

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.

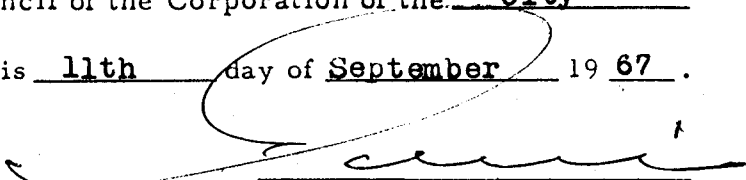
"WHEREAS a proposal and estimate of cost dated the **11th** day of **September 1967**, for the construction of **GOLF STREET OVERHEAD (STRUCTURE OVER THE C.P.R. AND O.N.R. TRACKS, AND APPROACHES)**

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

  
\_\_\_\_\_  
Clerk

(SEAL)

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: \$ **93,704.06**  
Total Deductions **\$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  
19 67 by or on behalf of the \_\_\_\_\_  
Corporation City of North Bay.  
(Corporation or Minister) MAYOR

(SEAL)

\_\_\_\_\_  
*S. E. [Signature]*  
\_\_\_\_\_  
CITY CLERK

and is hereby accepted by or on behalf of the

(~~XXXXXXXXXXXX~~ Minister)

*[Signature]*  
\_\_\_\_\_  
(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

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	A) Excavation (Ditching) 1200 CY @ 0.45	6600.00	6625.00							CL-100%
				4309.69	265.98	2049.33				
21	B) Excavation (Ditching) 1120 CY @ 0.65	747.50	747.50							CL-100%
				486.26	30.01	231.23				
22	PLACING TOPSOIL FROM STOCKPILE 100 CY @ 0.50	50.00	770.00							CL-100%
				500.90	48.16	650.92				
23	1) SUPPLYING AND PLACING TOPSOIL (IMPORTED) 760 CY @ 3.00	2280.00	50.00							CL-100%
				1846.00						
				1200.86	41.54	987.60				
24	REMOVE EXISTING MANHOLE & C. STOPS 5 EACH @ 100.00	500.00	50.00							CL-100%
				32.53	6.02	111.45				
25	REMOVE EXISTING OVERHEAD SIGN	-500.00	100.00							CL-100%
				65.05	4.02	30.93				
	<b>TOTAL</b>	<b>46225.00</b>	<b>222,755.00</b>	<b>140,500.00</b>	<b>11,825.96</b>	<b>210,023.88</b>		<b>22,071.11</b>		





ESTIMATED COST SUMMARY AND DISTRIBUTION

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			Amount Eligible	Subsidy						
28 *	Supply & Place 48" Precast Conc. Manhole & Catch Basin Manhole. 12 EA. @ 500.00	6000.00	5000.00	3252.50	240.84	2506.51				CL-100%
29 *	Supply & Place Precast Concrete Catch Basin 15 EA @ 140.00	1820.00	1260.00	819.66	95.04	927.27				CL-100%
30 *	Construct 2x2 Diameter Catch Basin 1 EA @ 220.00	220.00	220.00	143.11	3.83		68.06			Part X-100%
31 *	Supply & Place 18" Precast Conc. Sanitary Manhole 2 EA. @ 500.00	1000.00	1000.00	650.52	40.15	154.66		154.67		CL-50% Labour Equip & Mater'ls. CORP-Remainder
32 *	Supply and Place 10" 21-76-V Conc. Pipe in Concrete Encasement 240 LF @ 21.00	5040.00	5040.00	3278.62	202.35	779.52		779.51		CL-50% Labour Equipment & Mater'ls CORP-Remainder
	<b>TOTAL</b>	<b>20,080.00</b>	<b>24,254.00</b>	<b>22,031.11</b>	<b>2139.30</b>	<b>26,540.34</b>	<b>1,668.57</b>	<b>1,015.36</b>		











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						
52	DELETED									
53	SLOPE PAVING 910 SY @ 9.00	8190.00	5708.43	3713.45	328.82	4147.73				CL - 100%
54	RANDOM ROCK RIPRAP AT CULVERT 70CY @ 15.00	1050.00			42.16	1007.84				CL - 100%
55	CONSTRUCT ACCESS STAIRS TO LEE PARK 1 S.	5000.00	3485.00	2267.06	200.75			2532.19		CORP. 100%
56	DELETED									
	TOTAL	597329.25	379519.15	249049.95	23932.17	323794.94		2532.19		









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	#10 B'S GUNGE GALVANIZED STEEL FISH WIRE IN EMPTY CONDUITS OTHER THAN THOSE IN TENDER. ITEMS 57 AND 61. SUPPLY AND INSTALL. 600 LF @ 0.16	✓ 96.00	11.04	7.18	3.85			84.97		CORP-100%
71	#4 PEI/PVCS CONDUCTORS 9/W CONNECTIONS SUPPLY & INSTALL. 16000 LF @ 0.27	✓ 4320.00	496.92	323.26	173.44			3823.30		CORP-100%
72	CONCRETE LIGHTING POLES 9/W ALUMINUM DRUMS, LUMINAIRES LAMPS AND ALL WIRING FROM BASE OF POLE TO LUMINAIRE. SUPPLY AND INSTALL. 22 EA @ 495.00	✓ 10,890.00	1252.65	814.87	437.22			9637.91		CORP-100%
73	ALUMINUM LIGHTING POLES 9/W ALUMINUM DRUMS, LUMINAIRES LAMPS AND ALL WIRING FROM BASE OF POLE TO LUMINAIRE. SUPPLY & INSTALL 14 EA @ 440.00	✓ 6160.00	708.57	460.94	247.32			5451.74		CORP-100%
74	CONCRETE BASES FOR ALUMINUM LIGHTING POLES. SUPPLY & INSTALL 3 EA @ 55.00	✓ 440.00	50.61	32.93	17.67			389.40		CORP-100%
	TOTAL ELECTRICAL ESTIMATES	36,930.00	4,210.02	2733.70	1469.45			32,391.85	330.00	



ESTIMATED COST SUMMARY AND DISTRIBUTION

Gold. St Overhead 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 662,558.67 x 20,000.00 1,093,477.15 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 0.17 % 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							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		1,883.20					470.80	BOTC 80 % OTHERS- REMAINDER
	TOTAL	1,434,851.15	816,657.93	533,133.20	57,500.00	677,247.58	93,704.06	72,459.86	806.45	

CONNECTING LINK  
CITY OF NORTH BAY  
GOLF STREET OVERHEAD

GROSS COST

\$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