

**CORPORATION OF THE TOWNSHIP  
OF SOUTH ALGONQUIN  
BY-LAW NUMBER 2018-552**

Being a By-Law to authorize the execution of an amendment to the Medical Services Agreement between the Corporation of The Township of Madawaska Valley, the Township of Brudenell, Lyndoch & Raglan, Township of Killaloe, Hagarty and Richards, North Algona Wilberforce Township, Township of South Algonquin and Dr. Heather Cuddy, formerly Heather Hoddinott, physician.

**WHEREAS** the Township of South Algonquin passed By-Law # 2012-417 on January 5, 2012 to authorize the execution of an Agreement between The Corporation of the Township of South Algonquin and their partnering municipalities of The Township of North Algona Wilberforce, The Township of Killaloe, Hagarty and Richards, The Township of Madawaska Valley and The Township of Brudenell, Lyndoch and Raglan, and Heather Hoddinott, physician, now Dr. Heather Cuddy;

**NOW THEREFORE BE IT RESOLVED THAT** the Corporation of the Township of South Algonquin hereby enacts as follows:

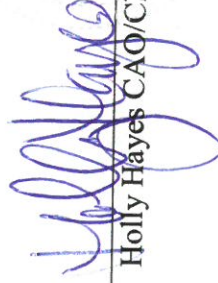
1. That the Mayor and the CAO/Clerk-Treasurer are hereby authorised to execute the agreement attached hereto and marked as "Schedule A" to this by-law and affix the corporate seal on behalf of the municipality.
2. THAT Schedule A attached hereto forms part of this by-law;
3. That, notwithstanding the provisions of the agreement attached hereto as Schedule "A", and forming part of this By-Law, all other provisions of By-Law #2012-417 remain in force and effect.
4. THAT this By-law will come into force and take effect on the date of final passing thereof.

**READ A FIRST AND SECOND TIME THIS 1<sup>st</sup> DAY OF FEBRUARY, 2018.**

**READ A THIRD TIME AND FINALLY PASSED THIS 1st DAY OF FEBRUARY, 2018.**

*Jane A.E. Dumas*

Jane A.E. Dumas Mayor

  
Holly Hayes CAO/Clerk-Treasurer

“Schedule A”

AMENDMENT TO  
MEDICAL SERVICES AGREEMENT

BETWEEN:

NORTII ALGONA WILBERFORCE TOWNSHIP,  
THE TOWNSHIP OF BRUDENELL, LYNDPOCH & RAGLAN,  
THE TOWNSHIP OF KILLALOE, HAGARIY & RICHARDS,  
THE TOWNSHIP OF SOUTII ALGONQUIN and  
THE TOWNSHIP OF MADAWASKA VALLEY  
(hereinafter called "the Municipalities")

and

HEATHER HODDINOTT, now DR. HEATHER CUDDY  
(hereinafter called "the Physician")

RECITALS

**WHEREAS** the Municipalities and the Physician entered into a Medical Services Agreement signed by the Physician on January 16, 2012 and by the Municipalities on February 2, 2012 (hereinafter referred to as "the Agreement") and authorized by By-Laws of each of the Municipalities, a copy of which agreement is attached as **Schedule 1** hereto;

**AND WHEREAS** the Municipalities have paid to the Physician the sum of One Hundred and Twenty Five Thousand (\$125,000.00) Dollars in five equal installments as follows:

February 2, 2012	\$ 25,000.00
February 1, 2013	\$ 25,000.00
February 1, 2014	\$ 25,000.00
February 1, 2015	\$ 25,000.00
February 1, 2016	\$ 25,000.00

**AND WHEREAS** Paragraphs 8 & 9 of the Agreement provide as follows:

8. *If the Medical Student:*
- *does not complete her, studies;*
  - *fails to complete the residency;*
  - *fails to be certified by the College;*
  - *fails to practice medicine at St. Francis Memorial Health Centre/St. Francis Memorial Hospital; or*
  - *fails to complete the full Term of Service required in this Agreement.*



*then the Medical Student shall refund to the Municipalities the portion of total payments made to her under this*

*Agreement represented by the following fraction:*

*Total Time not served pursuant to the Agreement*

*Five Years*

*The Medical Student shall pay, the full amount of the principal together with interest at the rate of seven (7%) percent per annum, within six months of the date of demand by the Municipalities, payable from the date of each payment by the Municipalities to the Medical Student to the date of repayment by her.*

*9. Notwithstanding paragraph 8 of this Agreement, the Municipalities, in their sole and absolute discretion, may reduce any refund required to be paid by the Medical Student or may agree on reasonable repayment terms of such refund in the event that the Medical Student commences to practice medicine in the St. Francis Memorial Health Centre/St. Francis Memorial Hospital in the Township of Madawaska Valley and does not complete the full Term of Service for reasons not within the control of the Medical Student or otherwise on compassionate grounds to be determined by the Municipalities."*

