPENSES MANUFACTURERS 3 CY @ 0.00	150.00	50.00							CL - 100%
	SENIOR ENGINEER 1 CY @ 0.00			32.53	6.02	111.45				CL - 100%
24.	REMOVE EXISTING OVERHEAD SIGN 1 CY @ 0.00	100.00	100.00							CL - 100%
	PARK. 1 CY @ 0.00			65.05	4.02	30.93				CL - 100%
25.	REMOVE EXISTING OVERHEAD SIGN	500.00			20.07	472.93				CL - 100%
	TOTAL		4881.00	222,745.00	110.0000	11,225.00	210,024.50	22,000.00		

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Item No.	Detail of Construction	Estimated Gross Cost	B.O.T.C. & CPR		O.N.R.	Shareable under C.L. Agreement	Chargeable under Part X of the Act	Chargeable to Corporation	Chargeable to Others	Explanation
			Amount Eligible	Subsidy						
26	Recon. Excavation For Sewerage, Man. Holes and Casing 260 CY @ 20.00	5200.00				(4991.23)				CL - 94.45% PART 8 - REMAINDER
27*	Streets & Roads Concrete Surface 4" & 6" C-14-SS CL "C" Bedding 75 LF @ 7.00	525.00				(162.40)				CL - 50% Sanitary R.D.C. Relocation CORP - 50%
	b) 10" C-14-ES CL "C" Bedding 350 LF @ 8.00	2800.00	341.52	21.08		81.20		81.20		
			1832.00			(1495.83)				CL - 260 = 74.29% 350 = 25.71% 90LF. INTL for ditch inlet catch basin.
	a) 10" C-14-ES CL "A" Bedding 111 LF @ 10.00	1940.00	1191.75	112.42		1111.25	384.58			CL - 100%
			1940.00							
	b) 10" C-76-III CL "C" Bedding 102 LF @ 10.00	1020.00	1262.01	77.89		600.10				CL - 94.45% PART 8 - REMAINDER
			1020.00							
	a) 12" C-76-III CL "A" Bedding 852 LF @ 11.00	9102.00	663.53	40.95		298.01	17.51			CL - 94.45% PART 8 - REMAINDER
			9102.00							
	b) 12" C-76-III CL "C" Bedding 266 LF @ 11.00	2622.00	2575.00			(7365.45)				CL - 94.45% PART 8 - REMAINDER
			2622.00							
	a) 15" C-76-III CL "A" Bedding 15 LF @ 17.00	255.00	1870.24	386.31		6956.67	408.78			CL - 94.45% PART 8 - REMAINDER
			255.00							
	b) 15" C-76-III CL "C" Bedding 20 LF @ 14.00	280.00	2478.00	344.32		5652.53	232.15			CL - 94.45% PART 8 - REMAINDER
			280.00							
	TOTAL					11.24	253.84	14.92		

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			Amount Eligible	Subsidy						
28 *	Emery & Price 48" + PRECAST CONCRETE MANHOLE + CATCH-BASIN MANHOLE. 12 EA. @ \$00.00	6000.00	5000.00							CL - 100%
29 *	Emery & Price PRECAST CONCRETE CATCH-BASIN 18 EA @ 140.00	1820.00	1260.00	3252.50	240.89	2506.51				CL - 100%
30 *	CONCRETE 2x2 DIMENTION CATCH- BASIN 1 EA. @ 220.00	220.00	220.00	143.11	3.83		68.06			PART X - 100%
31 *	Emery & Price 48" + PRECAST CONCRETE MANHOLE 2 EA. @ 500.00	1000.00	1000.00			(309.33)				CL - 50% Labour Equip & Materils. Corp - Remainer
32 *	Emery & Price 48" CL-76-1 Conc. Slope 10' Concrete ELEVATION 220 LF @ 21.00	5040.00	5040.00	650.52	40.15	154.66		154.67		CL - 50% Labour Equip & Materils. Corp - Remainer
				3278.62	202.35	779.52		779.51		
				2169.11	140.30	26,910.34	1,662.57	1,515.36		
	TOTAL	\$11,765.50	24,254.56	22,82.11	2,169.30	26,910.34	1,662.57	1,515.36		

