

THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 2269

Being a By-law authorizing the execution of that certain Agreement dated the 22nd day of February 1966 between Ouellette & Rochefort Limited, therein called the Contractor of the First Part and the Corporation of the City of North Bay, therein called the City of the Second Part;

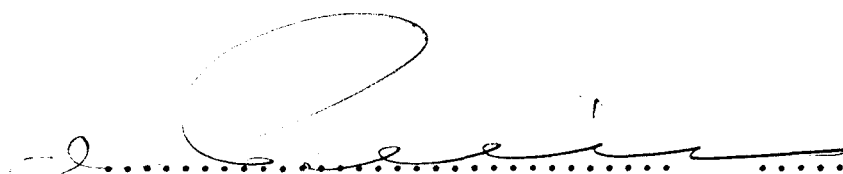
THE COUNCIL OF THE CORPORATION OF THE CITY OF NORTH BAY
HEREBY ENACTS AS FOLLOWS:

1. That The Corporation of the City of North Bay do enter into the above-described Agreement upon and subject to the terms and conditions therein set forth.
2. That the Mayor and Clerk be and they are hereby authorized to execute the aforesaid Agreement on behalf of The Corporation of the City of North Bay and to affix thereto the Corporate seal.

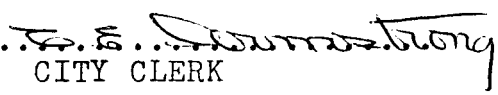
READ A FIRST TIME IN OPEN COUNCIL THIS 21st DAY OF MARCH 1966.

READ A SECOND TIME IN OPEN COUNCIL THIS 4th DAY OF APRIL 1966.

READ A THIRD TIME AND FINALLY PASSED THIS 4th DAY OF APRIL 1966.



 MAYOR



 CITY CLERK

A G R E E M E N T made (in duplicate) this 22nd day of
February A.D. 1966

B E T W E E N:

QUELLETTE & ROCHEFORT LIMITED of the City
of North Bay in the District of Nipissing
- hereinafter called the "CONTRACTOR"
of the FIRST PART

AND

THE CORPORATION OF THE CITY OF NORTH BAY
- hereinafter called the "CITY"
of the SECOND PART

WHEREAS by a Contract in writing dated the 22nd day
of October 1962 entered into between the parties hereto the
Contractor covenanted and agreed to construct a public works
building for the City upon and subject to the terms and con-
ditions therein set forth;

AND WHEREAS the glazed surface on a great many of the
concrete blocks of the exterior walls of the aforesaid building
has become discoloured, resulting in a checkerboard appearance,
and which said discolouration occurred within a period of one
year from the date of substantial completion of the aforesaid
Contract;

AND WHEREAS under Article 16 of the aforesaid Contract
the Contractor is responsible for faulty materials or workman-
ship which appear within a period of one year from the date of
substantial completion of the aforesaid Contract and is respon-
sible for remedying such defects;

AND WHEREAS the City is at present holding the sum
of \$1,000.00 representing the final payment or holdback under
the aforesaid Contract;

AND WHEREAS the Contractor is desirous of the City retaining the aforesaid sum of \$1,000.00 in full settlement of all claims and demands which the City is entitled to make under the aforesaid Contract, which the City has agreed to;

NOW THEREFORE the parties hereto mutually covenant and agree as follows:

1. The Contractor hereby transfers, assigns and sets over unto the City for its own use absolutely and the City hereby accepts the aforesaid sum of \$1,000.00 in full payment and settlement of all causes of action, damages, claims and demands of whatsoever kind or nature which the City ever had, now has or which it hereafter can, shall or may have for or by reason of any cause, matter or thing whatsoever pertaining to or arising out of the aforesaid Contract dated the 22nd day of October 1962 and in particular all claims for damages for faulty materials or workmanship in connection with the concrete blocks aforesaid, particularly the defective glazed surfacing thereof and improper functioning (if any) of the gas heating units installed in the said building.

2. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their Corporate seals under the hands of their proper signing officers being duly authorized in that behalf.

QUELLETTE & ROCHEFORT LIMITED

J. Rochefort
Sec. Treas.

THE CORPORATION OF THE CITY OF NORTH BAY

[Signature]
MAYOR

E.G. [Signature]
CLERK