The Corporation of the Town of South Bruce Peninsula

By-Law Number 49-2017

Being a By-Law to Authorize the Mayor and Clerk to Sign a Letter of Agreement Between the Corporation of the Town of South Bruce Peninsula and Dr. Nancie Parent

Whereas Section 8 of the Municipal Act, 2001, Chapter 25, as amended, provides that Section 8 shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

And whereas Section 9 of the Municipal Act, 2001, Chapter 25, as amended, provides that 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 the Town of South Bruce Peninsula deems it desirable to enter into an agreement with Dr. Nancie Parent to enable Dr. Parent to practice Family Medicine in the Town of South Bruce Peninsula.

Now therefore the Council of the Corporation of the Town of South Bruce Peninsula enacts as follows:

1. That the Mayor and Clerk are hereby authorized to sign a Letter of Agreement with Dr. Nancie Parent.

2. That the Town agrees to commit the necessary funds as per the Letter of Agreement between the Town and Dr. Nancie Parent for the cost of housing and office space.

3. That this by-law will come into full force and effect upon the final passing thereof.

Read a first and second time this 16th day of May, 2017.

Mayor

Clerk

Read a third time and finally passed this 16th day of May, 2017.

Mayor

Clerk
Letter of Agreement

Between

Dr. Nancie Parent,
(Hereinafter referred to as “the Physician”)

-and-

The Corporation of the Town of South Bruce Peninsula
(Hereinafter referred to as the Town)

The Physician desires to enter into an arrangement in order to practice Family Medicine in Grey and Bruce Counties and more particularly the Town of South Bruce Peninsula (herein known as “The Town”).

The Physician is entering into a Letter of Agreement with the Town.

1.1 The Town agrees to commit to a total of twenty-two thousand dollars ($20,000) over a period of three (3) years to support the cost of moving, office space and housing as follows:

1.2 A lump sum payment in the amount of two thousand dollars ($2,000) will be made on June 1, 2017; and

1.3 Payments will be provided in monthly instalments of five hundred dollars ($500) paid on the first of each month with the first payment being made on June 1, 2017 and continuing until the final payment is made on May 1, 2020, subject to the terms contained within this agreement.

1.4 A lump sum payment in the amount of two thousand dollars ($2,000) will be made to the Physician on June 1, 2017. The Physician must use the entire lump sum payment to make a donation to the Salvation Army Food Bank in Wiarton in the name of the Physician.

2. The Physician is and shall remain a duly qualified medical practitioner in the Province of Ontario throughout the term of this agreement.

3. The Physician agrees to practice full time family medicine at Sauble Family Health Team, Sauble Beach.

4. The minimum length of service for which the Physician agrees to practice in the Town is five (5) years.

5. The Town may terminate this agreement at any time upon the willful failure of the Physician to fulfil the obligations of this agreement upon giving written notice to the
Physician of the failure and only if such failure is not remedied to the satisfaction of the Town within ninety (90) days of the notice date.

6. Where the Town terminates the agreement, full repayment by the Physician to the Town of any money received by the Physician from the Town will be required within twelve (12) months of the demand date by the Town.

7. Notwithstanding the foregoing, should the Physician terminate the agreement prior to fulfilling the five (5) year commitment, the Physician will reimburse the Town on a pro-rated basis. The pro-rata formula for the payback term on actual payments would be as follows:

<table>
<thead>
<tr>
<th>Time Period</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-12 Months</td>
<td>100%</td>
</tr>
<tr>
<td>13-24 Months</td>
<td>75%</td>
</tr>
<tr>
<td>25-36 Months</td>
<td>66%</td>
</tr>
<tr>
<td>37-48 Months</td>
<td>50%</td>
</tr>
<tr>
<td>49-60 Months</td>
<td>33%</td>
</tr>
<tr>
<td>61 Months Plus</td>
<td>0%</td>
</tr>
</tbody>
</table>

8.1 If during the term of this agreement, the Physician must take a leave of absence for whatever reason, the Physician will notify the Town in writing informing the Town of the reason for the leave and the amount of time requested for leave.

8.2 The Physician must take leave only with the consent of the Town which shall not unreasonably be withheld. Where leave is granted, the Physician must extend the service under this agreement to make up the time for the leave of absence with the extended period to commence forthwith upon completing the leave of absence.

9. During any leave of absence, the Town will not make payment as outlined herein but will resume payment upon the completion of the leave of absence.

10. All notices under this agreement shall be in writing and shall be delivered by personal delivery/courier to the parties to this agreement at the addresses listed herein or to any other address as is communicated one party to the other:

Town of South Bruce Peninsula
315 George Street, PO Box 310
Wiarton ON N0H 2T0
519-534-1400

Dr. Nancie Parent
c/o Sauble Family Health Team
672 Main Street
Sauble Beach ON N0H 2G0
519-422-1321
11. This agreement constitutes the entire agreement between the parties pertaining to the subject matter thereof and supersedes all prior agreements, understandings, negotiations and discussions of the parties whether oral or written and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein.

12. No supplement, modification, waiver or termination of this agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

13. Each of the provisions contained in this agreement are distinct and severable. Any declaration by a court of competent jurisdiction of the invalidity or unenforceability of any provision or part of a provision will not affect the validity or enforceability of any other provision of this agreement.

14. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract. Each party hereto irrevocably attorns to and submits to the exclusive jurisdiction of the Courts of Ontario with respect to any matter arising hereunder or related hereto.

15. All references to monetary amounts in this agreement are to be Canadian dollars.

In witness whereof, the parties hereunto have set their hands and seals.

Town of South Bruce Peninsula

May 16, 2017

Dr. Nancie Parent

May 16, 2017

Witness to Dr. Nancie Parent