



**THIS AGREEMENT** made in triplicate this 8 day of July, 2019.

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF FORT ERIE**  
(hereinafter called the "Town")

OF THE FIRST PART;

-and-

**DR. JOSEPH FRAELIC**  
(hereinafter called the "Dr. Fraelic")

OF THE SECOND PART;

**WHEREAS** the Town of Fort Erie is located in an area of high physician need as deemed by the Ministry of Health and Long Term Care, and

**WHEREAS** the Town, through its Community Health Care Services Committee has determined that there are approximately 10,000 citizens not currently rostered to a family physician in Fort Erie (not including the Community Health Centre and Fee for Service physicians) and that we have four (4) family physicians over the age of 60, and further that using a physician to population ratio we are short eight (8) family physicians (source: Niagara Physician Recruitment October 2018), and

**WHEREAS** the Treasurer of the Town has determined that the Town has sufficient capacity under its debt and financial obligation limited pursuant to O.Reg. 403/02, and

**WHEREAS** the Town is a lower-tier municipality in the Regional Municipality of Niagara operating pursuant to the provisions of the *Municipal Act, 2001*, as amended, and regulations thereunder, and

**WHEREAS** Section 107 of the *Municipal Act, 2001*, as amended, provides, amongst other things, that a municipality may make grants on such terms as to security and otherwise as the council considers appropriate to any person, group or body, including a fund, within or outside the boundaries of the municipality for any purpose that the council considers to be in the interest of the municipality, and

**WHEREAS** the Town has received a proposal from Dr. Jeffrey Remington to open a Clinic in Ridgeway (herein after called the "Clinic") as soon as temporary clinic space is complete, and

**WHEREAS** Dr. Fraelic will be practicing family medicine at the Clinic when the temporary clinic space is complete, and

**WHEREAS** entry into the Agreement is authorized by By-law No. 101-2019,

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants contained in the Agreement, and other good and valuable consideration, the parties covenant and agree as follows:

- 1) The Town agrees to provide a financial grant to Dr. Joseph Fraelic in the total amount of \$35,000.00 and such financial grant shall be paid by the Town to the Dr. Fraelic as follows:
  - a) Payment of \$35,000.00 following the execution of this Agreement.
- 2) In consideration for the financial grant provided by the Town as described in Article 1 of this Agreement, Dr. Fraelic agrees to establish and operate a Family Practice at the Clinic, in the Town of Fort Erie, providing primary care services to all persons in the community with a priority focus on enrolling those patients who currently do not have a family physician.
- 3) In the event that the Dr. Fraelic does not maintain and regularly and actively practice family medicine for a period of five (5) years within the boundaries of the Town of Fort Erie, Dr. Fraelic shall be required to repay all expenses referred to in Article 1 of this Agreement. Such amount shall accrue interest as of the date the funds were advanced, compounded annually at the Consumer Price Index percentage per annum and shall be due and payable upon the effective date that Dr. Fraelic ceases to practice family medicine within the boundaries of the Town of Fort Erie.
- 4) Dr. Fraelic hereby represents and warrants to the Town and hereby acknowledges and confirms that the Town is relying upon such representations and warranties in connection with the grant of monies as identified in this Agreement, that he will remain licensed medical practitioner in good standing with the College of Physicians and Surgeons of Ontario and, if required at any time or from time to time by the Town to do so, shall provide proof of such status to the Town.
- 5) This Agreement shall constitute the entire agreement between the parties hereto with respect to all matters herein and this Agreement shall not be amended except by a memorandum in writing, signed by all of the parties hereto, and any amendment thereof shall be null and void and shall not be binding upon any party which has not given its consent as aforesaid.
- 6) No party hereto may assign this Agreement or any part hereof without the prior written consent of the other party hereto. Subject to the foregoing, 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 Town has hereunto affixed its corporate seal under the hands of its Mayor and Clerk and the Lead Physician for the Clinic has hereunto set his hands and seal.

**Signed, Sealed and Delivered**




Witness to the signature of:

**THE CORPORATION OF THE TOWN  
OF FORT ERIE**

Per: Wayne H. Redekop, Mayor

Per: Carol Schofield, Clerk

We have authority to bind the corporation.

  
**Dr. Joseph Fraelle**