

MEDICAL LOAN AGREEMENT

BETWEEN:

THE CORPORATION OF THE CITY OF CORNWALL
(hereinafter called 'the City')

-and-

Julie Crevier
(hereinafter called 'Julie')

WHEREAS the City of Cornwall lacks a sufficient number of family physicians to provide medical services to its residents; and,

WHEREAS the City wishes to provide a loan to Julie whose medical practice shall be within the City Limits, upon successful completion of medical school.

NOW THEREFORE IN CONSIDERATION of the terms and conditions contained herein and other valuable consideration, the City and Julie agree as follows:

Definitions

1. In this Agreement;
 - a) "City Limits" means the geographical limits of the City; and,
 - b) "Family Doctor" means being registered and in good standing with the College of Physicians and Surgeons of Ontario to conduct a practice in Family Medicine;
 - c) "Loan" has the meaning ascribed to it in Paragraph 2 of this Agreement.
 - d) "Full Time" means no less than 40 hours a week.

City's Obligations

2. The City shall loan the sum of one-hundred and fifty thousand dollars (\$150,000.00) (the "Loan") to reflect 6 years of tuition, books, and living expenses. Three equal Loan payments shall be issued to the amount of fifty thousand dollars (\$50,000.00) in 2020, 2021, and 2022, respectively. In 2020, the first Loan payment shall be made on the 1st day of February, upon receipt of a written request from Julie and proof of enrollment at University of Ottawa or a recognized Canadian University Medical School. In subsequent years, the City will make the yearly loan advance on January 2nd of each year upon receipt of a written request from Julie and proof of enrollment at Queen's University or a recognized Canadian University Medical School.

3. Provided that Julie is not in default of this Agreement, the City shall forgive one fifth (1/5) of the total Loan for every complete year (no forgiveness for any part of the year in which the default occurs) in which she actually practices on a full time basis as a Family Doctor within the City Limits, in accordance with Paragraph 7.
4. It shall be Julie's obligation to advise the City of the date on which she commences her practice as a Family Doctor on a full time basis within the City Limits and the forgiveness of the first one fifth (1/5) of the total Loan shall occur one (1) year following the date of commencement of her said practice and shall then occur on each anniversary thereafter.

Julie's Obligations

5. Julie hereby certifies to the City that her family resides on a permanent basis within the geographical limits of the United Counties of Stormont, Dundas and Glengarry and she is currently enrolled in full-time studies at University of Ottawa Faculty of Medicine to become qualified as a Family Doctor to practice medicine in the Province of Ontario.
6. Julie shall provide to the City, as the City may request from time to time, proof of enrollment and academic standing at University of Ottawa or a recognized Canadian University Medical School to verify that she is maintaining eligibility for the Loan.
7. Julie agrees to complete her studies on a full-time basis and agrees to utilize her best efforts to become qualified to practice as a Family Doctor on or before the 31st day of December, 2022.
8. Julie shall, within six(6) months after completion of her studies and after being qualified to practice as a Family Doctor, commence the said practice on a full-time basis (as recommended by the College of Physicians and Surgeons of Ontario for newly admitted doctors) within the City Limits for a period of not less than five (5) consecutive years. Julie agrees to undertake hospital privileges at Cornwall Community Hospital and to participate, in a relief capacity, in the Hospitalist program. Provided that Julie shall be entitled, at her option, to extend the commencement of her practice on a full time basis for one (1) year in order to undertake one (1) additional year of studies in a specialized field. However, if Julie has received the total amount of the Loan under this Agreement, the additional one (1) year of studies shall be her total financial responsibility. It is recognized and accepted by the City that if Julie completes this one (1) additional year of studies in a specialized field, her primary practice as a Family Doctor may include ancillary work in this specialized field.

9. Should Julie:
- a. not complete her studies,
 - b. fail to provide proof of enrollment and academic standing at University of Ottawa or a recognized Canadian University Medical School, or
 - c. fail to commence practice as a Family Doctor on a full time basis within the City Limits within six (6) months after completion of her studies and after being qualified to practice as a Family Doctor, subject to Paragraph 7,
- then the entire Loan shall be repayable by her to the City forthwith upon written demand by the City, together with interest at the Bank of Canada prime rate plus three (3) percent calculated from the day on which each advance on the Loan is made to the date of Payment.
10. In the event that Julie fails to practice as a Family Doctor on a full time basis for the term of five (5) years as required herein, Julie shall become liable forthwith upon written demand by the City to pay to the City the balance of the Loan which has not been forgiven in accordance with Paragraph 3, with interest thereon at the Bank of Canada prime rate plus three (3) percent, payable from the day she receives written notice that the Loan is payable.
11. Paragraphs 9 and 10 shall not apply, and the Loan shall be forgiven, if the reason Julie does not complete her studies or fails to practice as a Family Doctor on a full time basis because she should die or suffer a disability rendering her unable to do so. Julie agrees to cooperate fully with the City should the City decide to take out a life and/or disability policy on her life to insure the repayment of the Loan.

No Assignment

12. This Agreement shall remain a personal obligation by Julie and shall not be assignable by her to any person or corporation whatsoever.

Amendment

13. This Agreement may be amended by the mutual consent of the parties in writing.

Entire Agreement

14. This Agreement shall constitute the entire agreement between the parties and shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, successors and assigns.

Governing Law

15. This Agreement shall be governed by and be interpreted in accordance with all laws and regulations of the Province of Ontario and Canada and shall be treated in all respects as an Ontario contract. Should a conflict arise between the provisions of this Agreement and any such laws or regulations, this Agreement shall be deemed to be amended in the manner and to the extent required to bring it into compliance with such laws or regulations. The City and Julie specifically submit and attorn to the exclusive jurisdiction of the Courts of Ontario.

Ratification

16. This Agreement is not effective until ratified by the Council of The Corporation of the City of Cornwall.

Independent Legal Advice

17. Julie acknowledges having received independent legal advice prior to executing this Agreement.

Service of Documents

18. Any document to be served by one party on the other may be done in person, by facsimile or by registered mail. Service in person or by facsimile will be deemed to be on the date shown on the document and service by registered mail shall be deemed on the date two days after the date of mailing.

19. All correspondence to the City shall be addressed as follows:

The Corporation of the City of Cornwall
360 Pitt Street, PO Box 877
Cornwall, Ontario | K6H 5T9
Attention: City Clerk
Phone: (613) 930-2787 ext 2219
Facsimile (613) 932-8145

20. All correspondence addressed to Julie shall be forwarded to:

Julie Crevier
89 Centre Street
Alexandria, ON | K0C 1A0
Phone: 613-577-4953
Email: jcrev102@uottawa.ca

IN WITNESS THEREOF the parties have set their hand(s) and seal(s) this _____ of January, 2020.

THE CORPORATION OF THE CITY OF CORNWALL

BERNADETTE CLEMENT, Mayor

MANON LEVESQUE, Deputy City Clerk

We have authority to bind the Corporation.

JULIE CREVIER – Medical Student

Witness