



# The Municipal Corporation of the Town of Fort Erie

## By-law No. 27-2017

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### Being a By-law to Authorize the Entry into a Grant Funding Agreement with Dr. Peter Saranchuk for Reimbursement of Relocation Expenses

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

**Whereas** Section 2 of the said By-law No. 217-04 provides that funding of any of the initiatives set out in the Plan shall be considered during the annual budget deliberations; and

**Whereas** reimbursement of relocation expenses for physician recruitment in the amount of \$10,000 was approved in the 2017 Operating Budget; and

**Whereas** it is deemed desirable to enter into a Grant Funding Agreement with Dr. Peter Saranchuk for the above-mentioned purpose 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. Peter Saranchuk to provide for reimbursement of relocation expenses to Fort Erie, in an amount not to exceed \$10,000.00, provided that he practices a part-time family medical practice in Fort Erie for a period of at least one (1) year, in the form attached hereto as Schedule "A", is authorized and approved.
2. **That** the Mayor and Clerk are authorized and directed to execute the Grant Funding Agreement, 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 27<sup>th</sup> day of February, 2017.**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

I, Laura Bubanko, the Clerk, of The Corporation of the Town of Fort Erie certifies the foregoing to be a true copy of By-law No. 27-2017 of the said Town. Given under my hand and the seal of the said Corporation, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Schedule "A" to By-law No. 27-2017

THIS AGREEMENT made in triplicate this                      day of                      , 2017.

**BETWEEN:**

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

**OF THE FIRST PART;**

**- and -**

**DR. PETER SARANCHUK**  
(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 part-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 one (1) year;

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. Upon the physician's relocation to the Town of Fort Erie for the purpose of practicing part-time family medicine in the Town, The Town shall reimburse

the physician for relocation expenses up to a maximum of \$10,000 comprised as follows:

- (a) reasonable moving expenses directly related to the relocation, and
  - (b) real estate and legal fees directly related to the relocation.
2. In the event that the physician does not maintain and regularly and actively practice part-time family medicine for a period of one year within the boundaries of the Town of Fort Erie, the physician shall be required to repay all relocation expenses referred to in the preceding paragraph. Such amount shall accrue interest as of the date the funds were advanced, compounded annually at CPI percent per annum and shall be due and payable upon the effective date that the physician ceases to practice medicine within the boundaries of the Town of Fort Erie.
  3. 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 reimbursement of monies as identified in Section 1 of this agreement that:
    - (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
  4. This Agreement shall be governed by the laws of Ontario and the laws of Canada.
  5. 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 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.

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

SIGNED, SEALED AND DELIVERED  
In the Presence of:

) **THE CORPORATION OF THE**  
) **TOWN OF FORT ERIE**  
) per:  
)  
) \_\_\_\_\_  
) **MAYOR**  
)  
)  
) \_\_\_\_\_  
) **CLERK**  
)  
)  
) \_\_\_\_\_  
) **DR. PETER SARANCHUK**

\_\_\_\_\_  
**Witness**