

ONTARIO TRANSFER PAYMENT AMENDING AGREEMENT

for COCHI/OPHI

This Amending Agreement No.1 effective as of the ____ day of _____, 2019

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**

(“Minister”)

- and -

Corporation of the County of Grey

(“Service Manager”)

BACKGROUND

1. The Minister and the Service Manager entered into an Ontario Transfer Payment Agreement for COCHI/OPHI effective as of August 29, 2019 (the “**Agreement**”).
2. The Minister wishes to re-allocate COCHI funding to the Service Manager for fiscal year 2019-2020 for the creation of affordable housing units as part of the Odawa Heights Project, located at 2239 8th Avenue East, Owen Sound.
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 Amending Agreement No.1.

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 No.1 (the “**Amending Agreement No.1**”) 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 \$4,848,238.

3. Appendix C-2 of Schedule “C” of the Agreement is amended as follows:

(i) Section 1.1 is amended by adding the following definition:

“**Odawa Heights Project**” means the Odawa Heights project proposed by Owen Sound Housing Company Limited to create 33 affordable housing units using COCHI Capital Funds, located at 2239 8th Avenue East, Owen Sound.

(ii) The following Article is added after Article 10:

11. ODAWA HEIGHTS PROJECT

11.1 The following provisions of Appendix C-2 do not apply in respect of the Odawa Heights Project: section 1.1; Article 2; Article 3; Article 4; Article 5; Article 6; Article 7; Article 8; Article 10.

11.2 Subject to sections 11.3 to 11.5, the Odawa Heights Project shall be carried out in accordance with the provisions of Appendix D-1 (Rental Housing Component) and its Sub-Appendices, and in accordance with the provisions of Schedule “G” (Program Guidelines) that relate to the Rental Housing Component.

11.3 Appendix D-1 (Rental Housing Component), and the provisions of Schedule “G” (Program Guidelines) that relate to the Rental Housing Component, shall apply to the Odawa Heights Project with appropriate modifications to reflect that the Odawa Heights Project is funded using COCHI Capital Funds.

11.4 For the purposes of the Odawa Heights Project, the Service Manager shall amend the forms in Sub-Appendices D-1A, D-1B, and D-1D by deleting the phrase “OPHI Rental Housing Component” wherever it appears and replacing it with “COCHI Capital Component”.

11.5 Despite section 4.2 of Schedule A of the Agreement, the Minister may advance COCHI Capital Funds in respect of the Odawa Heights Project up to four years after the date the Contribution Agreement is signed.

4. Amending Agreement No.1 shall be effective as of the date set out at the top of the Amending Agreement No.1.

5. Except for the amendments provided for in Amending Agreement No.1, all provisions in the Agreement shall remain in full force and effect.

The Parties have executed this Amending Agreement No.1 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:

Title:

Date

Corporation of the County of Grey

Name:

Title:

Date

Name:

Title:

Date:

I/We have authority to bind the Recipient.