

Bill No. 294  
2018

By-law No. A.-\_\_\_\_\_

A by-law to approve the Transfer Payment Agreement for the GreenON Social Housing Program with the Housing Services Corporation; to authorize the Mayor and the City Clerk to execute the agreement; to authorize the Managing Director of Housing, Social Services and Dearness Home to execute any documents and reports in furtherance of this Agreement; and to authorize the Managing Director of Housing, Social Services and Dearness Home to execute the GreenON Social Housing Program Housing Provider Contribution Agreement.

WHEREAS section 2 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that municipalities are created by the Province of Ontario to be responsible and accountable governments with respect to matters within their jurisdiction and each municipality is given powers and duties under this Act and many other Acts for the purpose of providing good government with respect to those matters;

WHEREAS subsection 5(3) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001* 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 section 10 of the *Municipal Act, 2001* provides that the City may provide any service or thing that the City considers necessary or desirable for the public, and may pass by-laws respecting same, and respecting economic, social and environmental well-being of the City, and the health, safety and well-being of persons;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Transfer Payment Agreement substantially in the form attached as Schedule 1 to this by-law and satisfactory to the City Solicitor, between the Housing Services Corporation and the Corporation of the City of London, is hereby approved.
2. The Mayor and City Clerk are authorized to execute the agreement approved in section 1 above substantially in the form attached to this by-law.
3. The Managing Director of Housing, Social Services and Dearness Home or their designate be delegated the authority to execute any documents and reports in furtherance of this Agreement as required.
4. The GreenON Social Housing Program Housing Provider Contribution Agreement satisfactory to the City Solicitor, between the Corporation of the City of London and the Housing Provider, is hereby approved.
5. The Managing Director of Housing, Social Services and Dearness Home or their designate be delegated the authority to execute the Housing Provider Contribution Agreement approved in section 4, above.
6. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on June 26, 2018.

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

First Reading – June 26, 2018  
Second Reading – June 26, 2018  
Third Reading – June 26, 2018

Schedule 1

**ONTARIO TRANSFER PAYMENT AGREEMENT**  
for the GreenON Social Housing program

**THE AGREEMENT**, effective as of April 24, 2018 (the  
“**Effective Date**”), **B E T W E E N**:

**Housing Services  
Corporation**

(“**HSC**”)

- and -

**Corporation of the City of  
London**

(the “**Service Manager**”)

**BACKGROUND**

The Service Manager intends to participate in the GreenON Social Housing program (the “Program”), more particularly described in Schedule C.

HSC wishes to provide Funds to the Service Manager for the Program.

**CONSIDERATION**

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, HSC and the Service Manager (the “**Parties**”) agree as follows:

**ENTIRE AGREEMENT**

This agreement (the “**Agreement**”),

including: Schedule “A” - General Terms

and Conditions

Schedule “B” - Program Specific Information and Additional

Provisions Schedule “C” - Program Description and

Timelines

Schedule “D” - Budget

Schedule “E” -

Payment Plan

Schedule “F” -

Reporting

Schedule “G” - Program Delivery and Fiscal Plan (PDFP)

any amending agreement entered into as provided for below, constitutes the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

**COUNTERPARTS AND TRANSMISSION**

The Agreement may be executed in any number of counterparts, each of which will be deemed an original and each of which may be delivered by email, but all of which together will constitute one and the same instrument.

This Agreement may be validly executed and delivered by means of transmission of signed facsimile or by email transmission of an electronically scanned original signature (such as PDF format).

**AMENDING THE AGREEMENT**

The Agreement may only be amended by a written agreement duly executed by the Parties.

**ACKNOWLEDGEMENT**

The Service Manager:

- (a) acknowledges that it has read and understands the provisions contained in the entire Agreement; and
- (b) agrees to be bound by the terms and conditions contained in the entire Agreement.

**IN WITNESS WHEREOF**, the Parties have executed the Agreement on the dates set out below.

<b>Housing Services Corporation</b>	
Name:	Howie Wong
Title:	CEO
Date:	April 24, 2018
	Authorizing Signing Officer

<b>Corporation of the City of London</b>		
Name:		
Title:		
Date:		
	Authorizing Signing Officer	Authorizing Signing Officer