

BY-LAW NO. 2128

BEING A BY-LAW of the Corporation of the City of North Bay to authorize construction of sewer works on Harriet Street under agreement with the Corporation of the Township of Widdifield.

WHEREAS it is deemed advisable to construct certain sewer works on Harriet Street within the limits of the City of North Bay, under a joint agreement with the Corporation of the Township of Widdifield, which latter Corporation desires to participate in the use of such sewer works when completed,

AND WHEREAS the said two Municipal Corporations have agreed upon certain terms and conditions under which the City of North Bay shall construct such sewer works and the said Township of Widdifield shall participate in the cost and use thereof,

AND WHEREAS authority for such agreement is contained in the Municipal Act, being Chap. 249, Sec. 377(4), R.S.O. 1960, and City Council have by authority of Resolution 48 of June 21st 1963 authorized the entering into and execution of such agreement,


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

1. That the City of North Bay enter into an agreement with the Municipal Corporation of the Township of Widdifield to construct certain sewer works on Harriet Street within the limits of the City of North Bay in accordance with the provisions of said agreement which is annexed hereto as Schedule "A" and forms part of this by-law.
2. That the Mayor and Clerk be authorized to sign said Agreement on behalf of the Corporation and to affix the Corporate seal thereto.
3. That this by-law shall become effective when final approval has been secured from the Ontario Water Resources Commission and the Ontario Municipal Board.

READ A FIRST TIME IN OPEN COUNCIL THIS 2ND DAY OF DECEMBER 1963.

READ A SECOND TIME IN OPEN COUNCIL THIS 2ND DAY OF DECEMBER 1963.

RULES OF ORDER WERE SUSPENDED AND BY-LAW READ A THIRD TIME AND FINALLY PASSED THIS 2ND DAY OF DECEMBER 1963.



 MAYOR



 CITY CLERK

THIS AGREEMENT MADE THIS

28th

DAY OF

August

1963

B E T W E E N:

THE CORPORATION OF THE CITY OF NORTH BAY

HEREINAFTER CALLED THE "CITY"

OF THE FIRST PART

A N D:

THE CORPORATION OF THE TOWNSHIP OF WIDDY FIELD

HEREINAFTER CALLED THE "TOWNSHIP"

OF THE SECOND PART

WITNESSETH that whereas the parties hereto have an Agreement with The Ontario Water Resources Commission providing for the construction and operation of a Sewage Treatment Plant and both parties desire to extend the existing sanitary sewers belonging to the City in the manner hereinafter set out in Schedule "A";

AND WHEREAS the said sanitary sewer extension is to be constructed and installed by the City and the cost of same is to be shared jointly by the parties hereto;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto have agreed and do hereby promise, covenant and agree each with the other as follows:

1. The City or its agent will construct and install on Harriet Street, to a length of approximately 3,750 linear feet westerly from Timmins Street, a 21 inch sanitary sewer in accordance with Schedule "A" attached hereto and forming a part of this Agreement.
2. The design, plans and specifications of the said sanitary sewer shall be subject to the approval of the Engineer of the Township.
3. All work performed within the limits of the City of North Bay, in connection with this construction and installation, shall be under the direct supervision of the Engineer for the City.
4. The Township shall pay, on account of such work, a sum equal to 68.129% of the total cost of all work performed in construction and installation of the said sanitary sewer and the

City shall be responsible for the remaining 31.871% of such cost, except as hereinafter provided in the paragraph next following.

5. It is specifically understood and agreed that the City shall have the right to place a six inch water main in the same trench as that provided for the installation of the sanitary sewer referred to herein, on the condition that the City shall pay the cost of placing such water main but such cost shall not include any pavement repairs, road repairs, excavation or back filling.

6. The City shall bear the cost of and be responsible for the maintenance of the said sanitary sewer except for any maintenance or repairs resulting from negligence on the part of the Township or its agents including, but without limiting the meaning of negligence, the introducing of excessive silt, debris or other obstructions into the said sanitary sewer or any other negligent act or omission whatsoever.

7. It is specifically understood and agreed by and between the parties hereto that direct engineering and supervision costs shall not exceed 8% of the total cost of the construction of the said sanitary sewer.

8. The parties hereto shall endeavour to obtain all Federal and Provincial subsidies applicable to such sewer construction project and all monies received by way of such subsidies ~~and all funds contributed for the construction of the said sanitary sewer by any person other than the parties hereto~~, shall be deducted from the total cost of such construction and the net total cost after such deductions shall be the cost to be shared by the parties hereto in accordance with the provisions of paragraph 4 above.

Handwritten initials and signature:
P.A.F.
J.B.
J.B.

9. The areas in the Township of Widdifield to be served by the said sanitary sewer, as defined in Schedule "A", may be altered or changed by mutual consent of the parties hereto, provided always that any such alteration or change shall not increase the total acreage of the areas to be so served, provided that such consent shall not be unreasonably withheld by either party.

10. No sewage shall be accepted at the connection point on Timmins Street until the Ontario Water Resources Commission has given written notice that it is prepared to accept and treat such sewage at the Sewage Treatment Plant.

11. This Agreement and all of the terms, provisions and conditions herein contained shall be subject to the approval of the Ontario Water Resources Commission and the Ontario Municipal Board; in the event that the parties hereto deem it advisable in the future to alter, reconstruct, enlarge or extend the sewage works herein contemplated, the Ontario Water Resources Commission shall act as arbitrator in fixing the terms, provisions and conditions upon which such alteration, reconstruction, enlargement or extension may be made, unless the parties hereto can mutually agree upon same, and in the absence of such agreement, the finding of the Ontario Water Resources Commission shall be final and binding upon the parties hereto

12. The parties hereto covenant and agree that tenders will be called for the performance of the work and will be examined by both parties, but no contract shall be awarded unless and until mutual agreement regarding same has been reached by and between the parties hereto.

13. The parties hereto covenant, promise and agree that they will execute all such further documents, grants, agreements and assurances that may be required to give full force and effect to the true intent and meaning of this agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective corporate seals attested by their proper officers, the day and year first above written.

THE CORPORATION OF THE CITY OF NORTH BAY

[Signature]
MAYOR
[Signature]
CLERK

THE CORPORATION OF THE TOWNSHIP OF WIDDIFIELD

[Signature]
REEVE
[Signature]
CLERK