

Bill No. 391
2021

By-law No. A.-_____

A by-law to approve the Ontario Transfer Payment Amending Agreement for the Canada-Ontario Community Housing Initiative (CHOCI) and the Ontario Priorities Housing Initiative (OPHI) with the Ministry of Municipal Affairs and Housing.

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 Ontario Transfer Payment Amending Agreement substantially in the form attached as Schedule "A" to this by-law and satisfactory to the City Solicitor, between Her Majesty the Queen in the Right of Ontario as represented by the Ministry of Municipal Affairs and Housing and The Corporation of the City of London is approved.
2. The Mayor and City Clerk are authorized to execute the agreement approved in section 1 above.
3. The Deputy City Manager, Planning and Economic Development or their written designate, are severally delegated the authority to authorize and approve such further and other documents, including an Investment Plan, and including agreements, that may be required in furtherance of the Agreement approved in paragraph 1 above that are consistent with the requirements contained in that Agreement, and that do not require additional funding or are provided for in the City's current budget, and that do not increase the indebtedness or contingent liabilities of The Corporation of the City of London, subject to prior review and approval by the Deputy City Manager, Planning and Economic Development and the City Solicitor.
4. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council September 14, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First reading – September 14, 2021
Second reading – September 14, 2021
Third reading – September 14, 2021

AMENDING AGREEMENT

Ontario Transfer Payment Amending Agreement

This Amending Agreement is effective as of the ___ day of _____, 2021

B E T W E E N :

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the
Minister of Municipal Affairs and Housing**

(the "**Minister**")

- and -

CORPORATION OF THE CITY OF LONDON

(the "**Service Manager**")

BACKGROUND

1. The Minister entered into an Ontario Transfer Payment Agreement for COCHI/OPHI with the Service Manager, named in the agreement as "Corporation of the City of London", effective as of August 13, 2019 (the "**Agreement**").
2. The Minister wishes to allocate additional COCHI funding of \$465,300 to the Service Manager for fiscal year 2021-2022.
3. Schedule B of the CMHC-Ontario Bilateral Agreement under the 2017 National Housing Strategy speaks to the use of COCHI funding to protect, regenerate and expand Social Housing and Community Housing having regard to regional needs and priorities.
4. The Parties wish to amend the Agreement in the manner set out in this Amending Agreement to increase the Maximum Funds set out in Schedule B of the Agreement.

IN CONSIDERATION of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Capitalized terms used but not defined in this amending agreement (the "**Amending Agreement**") have the meanings ascribed to them in the Agreement.

2. Schedule "B" of the Agreement is amended to reflect that the Maximum Funds in respect of the Canada-Ontario Community Housing Initiative are \$4,580,659.
3. This Amending Agreement shall be effective as of the date set out at the top of this Amending Agreement.
4. Except for the amendments provided for in this Amending Agreement, all provisions in the Agreement shall remain in full force and effect.

The Parties have executed this Amending Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Municipal Affairs and
Housing**

Name: _____ Date _____
Title:

CORPORATION OF THE CITY OF LONDON

Name: _____ Date _____
Title:

Name: _____ Date _____
Title:

I/We have authority to bind the Service Manager.