



The Municipal Corporation of the Town of Fort Erie

By-law No. 102-2019

Being a By-law to Authorize Entry into A Grant Funding Agreement to Establish Capital Improvement to a Clinic for Physician Recruitment with Dr. Jeffrey Remington

Whereas By-law No. 217-04 was passed by the Municipal Council of the Town of Fort Erie on November 22, 2004, to adopt, in principle, a Physician Recruitment and Retention Plan for the Town of Fort Erie; and

Whereas Report No. CAO-17-2019 was considered and approved at the Council-in-Committee meeting held on June 10, 2019, recommending the entry into a Grant Funding Agreement with Dr. Jeffrey Remington, to establish capital improvements to a Clinic, for physician recruitment, in an amount not to exceed \$150,000.00; and

Whereas it is deemed desirable to enter into a Grant Funding Agreement with Dr. Jeffrey Remington for the above-mentioned purposes and amount;

Now therefore the Municipal Council of The Corporation of the Town of Fort Erie enacts as follows:

1. **That** the entry into a Grant Funding Agreement with Dr. Jeffrey Remington, to provide a grant in an amount not to exceed \$150,000.00 to establish capital improvement to a Clinic, for physician recruitment, in the form of Schedule "A" attached to and forming part of this by-law, is authorized and approved.
2. **That** the Mayor and Clerk are authorized and directed to execute the Grant Funding Agreement, in a form satisfactory to the Town Solicitor and the Chief Administrative Officer, and to affix the corporate seal thereto.
3. **That** the Clerk of the Town is authorized to effect any minor modifications or corrections solely of an administrative, numerical, grammatical, semantical or descriptive nature to this by-law or its schedules after the passage of this by-law.

Read a first, second and third time and finally passed this 15th day of July, 2019.

Mayor

Clerk

I, Carol Schofield, the Clerk, of The Corporation of the Town of Fort Erie certifies the foregoing to be a true copy of By-law No. 102-2019 of the said Town. Given under my hand and the seal of the said Corporation, this _____ day of _____, 20____

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. JEFFREY REMINGTON
(hereinafter called the "Dr. Remington")

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. Remington to open a Clinic in Ridgeway (herein after called the "Clinic") as soon as temporary clinic space is complete, and

WHEREAS Dr. Remington has requested a financial grant to establish capital improvements to the Clinic (with appropriate building permits) including exam rooms that are fully accessible, and Electronic Medical Record, signage, and rooms that will include usage by incoming ancillary health care providers, and

WHEREAS entry into the Agreement is authorized by By-law No. 102-2019,

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. Jeffrey Remington in the total amount of \$150,000.00 and such financial grant shall be paid by the Town to the Dr. Remington as follows:

a) Payment of \$150,000.00 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. Remington agrees to establish and operate a 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 Clinic 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. Remington 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 the Clinic ceases to practice family medicine within the boundaries of the Town of Fort Erie.

4) The Clinic hereby represents and warrants to the Town as follows, 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:

a) The physicians who practice within the Clinic are and will remain licensed medical practitioners 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

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

Per: _____
Wayne H. Redekop, Mayor

Per: _____
Carol Schofield, Clerk

We have authority to bind the corporation.



Witness to the signature of:



Dr. Jeffrey Remington