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			Amount Eligible	Subsidy						
33	Earth Excavation for Structure 660 CY @ 6.00	5160.00	2718.30	—	—	—	—	—	—	EURC - [650 CY @ 6.00] * .697. or structure (180 CY for Cult'g) CL-100%
33A	Rock Excavation for Structure 620 CY @ 35.00	21,700.00	15,124.90	—	—	—	—	—	—	CL-100%
34	GENERAL SOILS EXCAVATION AND CHANNEL INVESTIGATION FOR CULVERT L.S.	6300.00	—	—	252.94	6047.06	—	—	—	CL-100%
35	DEWATERING EXCAVATION L.S.	2000.00	1294.00	—	—	—	—	—	—	CL-100%
36	CARRY PILE DRIVING EQUIPMENT L.S.	10,000.00	6970.00	906.82	80.30	1012.88	—	—	—	CL-100%
37*	LAVING RAIL DELIVERED TO SITE FROM "H" PRICE 560 LF @ 6.00	3360.00	2341.92	—	—	—	—	—	—	CL-100%
38	LAVING RAIL PRICE 560 LF @ 3.00	1960.00	1366.12	—	—	—	—	—	—	CL-100%
TOTAL					888.69	75.69	992.62			

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			Amount Eligible	Subsidy						
47	DELETED		—	—	—	—	—	—	—	
48*	SUPPLY, ERECT AND PAINT ALL STRUCTURAL STEEL (INCLUDING STEEL BEARINGS)	169,580.10 243,000.00	—	—	—	—	—	—	—	CL 100%
	L.S.			110,315.25	9,763.25	123,216.50				
49*	SUPPLY AND ERECT STEEL PARAPET RAIL 752 LF @ 12.00	6289.73 9024.00	—	—	—	—	—	—	—	CL - 100%
				4091.60	362.30	4,570.10				
50	Paint Dip-coat use to Zinc of Armament 300 CY @ 1.50	334.56 480.00	—	—	—	—	—	—	—	CL - 100%
				217.64	19.27	243.09				
51	Supply Fix Bridge Materials Spiral 162.14.00 18 SF @ 90.00	1129.14 1620.00	—	—	—	—	—	—	—	CL - 100%
				734.53	65.04	820.43				
	Hinges 16.37.50	1380.06	—	—	—	—	—	—	—	CL - 100%
	18 SF @ 110.00	1980.00	—	—	—	—	—	—	—	
	TOTAL			897.76	79.50	1002.74				

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			Amount Eligible	Subsidy						
52	DELETED		---	---	---	---	---	---	---	
53	Slope Paving 910 CY @ 9.00	\$190.00	5708.43		3713.45	328.82	4147.73			CL - 100%
54	Random Rock Lipard at Culvert 70 CY @ 15.00	1050.00			42.16	1007.84				CL - 100%
55	Contractor Access GATES TO LEE PARK LS.	5000.00	3485.00		2267.06	200.75		2532.19		CORP. 100%
56	DELETED									
TOTAL		597,329.25	379,919.15	309,019.25	23,932.17	323,734.94		2527.19		

