



The Municipal Corporation of the Town of Fort Erie

BY-LAW NO. 137-05

BEING A BY-LAW TO AUTHORIZE A GRANT TO DR. RALPH JOHN KAMATOVIC AND TO ENTER INTO AN AGREEMENT

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 Section 107(1) of the said *Municipal Act* provides that despite any provision of this or any other *Act* relating to the giving of grants or aid by a municipality, subject to Section 106, 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 council considers to be in the interests of the municipality, and

WHEREAS Section 107(2) of the said *Municipal Act* provides inter alia the power to make a grant includes the power to guarantee a loan and to make a grant by way of loan and to charge interest on the loan, and

WHEREAS Ontario Regulation 403/02 as amended provides that the annual debt and financial obligation limit for municipalities shall be determined under this Regulation, and

WHEREAS Ontario Regulation 403/02(4)(1) as amended provides before authorizing any specific work or class of work or any increase in expenditure for a previously authorized specific work or class of work that would require a long-term debt or financial obligation described in Section 2, the council of the municipality shall have its treasurer calculate an updated limit using the most recent debt and financial obligation limit determined by the Ministry, and

WHEREAS at the Closed Session meeting of July 11th, 2005 Council rose with report directing staff to submit a by-law to the Council meeting of July 18th, 2005 to authorize a grant to Dr. Ralph John Kamatovic and the entry into an agreement thereof as part of the physician recruitment effort to attract Dr. Kamatovic to partner with the Fort Erie Family Group Practice Inc. at 238 Bertie Street, and

WHEREAS in an effort to fulfill the goals of the Town of Fort Erie Physician Recruitment and Retention Plan as authorized by By-law No. 217-04 to attract physicians to the Town of Fort Erie and in the interest of improving access to health care in Fort Erie, it is deemed desirable to authorize a grant to Dr. Ralph John Kamatovic and to enter into an agreement for same, and

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

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 Dr. Ralph John Kamatovic setting out financial assistance by the Town in exchange for his willingness to establish a full time family medical practice within 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 in the form of Schedule "A" annexed hereto 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 to the by-law and schedule of a descriptive, administrative, numerical or grammatical nature as may be deemed necessary after the passage of this by-law.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 18th DAY OF JULY, 2005.



MAYOR



CLERK

I, Carolyn J. Kett, the Clerk, of The Corporation of the Town of Fort Erie hereby certifies the foregoing to be a true certified copy of By-law No. 137-05 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. 137-05

THIS AGREEMENT made in triplicate this 27th **day of** July, 2005

BETWEEN:

THE CORPORATION OF THE TOWN OF FORT ERIE
(hereinafter referred to as the "Town")

OF THE FIRST PART;

- and -

DR. RALPH JOHN KAMATOVIC
(hereinafter referred to as the "Physician")

OF THE SECOND PART;

WHEREAS:

1. The Town is located in an under-serviced area for the recruitment and retention of health professionals;
2. The Municipal Council of the Town has determined the need to undertake physician recruitment since there are a large number of residents in the Town who do not have a family doctor;
3. The Physician has indicated to the Town that he is willing to establish a full-time family medical practice within the geographic boundaries of the Town to serve the medical needs of the citizens of the Town for a period of at least five (5) years;
4. The Municipal Council of the Town has agreed to provide the Physician with a forgivable loan of \$62,500.00 in order to assist him in establishing his family medical practice in the Town.

