

BY-LAW NO. 2122

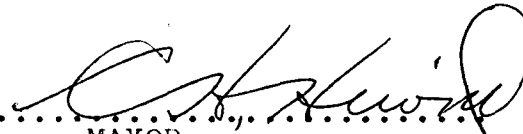
A BY-LAW of the City of North Bay to authorize the entering into an agreement with a certain Municipal Employee respecting Post-graduate training.

WHEREAS by authority of Clause No. 1 of the By-laws and Planning Committee Report of June 21st, 1963, the entering into an agreement with J. F. Bourne to take a post-graduate course in Regional and Town Planning was approved.

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

1. THAT the City of North Bay enter into an agreement with J. F. Bourne to provide him with the opportunity to take a post graduate course in Regional and Town Planning under the terms and conditions contained in the Agreement annexed hereto as Schedule "A".
2. THAT the Mayor and Clerk be authorized to sign said Agreement and to affix the Corporate Seal hereto.

READ A FIRST TIME IN OPEN COUNCIL THIS 16TH DAY OF SEPTEMBER, 1963.
READ A SECOND TIME IN OPEN COUNCIL THIS 16TH DAY OF SEPTEMBER, 1963.
RULES OF ORDER WERE SUSPENDED AND BY-LAW READ A THIRD TIME AND PASSED THIS 16TH DAY OF SEPTEMBER, 1963.

.....

MAYOR

.....

CITY CLERK

SCHEDULE "A"
to
BY-LAW NO. 2122

THIS AGREEMENT MADE THIS 4th DAY OF SEPTEMBER A. D. 1963

BETWEEN:

THE CORPORATION OF THE CITY OF NORTH BAY
HEREINAFTER CALLED THE CITY
OF THE FIRST PART

AND:

JOHN FREDERICK BOURNE, of the City of
North Bay, in the District of Nipissing,
Professional Engineer,

HEREINAFTER CALLED BOURNE
OF THE SECOND PART

WITNESSETH that whereas Bourne is currently employed in the Engineering Department of the City of North Bay and has requested leave of absence to pursue post-graduate studies in Regional and Town Planning,

AND WHEREAS the North Bay Planning Commission has recommended that Bourne be allowed to attend the University of Toronto for this purpose, with the intention that the said Bourne will return to the employ of the City better qualified to advise, assist and investigate in planning matters,

AND WHEREAS the said Bourne has undertaken to remain in the employ of the City for a period of not less than three years following completion of the proposed post-graduate studies,

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

1. The City promises covenants and agrees to sponsor Bourne at such post-graduate studies to the extent of paying him an allowance at the rate of \$275.00 per month for the period commencing September 24th 1963 through to and including April 30th 1964, so long as he attends the course in post-graduate studies in Regional and Town Planning offered by the University of Toronto during that period.

2. In consideration of such payment, Bourne covenants promises and agrees to pursue such post-graduate studies earnestly and diligently and to faithfully attend all classes offered in connection therewith and then to return to the City of North Bay immediately following completion of such studies on or about April 30th 1964 and there to

2.

continue in the employ of the City for a period of not less than three years from the last mentioned date at the regular salary and increments which he would normally receive while working in the Engineering Department of the said City.

3. All costs of attending the said course in post-graduate studies including, and without limiting the generality of the foregoing, registration and tuition fees, school supplies and all other incidental fees and expenses shall be paid by Bourne.

4. In the event of a breach by Bourne of the covenant requiring his continuing service in the employ of the City for a period of three years following completion of this course, the City shall be entitled, without prejudice to any further and other remedies which it might have for such breach, to liquidated damages in the sum of \$2,000.00 together with all costs incidental to recovery of same; but the recovery of such damages shall not prejudice the right of the City to recover any further and other damages to which they may be entitled by reason of any other breach on the part of Bourne of any of the provisions herein.

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

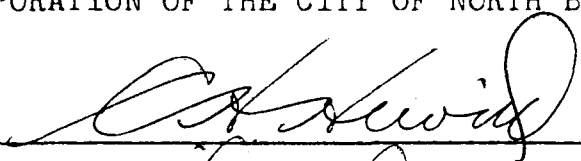
IN WITNESS WHEREOF the City has affixed its corporate seal attested by its proper officers and Bourne has set his hand and seal the day and year first above written.

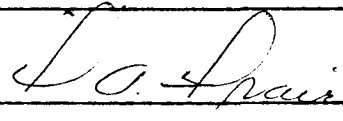
SIGNED, SEALED & DELIVERED

in the presence of

THE CORPORATION OF THE CITY OF NORTH BAY

PER





JOHN FREDERICK BOURNE