ESTIMATED COST SUMMARY AND DISTRIBUTION

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			Amount Eligible	Subsidy						
61	EMBEDDED WORK FOR BTIC. IN BRIDGE & WIRE WIRE. INSTALLATION ONLY LS.	330.00	—	—	—	—	—	—	330.00	OTHERS - 100% CHARGEABLE TO FELL TELEPHONE CO.
62	CONCRETE ENCASED CONDUITS FOR LIGHTING FACADES & W/ TRENCHING AND BACK-FILLING 2"- 4" CONDUITS/EDGE. SUPPLY & INSTALL. 180 LF @ 5.50	990.00	113.88	—	—	—	—	—	—	CORP - 100%
63	CONCRETE ENCASED CONDUITS FOR LIGHTING FACADES & W/ TRENCHING AND BACK-FILLING 2"-4" CONDUITS/EDGE. SUPPLY AND INSTALL. 120 LF @ 6.50	780.00	89.72	74.08	39.75	—	—	876.17	—	CORP - 100%
64	CONCRETE JUNCTION BOXES SUPPLY & INSTALL 6 EA @ 115.00	690.00	79.37	—	58.36	31.32	—	690.32	—	CORP - 100%
TOTAL					51.63	27.70		610.67		

ESTIMATED COST SUMMARY AND DISTRIBUTION

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			Amount Eligible	Subsidy						
65	TRENCHING AND BACKFILLING FOR DIRECT BURIED POLYETHYLENE PIPE FOR LIGHTING FEEDERS 4900 LF. @ 0.55	2695.00	<u>310.00</u>	—	—	—	—	—	—	CORP - 100%
66	2" POLYETHYLENE PIPE FOR LIGHTING FEEDERS. SUPPLY & INSTALL 5200 LF @ 0.38	2014.00	<u>231.67</u>	—	—	—	—	—	—	CORP - 100%
67	CABLE PROTECTION TILES. SUPPLY & INSTALL 250 EA. @ 0.44	110.00	<u>12.65</u>	—	—	—	—	—	—	CORP - 100%
68	#6 AWG RACE COPPER GROUND WIRE & W CONNECTIONS. SUPPLY & INSTALL 5700 LF @ 0.20	1140.00	<u>131.13</u>	—	—	—	—	—	—	CORP - 100%
69	3/4 dia. x 10 FT. COPPER-CLAD GROUND ROD & W CONNECTOR. SUPPLY & INSTALL. 14 EA. @ 25.00	475.00	<u>54.64</u>	—	—	—	—	—	—	CORP - 100%
	TOTAL					35.54	19.07	420.39		

ESTIMATED COST SUMMARY AND DISTRIBUTION

Item No.	Detail of Construction	Estimated Gross Cost	B.O.T.C. & CPR		O.N.R.	Shareable under C.L. Agreement	Chargeable under Part X of the Act	Chargeable to Corporation	Chargeable to Others	Explanation
			Amount Eligible	Subsidy						
70	#108'S GUAGE GALVANIZED STEEL FISH WIRE IN EMPTY CONDUITS OTHER THAN THOSE IN TENDER ITEMS 57 AND 61. SUPPLY AND INSTALL. 60 LF @ 0.16	✓ 96.00	11.04							CORP - 100%
71	#4 PEI/PVC CONDUCTORS w/o CONN. NECTIONS SUPPLY & INSTALL. 1600 LF @ 0.27	✓ 4320.00	496.92		7.18	3.83		84.97		CORP - 100%
72	CONCRETE LIGHTING POLES w/o ALUMINUM DROPS, LUMINAires LAMPS AND ALL WIRING FROM BASE OF POLE TO LUMINAIRE. SUPPLY AND INSTALL. 22 EA. @ 195.00	✓ 10,890.00	1252.65							CORP - 100%
73	ALUMINUM LIGHTING POLES w/o ALUMINUM DROPS, LUMINAires LAMPS AND ALL WIRING FROM BASE OF POLE TO LUMINAIRE. SUPPLY & INSTALL 14 EA @ 140.00	✓ 6160.00	702.57							CORP - 100%
74	CONCRETE POLES FOR ALUMINUM LIGHTING POLES, TURNS & JACKS 14 EA @ 55.00	✓ 440.00	50.61		460.97	247.32		5451.74		CORP - 100%
	TOTAL ESTIMATED COSTS	36,930.00	4,210.02	2733.70	1469.45			32,391.85	330.00	

