



The Municipal Corporation of the Town of Fort Erie

By-law No. 65-2020

Being a By-law to Authorize Entry into A Grant Funding Agreement for Physician Recruitment with Dr. Lorne Freedman

Whereas By-law No. 123-2019 was passed by the Municipal Council of the Town of Fort Erie on August 26, 2019, to adopt a Physician Recruitment, Retention and Medical Education Financial Incentive Guideline for the Town of Fort Erie; and

Whereas Report No. CAO-04-2020 was considered and approved at the Council-in-Committee meeting held on February 10, 2020, recommending the entry into a Grant Funding Agreement with Dr. Lorne Freedman, for Physician recruitment, in an amount not to exceed \$75,000.00; and

Whereas it is deemed desirable to enter into a Grant Funding Agreement with Dr. Lorne Freedman 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. Lorne Freedman, to provide a grant in an amount not to exceed \$75,000.00 for Physician recruitment, substantially 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, corrections or omissions 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 20th day of July, 2020.

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. 65-2020 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 day of June, 2020.

BETWEEN:

THE CORPORATION OF THE TOWN OF FORT ERIE

(hereinafter called the "Town")

OF THE FIRST PART;

-and-

Dr. LORNE FREEDMAN

(hereinafter called "Dr. Freedman")

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 the Fort Erie Group Family Practice at 238 Bertie Street requires physicians due to impending retirements, 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 Dr. Freedman is eligible to practice medicine in Ontario, and

WHEREAS entry into the Agreement is authorized by By-law No. XX-2020,

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. Lorne Freedman in the total amount of \$75,000.00 and such financial grant shall be paid by the Town to Dr. Freedman as follows:

- a) Payment of \$75,000.00, made payable to Fort Erie Group Family Practice, within 21 days following the execution of this Agreement or on the date when Dr. Freedman commences his practice in Fort Erie, whichever occurs later.
- 2) In consideration for the financial grant provided by the Town as described in Article 1 of this Agreement, Dr. Freedman agrees to start practicing family medicine within the boundaries of the Town of Fort Erie on or before December 31, 2020 and continue to regularly and actively practice family medicine within the boundaries of the Town of Fort Erie, providing primary care services to all patients enrolled to him. Upon completion of the five (5) year period of regular and active practice of family medicine as set forth herein, any obligations of Dr. Freedman to the Town under this Agreement shall be deemed to have been performed, satisfied or fulfilled.
- 3) In the event that Dr. Freedman does start practicing family medicine within the boundaries of the Town of Fort Erie on or before December 31, 2020, should Dr. Freedman not regularly and actively practice family medicine within the boundaries of the Town of Fort Erie, for a period of five (5) years following the date on which he begins to practice family medicine, Dr. Freedman shall be required to repay all expenses referred to in Article 1 of this Agreement, prorated as to the number of years he practices family medicine in Fort Erie. Such amount shall be due and payable upon the effective date that Dr. Freedman ceases to practice family medicine within the boundaries of the Town of Fort Erie.
- 4) Dr. Freedman 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.

Signed, Sealed and Delivered

Per: _____

Per: _____

We have authority to bind the corporation.

Dr. Lorne Freedman