



# The Municipal Corporation of the Town of Fort Erie

## By-law No. 152-2018

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### Being a By-law to Authorize the Entry into an Agreement with Urgent Care Niagara – Niagara Falls Inc. to Establish a Primary Care Clinic in the Town of Fort Erie

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**Whereas** Section 107(1) of the *Municipal Act, 2001*, as amended, 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 of said *Act*, 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** at the Closed Session meeting of December 10, 2018, Council received a presentation by staff that outlined a proponent's interest in establishing a Primary Care Clinic in the Town of Fort Erie; and

**Whereas** following the Closed Session meeting of Council on December 10, 2018, Council rose with report authorizing the entry into an Agreement with Urgent Care Niagara – Niagara Falls Inc. to facilitate a financial partnership; 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 Urgent Care Niagara – Niagara Falls Inc., to partner to establish a Primary Care Clinic in Fort Erie, and

**Whereas** the terms and conditions of the Agreement set out in Schedule "A" annexed to this by-law have been settled and agreed upon by the parties.

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

1. **THAT** the entry in an Agreement with Urgent Care Niagara – Niagara Falls Inc. providing for financial assistance by the Town in exchange for the establishment and operation of a Primary Care Clinic in the Town of Fort Erie, in the form of Schedule "A" annexed to and forming part of this by-law, is authorized and approved.
2. **THAT** the Mayor and Clerk are authorized to execute the 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 10<sup>th</sup> day of December, 2018.**

\_\_\_\_\_  
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. 152-2018 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. 152-2018**

This Agreement made in triplicate this       day of December, 2018,

**BETWEEN:**

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

OF THE FIRST PART;

**-AND-**

**URGENT CARE NIAGARA – NIAGARA FALLS INC.,**  
An Ontario corporation doing business as "Primary Care Niagara"  
(hereinafter the "**Clinic**")

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 Services physicians) and that we have 4 family physicians over the age of 60, and further, that using a physician to population ratio, we are short 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 limit 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* and regulations thereunder, and

**WHEREAS** Section 107 of the *Municipal Act, 2001* 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** a proposal has been received by the Town of Fort Erie from Primary Care Niagara's owner, Dr. Artaj Singh, to open a Clinic in Fort Erie in March 2019 that will be serviced as both an enrollment model (Family Health Group) and Fee for Service model, as permitted by the Ministry of Health. The Clinic agrees to provide full-time primary care services on a non-emergency basis to all persons from the community and surrounding areas with hours of operation to be determined based on patient need and patient volume, and

**WHEREAS** Garrison Square Plaza Inc., represented by Dr. Artaj Singh, is the owner of the building where he is proposing to open the Clinic; and he has requested an expedient grant to partially cover costs for capital improvements for the Clinic including start-up costs, including but not limited to an electronic medical record, signage, equipment and all infrastructure for operations including possible space available for specialist clinics.

**NOT THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Town agrees to provide a financial grant to the Clinic in the total amount of \$350,000 and such financial grant shall be paid by the Town to the Clinic as follows:
  - (a) Payment of the first installment of \$150,000 on the date of the execution of this agreement.
  - (b) In each of the years 2020, 2021, 2022 and 2023 on or about the last day of January in each such year the Town shall pay the Clinic \$50,000 for the purpose as previously mentioned in this agreement and the total of all payments including the payment mentioned in Clause 1 (a) hereof shall not exceed the total sum \$350,000.
2. In consideration for the financial grant provided by the Town as described in Clause 1 of this agreement Dr. Singh, as the owner of the Clinic, agrees to establish and operate a Family Practice and Urgent Care Clinic in the Town of Fort Erie providing non-emergency primary care services to all persons in the community.
3. The Clinic will provide annual updates to the Town of Fort Erie, on a confidential basis, to ensure compliance with Clause 2 above including the number of annual visits to the clinic.
4. The Clinic, per prior practice, will continue to undergo Random Patient Surveys from time to time as it sees fit, to assess Clinic wait times, check in process and overall patient experience. The Town of Fort Erie agrees to conduct a baseline survey of at least 300 residents in the first 60 days of 2019 to collect data on current primary care wait times in the Town of Fort Erie and will continue to do so annually for the next 2 years thereafter to measure the impact of its strategies to reduce patient wait times.
5. In the event that the Clinic does not maintain and actively practice full-time primary medical care for the initial 12 month period from startup within the boundaries of the Town of Fort Erie, the Clinic shall be required to repay the \$150,000, unless the Clinic can document with evidence of payment the costs, to that amount, incurred in the start-up process for the benefit of establishing a Clinic for residents of the Town of Fort Erie. In the event the Clinic closes at any time during the term of this agreement, the Town shall not be obligated to make any further payments to the Clinic.
6. The Clinic 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 interest of the community. Same applies to the Clinic.

7. 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 of this agreement, that the Physicians who practice with the Clinic are and will remain licenced medical practitioners in good standing with the College of Physicians and Surgeons of Ontario and if required at any time by the Town to so do, shall provide proof of such status to the Town.
8. 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 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.
9. No party hereto may assign this agreement or any part hereof without the prior written consent of the other party hereto which shall not be unduly withheld. Subject to the foregoing this agreement shall ensure 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 duly executed this agreement this      day of December, 2018.

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

Per: \_\_\_\_\_

Name:

Mayor

Per:

Name:

Clerk:

We have authority to bind the municipality.

**URGENT CARE NIAGARA – NIAGARA FALLS INC.**

Per: \_\_\_\_\_

Artaj Singh, President

I have authority to bind the corporation.