ESTIMATED COST SUMMARY AND DISTRIBUTION

Item No.	Detail of Construction	Estimated Gross Cost	B.O.T.C. & CPR		O.N.R.	Shareable under C.L. Agreement	Chargeable under Part X of the Act	Chargeable to Corporation	Chargeable to Others	Explanation
			Amount Eligible	Subsidy						
75	RELOCATE EXISTING 8" + WATERMAIN 1180 LF @ 2.00	2360.00	2360.00	—	(730.02)	—	—	—	—	CL - 50% Watermain Relocation CORP - 50%
76	SUPPLY, INSTALL AND ENCLOSE 8" + WATERMAIN 240 LF @ 20.00	4800.00	4800.00	—	(1484.78)	—	—	—	—	CL - 50% Watermain Relocation CORP - 50%
77	SUPPLY AND INSTALL 8" + WATERMAIN 990 LF @ 15.00	14,850.00	14,850.00	3122.50	192.72	742.39	—	742.39	—	CL - 50% Watermain Relocation CORP - 50%
	TOTAL WATERMAIN SECTION	22,010.00	22,010.00	14,317.95	883.68	3404.13	—	3404.19	—	
	TOTAL ITEM # 1-77	1,093,497.15	662,558.67	—	(618,577.93)	—	—	—	—	CL - 92.78 % PART X 0.27 % CORP. 6.90 % OTHERS. 0.05
	TOTAL			431,007.66	43,889.56	573,949.34	1,669.57	42,651.02	330.00	OF 618,577.93

ESTIMATED COST SUMMARY AND DISTRIBUTION

Gold. St overland 7 Sept 67

Item No.	Detail of Construction	Estimated Gross Cost	B.O.T.C. & CPR		O.N.R.	Shareable under C.L. Agreement	Chargeable under Part X of the Act	Chargeable to Corporation	Chargeable to Others	Explanation
			Amount Eligible	Subsidy						
	CONTINGENCIES	20,000.00	12,118.20	—	—	(11,313.90)	—	—	—	BOTC AMT. ELIGIBLE 662558.67 x 20,000.00 1,093.471.15 CL. 92.78 % PART X 0.27 % CORP. 6.90 % OTHERS. 0.05 %
	ENGINEERING	166,000.00	100,581.06	—	—	(93,905.29)	—	—	—	CL. 92.78 % PART X 0.27 % CORP. 6.45 %
	SUNDRY	8,000.00	2,400.00	—	—	(6,117.56)	—	—	—	CL. 92.78 % PART X 0.27 % CORP. 6.95
	INTERIM FINANCING	15,000.00	—	—	602.22	—	—	14,397.78	—	CORP. 100 %
	TRAFFIC SIGNALS	8,000.00	—	—	321.19	—	—	7,678.81	—	CORP. 100 %
	PROPERTY	122,000.00	39,000.00	—	—	—	91,733.88	—	—	PART X 100 %
	SUB-TOTAL	1,432,497.15	816,657.93	531,250.00	57,500.00	677,247.58	93,701.75	72,459.86	335.65	—
	UTILITIES	2,354.00	—	1883.20	—	—	—	—	470.80	BOTC 80 % OTHERS- REMAINDER
	TOTAL	1,434,651.15	816,657.93	533,133.20	57,500.00	677,247.58	93,704.06	72,459.86	606.45	—

CONNECTING LINK
CITY OF NORTH BAY
GOLF STREET OVERHEAD

<u>GROSS COST</u>		\$1,434,851.15
B.O.T.C.	500,000.00 (upset limit)	
B.O.T.C. (Utilities)	1,883.20 (80% of 2,354.00)	
C.P.R.	31,250.00 (upset limit)	
O.N.R.	57,500.00 (as per agreement)	
Shareable under Conn. Link	677,247.58	
" " Part X	93,704.06	
Corporation's Share	72,459.86	
Others	<u>806.45</u>	1,434,851.15

