



The Municipal Corporation of the Town of Fort Erie

BY-LAW NO. 16-04

BEING A BY-LAW TO AUTHORIZE THE ENTRY INTO AN AGREEMENT WITH DR. ARTAJ SINGH TO ESTABLISH AN URGENT CARE CENTRE IN THE TOWN OF FORT ERIE

WHEREAS Section 8 of the *Municipal Act, 2001* provides a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other *Act*, and

WHEREAS Section 9(1) of the said *Municipal Act* provides Sections 8 and 11 shall be interpreted broadly so as to confer broad authority on municipalities, to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues, and

WHEREAS Section 9(2) of the said *Municipal Act* provides in the event of ambiguity in Sections 8 and 11, those sections shall be interpreted broadly to include, rather than exclude, municipal powers that existed on December 31, 2002, and

WHEREAS Section 130 of the said *Municipal Act* provides a municipality may regulate matters not specifically provided for by this *Act* or any other *Act* for purposes related to the health, safety and well-being of the inhabitants of the municipality, and

WHEREAS at the Closed Session meeting of January 5, 2004, Council received a presentation by proponents interested in establishing an Urgent Care Facility in the Town of Fort Erie wherein Council subsequently rose from Closed Session reporting that staff be directed to act in accordance with the instructions of Council respecting the third party proposal, and

WHEREAS at the Closed Session meeting of Council-in-Committee on January 12, 2004, Council considered Confidential Report No. CAO-4-04 wherein Council rose with report directing staff to negotiate a Memorandum of Agreement with the Urgent Care Facility proponents to facilitate a financial partnership and that public consultation take place prior to Council's deliberations on the Memorandum of Agreement, and

WHEREAS Resolution No. 17 was passed by the Municipal Council of the Town of Fort Erie at its meeting of January 12, 2004 as follows:

WHEREAS in consultation with Community Health stakeholders, members of Council understand that as many as 4,000 residents in Fort Erie do not have a family practitioner, and

WHEREAS the Town of Fort Erie has been approached by two proponents to establish an Urgent Care Facility within the municipality, and

WHEREAS Physician Recruitment is a goal established in the 2001-2003 Town of Fort Erie Corporate Strategic Plan, and

WHEREAS the Interim Community Health and Wellness Trust has established Access to Health Care and its components (Physician Recruitment, Community Health Centre, Nurse Practitioner Program) as a Program priority, and

WHEREAS Council's 2001-2003 Mission statement states, "to create and maintain an environment which encourages public participation in community life";

NOW THEREFORE BE IT RESOLVED by the Municipal Council of the Town of Fort Erie:

THAT: Council direct staff to negotiate a Memorandum of Agreement with the Urgent Care Facility proponents to facilitate a financial partnership and further

THAT: Public consultation take place prior to Council's deliberations on the Memorandum of Agreement, and

WHEREAS Council met once again in Closed Session on January 19, 2004 to confirm the draft Memorandum of Agreement with the proponents of the proposed Urgent Care Facility for the Town of Fort Erie, and

WHEREAS notice was published in The Times on January 17th and 24th, 2004 notifying the public of Council's intention to consider a by-law to authorize financial assistance to a proponent interested in establishing an urgent care facility in Fort Erie, and

WHEREAS Council has the power to regulate and direct its financial resources in the best interest of the inhabitants of the municipality, and

WHEREAS in the interests of the community and efforts to attract physicians while improving access to health care in Fort Erie, it is deemed desirable to enter into an agreement with the Fort Erie Urgent Care Centre, (a Corporation yet to be Incorporated), c/o Dr. Artaj Singh to partner to establish an urgent care centre in Fort Erie, and

WHEREAS the terms and conditions of the agreement set out in Schedule "A" annexed hereto to this by-law have been settled and agreed upon by the parties, and

NOW THEREFORE the Municipal Council of The Corporation of the Town of Fort Erie hereby enacts as follows:

1. **THAT** the entry into an agreement with the Fort Erie Urgent Care Centre, (a Corporation yet to be Incorporated), c/o Dr. Artaj Singh, setting out financial assistance by the Town in exchange for the establishment and operation of an urgent care facility in the Town of Fort Erie, in the form of Schedule "A" annexed hereto to this by-law be and it is hereby authorized and approved.
2. **THAT** the Mayor and Clerk be and they are hereby authorized and directed to execute the agreement annexed hereto as Schedule "A" to this by-law and to affix the corporate seal thereto.
3. **THAT** pursuant to the provisions of Section 227 of the *Municipal Act, 2001*, the Clerk of the Town of Fort Erie is hereby authorized to effect any minor modifications or corrections of an administrative, numerical, grammatical, semantical or descriptive nature or kind to the by-law and schedule(s) as may be deemed necessary after the passage of this by-law.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 26th DAY OF JANUARY, 2004.