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 Physician covenants with the Town to immediately establish a full-time family medical practice within the geographic boundaries of the Town to serve the medical needs of the citizens of the Town for a period of at least five (5) years from the date of the establishment of the family medical practice.
2. In consideration of the covenant contained in article 1 herein, the Town shall grant to the Physician a forgivable loan of \$62,500.00 payable on the day following the commencement by the Physician of a full-time family medical practice within the geographic boundaries of the Town.
3. The sum of \$12,500.00 of the loan from the Town to the Physician shall be immediately forgiven by the Town on the day following the commencement by the Physician of a full-time family medical practice within the geographic boundaries of the Town.
4. The sum of \$12,500.00 of the loan from the Town to the Physician shall be forgiven by the Town on each of the first, second, third and fourth anniversary date of the date of the commencement of the full-time family medical practice by the Physician within the geographic boundaries of the Town.
5. The Physician clearly acknowledges that the forgiveness of the loan of \$62,500.00 in sums of \$12,500.00 each on the first, second, third and fourth anniversary of the date of the commencement of the full-time family medical practice within the geographic boundaries of the Town is premised and conditional upon the Physician clearly undertaking to and with the Town on each mentioned anniversary date to continue to practice the full-time family medical practice in the Town for the entire duration of the forthcoming year.
6. In the event that for any reason the Physician breaches any term of this Agreement or the Physician discontinues his full-time family medical practice within the geographic boundaries of the Town or fails to be engaged in such practice full-time, then any portion of the loan of \$62,500.00 that has not yet been forgiven at that time by the Town shall be immediately repayable by the Physician to the Town together with interest to accumulate at the prime lending rate of the Bank of Canada at that time.

7. The Town undertakes to diligently work with the Physician and local physicians in the Town of Fort Erie toward the acquisition and implementation of a paperless medical records system to serve the physicians of Fort Erie.
8. The Physician 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 provision of these loans:
 - a. The Physician is and will remain a 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 so do, shall provide proof of such status to the Town; and
 - b. At the time of execution of this Agreement, the Physician agrees to operate a full-time family medical practice within the geographic boundaries of the Town for at least five (5) years immediately following the commencement of his practice within the Town.
9. All notices, requests, demands or other communications by the terms hereof required or permitted to be given by one party to another shall be given in writing by personal delivery or by registered mail, postage prepaid, addressed to such other party or delivered to such other party as follows:

To the Town at: The Corporation of the Town of Fort Erie
One Municipal Centre Drive
Fort Erie, Ontario
L2A 2S6
Attention: Town Clerk

To the Physician at: 238 Bertie Street
Fort Erie, Ontario
L2A 1Z3

- or at such other addresses as may be given by any of them to the other in writing from time to time and such notices, requests, demands or other communications shall be deemed to have been received when delivered or, if mailed, forty-eight (48) hours after 12.01 a.m. on the day following the day of the mailing thereof, provided that if any such notice, request, demand or communication shall be interrupted by strikes or other irregularities, such notices, requests, demands or other communications shall be deemed to have been received forty-eight (48) hours after 12.01 a.m. on the day following the resumption of normal mail service.
10. This Agreement shall be governed by the laws of Ontario and the laws of Canada.
 11. This Agreement constitutes the entire agreement between the parties hereto with respect to all matters herein and this Agreement shall not be amendment except by a memorandum in 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.
 12. The parties 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 ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrations, successors and assigns.
 13. If required by the Town at any time, the amount of monies that may be owing from the Physician to the Town as a result of these loans may be secured by a demand promissory note in the amount of such outstanding loan to be signed by the Physician in favour of the Town.
 14. The parties hereto acknowledge that this Agreement shall act as an assignment to the Town of any monies owing by the Physician to the Town as a result of these loans and this Agreement may be employed by the Town in its sole discretion as an assignment of any monies owing to the Physician from time to time by O.H.I.P. and the Town shall be permitted to make any claims it deems necessary against such monies owing to the Physician to reimburse the Town for any monies owing to it by the Physician.

15. The Physician agrees to and with the Town that for the purposes of this Agreement, the full-time practice of medicine shall be defined as an average of four (4) days per week and shall include a combination of office hours and emergency room attendance at Douglas Memorial Hospital. The Physician shall be entitled to be absent from the full-time practice for education and/or vacation

purposes for a maximum of six (6) weeks per year of the Agreement. Should said leave extend beyond the six (6) weeks specified, the term of the commitment will be extended accordingly (eg eight weeks vacation extends the term of the commitment by two weeks).

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement
this 15TH day of July, 20 05.

SIGNED, SEALED AND DELIVERED) **THE CORPORATION OF THE**

In the Presence of:

) **TOWN OF FORT ERIE**

) per:

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) **MAYOR**

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) **CLERK**

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) **DR. RALPH JOHN KAMATOVIC**

R. Wilson

Witness