INDIVIDUAL COSTS

B.O.T.C.	501,883.20
C.P.R.	31,250.00
O.N.R.	57,500.00
Minister's Share	
C.L. (75% of 677,247.58) -	507,935.68
Part X (33.33% of 93,704.06)-	<u>31,234.68</u> 539,170.36
Corporation's Share	
C.L. (25% of 677,247.58) -	169,311.90
Part X (66.67% of 93,704.06)-	62,469.38
Corporation	<u>72,459.86</u> 304,241.14
Others	<u>806.45</u>
	\$1,434,851.15

5605-02
7 Sept. 1967

MEMORANDUM OF AGREEMENT dated the
day of A. D. 1967.

BETWEEN:

HER MAJESTY THE QUEEN in right of
the Province of Ontario, represented by the
Minister of Highways for the Province of
Ontario,

hereinafter referred to as the "Minister"

OF THE FIRST PART,

- and -

THE CORPORATION OF THE CITY OF
NORTH BAY, in the District of Nipissing,

hereinafter referred to as the "Municipality"

OF THE SECOND PART,

- and -

THE CORPORATION OF THE TOWNSHIP
OF WIDDIFIELD, and

THE CORPORATION OF THE TOWNSHIP
OF WEST FERRIS, both in the District of
Nipissing,

hereinafter referred to as the "Adjoining
Municipalities"

OF THE THIRD PART.

WHEREAS the Minister and the Municipality and the
Adjoining Municipalities desire to enter into an agreement for the purpose
of making a comprehensive traffic study of the City of North Bay and
the adjoining Townships of Widdifield and West Ferris, hereinafter
referred to as the "Study" and for the purpose of compiling data so obtained
and preparing a Transportation Study Report, hereinafter referred to as
the "Report", for the future improvement of the road systems in the
Municipality and the Adjoining Municipalities having regard to the
anticipated financial, commercial, industrial, educational, residential
and recreational growth and to the King's Highways;

AND WHEREAS the Municipality and the Adjoining
Municipalities in conjunction with the Minister formed a Technical
Advisory Committee which formulated the Terms of Reference attached

hereto as Schedule "A" indicating, inter alia, the objective, scope, methods, procedure and appraisal of the Study;

AND WHEREAS the Municipality and the Adjoining Municipalities with the approval of the Minister requested De Leuw, Cather & Company of Canada Limited, Consulting Engineers, hereinafter referred to as the "Consultant" to make the appraisal referred to in Schedule "A" and the Consultant's Appraisal Report dated 20th day of April, 1967, is attached hereto as Schedule "B" of this agreement.

AND WHEREAS the Municipality and the Adjoining Municipalities have entered into an agreement dated the 1st day of June, A. D. 1967, with the Consultant to complete the Study in accordance with Schedule "A" and "B" of this agreement:

NOW THEREFORE this agreement witnesseth that in consideration of the premises and of the mutual obligations and covenants herein contained the parties hereto agree each with the other and with one another respectively as follows:

1. The Minister shall provide if he deems necessary and at his sole expense such external origin-destination, traffic and volume information and any other relevant data in his possession with respect to the roads lying in and adjacent to the limits of the study area in extent and form as he deems advisable.
2. The Minister shall make available if he deems necessary for the purposes of this agreement and at no cost, his existing library of computer programs and techniques and the use of these programs on his computer on a schedule supplied by the Electronics Branch of the Department of Highways.
3. The Minister shall except as otherwise herein provided for reimburse the Municipality and the Adjoining Municipalities upon receipt of invoices therefor for seventy-five percent (75%) of the

costs of the appraisal referred to in Schedule "A", the Study and the Report in lieu of making any payment of subsidy pursuant to The Highway Improvement Act, to the Municipality or to the Adjoining Municipalities provided