MAYOR


CLERK

I, the Clerk, Carolyn J. Kett, of The Corporation of the Town of Fort Erie hereby certify the foregoing to be a true certified copy of By-law No. 16-04 of the said Town. Given under my hand and the seal of the said Corporation this day of _____, 200 .

SCHEDULE "A" to BY-LAW NO. 16-04

This Agreement made this 31st day of February, 2004.

BETWEEN:

THE CORPORATION OF THE TOWN OF FORT ERIE

(hereinafter referred to as the "Town")

OF THE FIRST PART;

- AND -

**FORT ERIE URGENT CARE CENTRE, (a Corporation yet to be
Incorporated), c/o DR. ARTAJ SINGH**

(hereinafter referred to as the "Centre")

OF THE SECOND PART;

WHEREAS the Town of Fort Erie is located in an under-serviced area for the recruitment and retention of health professionals, and

WHEREAS the Town through its Community Health and Wellness Trust, has determined the need to undertake physician recruitment since there are approximately 4,000 residents in the Town of Fort Erie who do not have a family doctor, and

WHEREAS a proposal has been received by the Town from the Centre to establish an Urgent Care Facility in the Town of Fort Erie on lands to be purchased or at the time of the execution of this agreement, have been purchased, for the purpose of establishing an Urgent Care Facility in the Town of Fort Erie, and

WHEREAS the Centre wishes to establish the Urgent Care Facility in the Town of Fort Erie in partnership with the Town, and

WHEREAS the Centre has requested a grant from the Town to share in the costs of establishing the Urgent Care Facility in the Town of Fort Erie including securing facilities, leasehold improvements, equipment and start-up expenses, and

WHEREAS due to the shortage of physicians in the Town of Fort Erie it is deemed expedient to assist the Centre in establishing an Urgent Care Facility;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants and other terms and conditions hereinafter contained and sufficient consideration having been given one to the other, the parties hereby covenant and agree as follows:

1. The Town shall provide to the Centre financial assistance in the amount of One Hundred and Twenty-Five Thousand Dollars (\$125,000) over a five (5) year period to establish and operate an Urgent Care Facility in the Town of Fort Erie and the financial assistance shall be paid as follows:
 - (a) Payment of the first installment of Twenty-Five Thousand Dollars (\$25,000) upon receipt by the Town of reasonable proof of the following, to its sole satisfaction:
 - (i) ownership of the lands to be acquired or acquired by the Centre for the purposes of establishing an urgent care facility,
 - (ii) the existence of a signed contract with the contractor engaged by the Centre to carry out leasehold improvements, and
 - (iii) the incorporation of the center with the sole objects of providing clinical primary care and other medical related services to the citizens of Fort Erie and Region of Niagara.
 - (b) Upon the ownership of the premises acquired by the Centre for the purposes of establishing an Urgent Care Facility and the commencement of the leasehold improvements, payment of Twenty-Five Thousand Dollars (\$25,000) upon receipt by the Town of proof of ownership of said lands and the signed contract with the contractor engaged by the Centre to carry out the leasehold improvements;
 - (c) Each year thereafter on or about the first day of the month after the date the aforesaid leasehold improvements commenced, the Town shall pay the Centre Twenty-five Thousand Dollars (\$25,000) for every year thereafter for a period of four (4) years, the total of all payments, including the payments set out in Clause 1(a) hereof, shall not exceed One Hundred and Twenty-Five Thousand Dollars (\$125,000).
2.
 - (a) In exchange for the financial assistance by the Town, the Centre agrees to establish and operate an Urgent Care Facility in the Town of Fort Erie providing non-emergency medical services to all persons in the community with hours of operation to be determined based on volume of patients;
 - (b) The Centre agrees to provide a full range of primary care services and other specific medical related services such as occupational medical services and physicals, drug and alcohol testing, etc.

3. In the event the Centre closes at any time during the term of this agreement, the Town shall not be obligated to make any further payments to the Centre.
4. The Centre hereby acknowledges that nothing in this agreement shall prevent the Town from investigating, reviewing, facilitating or implementing any health care initiatives it may deem advisable and in the interests of the community.
5. The Centre hereby represents and warrants and hereby acknowledges and confirms that the Town is relying on such representations and warranties in connection with the provision of the financial assistance set out herein that the physicians practicing at the Urgent Care Facility are licenced medical practitioners in good standing with the College of Physicians and Surgeons of Ontario.
6. This agreement shall constitute the entire agreement between the parties hereto with respect to all the matters herein and this agreement shall not be amended except by a memorandum in the writing signed by all of the parties hereto and any amendment hereof shall be null and void and shall not be binding upon any party which has not given its consent as aforesaid.
7. 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 Parties hereto have hereunto affixed their corporate seals under the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED)


In the Presence of:)


WITNESS

THE CORPORATION OF THE
TOWN OF FORT ERIE


MAYOR


CLERK


DR. ARTAJ SINGH
o/b Fort Erie Urgent Care Centre
(a Corporation yet to be Incorporated)