**AND WHEREAS** the Physician confirms that she is in breach of Paragraph 8 of the Agreement because she has not completed the terms of service of the Agreement. She did not practice family medicine on a full time basis at any time in accordance with the terms of Paragraph 2 of the Agreement;

**AND WHEREAS** pursuant to Paragraph 8 of the Agreement, the Physician must repay the Municipalities the portion of total payments made to her under the Agreement in accordance with the formula set out in Paragraph 8 of the Agreement;

**AND WHEREAS** the parties acknowledge that the Physician owes to the Municipality the sum of One Hundred and Twenty Five Thousand (\$125,000.00) Dollars together with interest at Seven (7%) Percent per annum payable in accordance with the terms of Paragraph 8 of the Agreement, and that interest has accumulated on the sum at the rate of 7.0% from the date of each advance and that the Physician has made no repayment;

**AND WHEREAS** the Municipalities have decided on compassionate grounds, to forgive the interest which has accumulated on the installment payments outlined in the Agreement -

**NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:**

1. The Physician shall repay to the Municipalities the sum of \$125,000.00 together with interest thereon at the rate of 2.0% per annum calculated from December 1, 2017 with the said sum being amortized over 15 years, and payable on the first day of each and every month in equal monthly installments of Eight Hundred and Three Dollars and Ninety One Cents (\$803.91) with the first payment due and payable on December 1, 2017 with payments to continue thereafter until fully paid in accordance with the amortization schedule attached hereto as **Schedule 2**. The provision for the payment of interest pursuant to Paragraph 8 of the Agreement is replaced by the provision for payment of interest in Paragraph 1 of this Agreement (hereinafter referred to as "the Amending Agreement").
2. The Physician may repay the full amount owing to the Municipalities at any time without notice, bonus or penalty by paying the full amount of the principal together with interest to the date of payment.
3. In the event of default of any payments pursuant to the terms of this Amending Agreement, the full amount of the remaining principal together with any interest thereon, calculated pursuant to the terms of this Amending Agreement, shall immediately become due and payable.

4. If t any time during which there is a balance owing on the aforesaid loan, the Physician provides medical services on a full time basis (40 hr work week) as a family physician at the St. Francis Memorial Health Centre / St. Francis Memorial Hospital in the Township of Madawaska Valley, the balance owing on the said loan at that time shall be forgiven provided that the Physician provides the said services for a term of years calculated as follows:

Balance owing on the said loan  
at the time of return to provide services      x    5 years  
\$125,000



If the physician serves less than the period required for full forgiveness of the loan, the balance owing shall be reduced in the following proportion:

time served in years divided by the period of service required for full forgiveness of the loan calculated at the time of return to service in accordance with the foregoing formula.

5. Subject to the foregoing, in all other respects, the terms of the original Agreement shall remain in full force and effect.

**Jointly and Severally**

6. The Municipalities enter into this Amending Agreement jointly and severally.

**Governing Law**

7. This Amending 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.

**Recitals**

8. The recitals hereto are incorporated as a material and integral part of this Amending Agreement.

**Headings**

9. The section headings are inserted for convenience of reference only and are not to be considered when interpreting this Amending Agreement.

**Currency**

10. All references to monetary amounts in this Amending Agreement are to be Canadian dollars.

**Addresses for Service**

11. 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 fax or by first class mail, postage prepaid, addressed to such other party or delivered to such other party as follows:

To the Municipalities: The Corporation of the Township of Madawaska

Valley 85 Bay Street, P.O. Box 1000

Barry's Bay, Ontario K0J 1B0

email • [info@madawaskavalley.on.ca](mailto:info@madawaskavalley.on.ca)

To the Physician:

Dr. Heather Cuddy

107 Rennie's Mill Road

St. John's, Newfoundland A1B 2P1

IN WITNESS WHEREOF the parties have hereunto set their hands and seals

seal

**North Altona Wilberforce Township**

\_\_\_\_\_ Date \_\_\_\_\_

Deborah Farr, Mayor

seal

**The Township of Brudenell, Lyndoch & Raglan**

\_\_\_\_\_ Date \_\_\_\_\_

Sheldon Keller, Mayor

seal

**The Township of Killaloe, Hagarty & Richards**

\_\_\_\_\_ Date \_\_\_\_\_

Janice Visneskie Moore, Mayor

seal

**The Township of South Algonquin**

*Jane A E Dumas* \_\_\_\_\_ Date *February 1, 2018*

Jane A E Dumas, Mayor

seal

**The Township of Madawaska Valley**

\_\_\_\_\_ Date \_\_\_\_\_

Kim Love, Mayor

DATED at \_\_\_\_\_, Newfoundland this \_\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Dr. Heather Cuddy

Witness: \_\_\_\_\_

Witness Address & Phone No.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_