- (1) The Minister's contribution shall not exceed the sum of seventy-one thousand, five hundred and sixty-eight dollars and seventy-five cents (\$71,568.75), being 75% of an upset limit of the costs of \$95,425.00.
 - (2) The cost to which the Minister will contribute under sub para. (1) shall not, except for the item "Updating of Land Use Data" as set forth on Page 22 of Schedule "B", include any item of cost attributable to investigations of public transit, land use studies and analysis, street inventory, railway consolidation, comprehensive parking, or any item of cost which is not considered by the Minister to be essential to solving the highway traffic problem of the Municipality and the Adjoining Municipalities of which the Minister shall be the sole judge.
 - (3) The Minister may hold back an amount not exceeding fifteen percent (15%) payable in respect of each and every item of cost for which an interim invoice is submitted.
4. The Municipality shall
- (a) make all payments or progress payments as they become due and payable in respect to items of cost from time to time arising;
 - (b) submit to the Minister a statement of claim for the contribution of the Minister under this agreement to the costs of the appraisal referred to in Schedule "A", the Study and the Report provided that the Minister may in his sole discretion make interim payments on account of the said costs; and
 - (c) upon receipt of the Report of the said Consultant
 - (i) supply to the Minister at no charge up to thirty (30) copies of the said Report,
 - (ii) within three (3) months respectively pass by-laws

incorporating the whole or such parts thereof as it may approve in principle for its future planning and road development and forward such copy of certified by-law to the Minister;

- (d) keep and maintain separate account and record of
- (i) all expenditures incurred by it under this agreement together with all documents, statements of accounts, all paylists, engineering records, payment certificates, vouchers and receipts, and all other relevant documents, and
 - (ii) all data and records, and statistical information, and technical information, and charts relating to the study, its analysis, recommendations and conclusions intact for a period of five (5) years from the end of the calendar year in which the Report was completed.

5. (1) The Municipality shall compensate the Minister, notwithstanding paragraph 2 at reasonable rates for any effort spent by the Minister in the processing of data related to public transit, land use, street inventory, comprehensive parking or any item or matter which is not considered by the Minister to be the subject matter of subsidy in solving the highway traffic problem of the Municipality and the Adjoining Municipalities on or for the Minister's equipment referred to in paragraph 2.

(2) The Municipality shall pay to the Minister seventy-five percent (75%) of all moneys or money's-worth derived from the sale, lease or other disposal of the Report or part thereof or copies thereof.

6. The Municipality and the Adjoining Municipalities respectively mutually covenant and agree with each other and with the Minister:

- (1) (a) to make progress payments during the course of the study until the same is completed;
- (b) to bear the portion of the cost to be shared by them as follows:

The Corporation of the City of North Bay..... 62.90%
The Corporation of the Township of Widdifield..... 21.12%
The Corporation of the Township of West Ferris..... 15.98%

- (c) insofar as they are empowered to do, and from time to time to pass all such by-laws, and obtain such approvals and consents as may be necessary for the implementation of this agreement;
- (2) that the Municipality shall in respect to these presents act as agent for the Adjoining Municipalities.
- (3) that payments made by the Minister pursuant to subparagraph 1 of paragraph 3 shall be in lieu of subsidy, and
- (4) that any sum payable by the Minister to the Municipality or to the Adjoining Municipalities under this agreement shall be paid to the Municipality and receipt thereof by the Municipality shall in respect of the Minister's obligations be deemed to be receipt by them.

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 parties of the Second and Third Part have affixed respective corporate seals attested by the hands of proper officers on that behalf.

SIGNED, SEALED & DELIVERED)

) _____ Minister of Highways for Ontario

) _____ THE CORPORATION OF THE CITY OF
NORTH BAY

) _____ Mayor

) _____ Clerk

) _____ THE CORPORATION OF THE TOWNSHIP
OF WIDDIFIELD

) _____ Reeve

) _____ Clerk

) _____ THE CORPORATION OF THE TOWNSHIP
OF WEST FERRIS

) _____ Reeve

) _____ Clerk