



# CALL FOR APPLICATIONS MULTI-UNIT RESIDENTIAL ACQUISITION PILOT PROGRAM

April 7, 2026



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## 1.0 Opportunity Overview

### 1.1 Introduction

The Multi-Residential Acquisition Pilot Program (MURA) is intended to help support the acquisition of eligible market rental buildings and/or units for affordable housing by Eligible Affordable Housing Provider(s)<sup>1</sup>, to protect long-term affordable rental housing.

MURA is City of Waterloo Housing Accelerator Initiative No. 5. The program was approved by Council on September 8, 2025, and a copy is attached as Attachment 1: Multi-Unit Residential Acquisition Pilot Program. Applicants should refer to this attachment for eligibility requirements and definitions.

The City of Waterloo has received funding through the Housing Accelerator Fund (HAF) (“Grant Funding”) to support the development and implementation of MURA to meet the following objectives:

- Eligible affordable housing providers to acquire eligible market rental buildings and/or units.
- Preserve existing rental housing, within the City of Waterloo, including Naturally Occurring Affordable Housing.
- Improve housing stability for current and future tenants.
- Improve the physical conditions of the building(s).
- Ensure the long-term financial sustainability of rental buildings/units.
- Provide the opportunity to add additional affordable rental units within the property.

These objectives are described in further detail in Section 2. Application Requirements.

### 1.2 Invitation

The City of Waterloo (“City”) invites Applications from Eligible Affordable Housing Provider(s) (“Applicants”) for funding to support their acquisition of eligible market rental buildings and/or units for affordable housing to protect long-term affordable rental housing.

The available Grant Funding is \$2.5 million. Through this Application process, the City intends to identify two or more Applicants with whom it will enter into negotiations to finalize the City’s MURA Grant Contribution Agreement, in the form as attached as Schedule 2: Grant Contribution Funding Agreement (“Agreement”). Once signed the Agreement will be registered by the City, against the title of the applicable properties.



This Call for Applications process is not being undertaken pursuant to the City's Purchasing By-Law 2025-083 or any subsequent purchasing by-laws. The Call for Applications and all attachments, addenda and documents incorporated by reference, constitute the "Call Documents".

## 2.0 Application Requirements

The following section is to function as 'guide' to Applicants to ensure that their response to this Call for Applications is deemed complete and can move forward for. This 'guide' should be considered as the minimum and does not preclude the Applicant submitting additional information to assist with the evaluation. **The Applicant should still satisfy themselves that specifically Section 5.0 of MURA (Attachment 1) have been satisfactorily addressed within their response.**

### 2.1 Minimum Eligibility Requirements

The following are the minimum eligibility requirements for an Application to be considered:

- 2.1.1 Applicant must be an incorporated Not-For-Profit organization, such as an affordable housing provider, housing co-operative or community land trust.
- 2.1.2 The property(ies) must be located within the geography boundary of the City of Waterloo;
- 2.1.3 The submission of one application for grant funding per municipal property. Noting that if a development is comprised of multiple municipal addresses, one application is acceptable.
- 2.1.4 Applicants must have a signed accepted Offer to Purchase and Sale Agreement for the property(ies), which may be subject to conditions, including financing.
- 2.1.5 The property(ies) must contain a minimum of one (1) building. All buildings must be operated as rental and contain a minimum of six (6) dwelling units of eligible housing types (Townhouse Buildings; Stacked Townhouse Buildings; Multi-Unit Residential Buildings; Apartment Buildings; Lodging House) but cannot be units within a Condominium in accordance with the Condominium Act.
- 2.1.6 At a minimum 30% of the existing residential units within the project must be affordable rental housing where said units have rents excluding all utilities, set at or less than 80% of CMHC's Average Market Rent in the City of Waterloo market area at the time of Application.



### 2.1.7 Applications must comply with the requirements of Section 2.5 Application Format and Content.

Applicants who do not meet the minimum eligibility requirements will not be considered further nor will they be eligible for any reimbursement of technical due diligence costs completed for the submission of the application.

## 2.2 Application Timeline

The following are important dates related to the overall process:

| Activity                                | Date           |
|-----------------------------------------|----------------|
| Issue Date of the Call for Applications | April 7, 2026  |
| Deadline for Questions                  | April 30, 2026 |
| Responses to Questions                  | May 12, 2026   |
| Application Deadline                    | June 8, 2026   |

The City may amend the above timetable, at its sole discretion, at any time.

## 2.3 Application Submission Instructions

2.3.1 ELECTRONIC APPLICATIONS ONLY, shall be uploaded to the City's FTP Site. Hardcopy Applications are not permitted.

2.3.2 In order to gain access to the City's FTP Site, Applicant's are required to acknowledge their intent to submit by completing the Notice of Intent to Submit (Attachment 3 to this Call for Applications) and submitting it via email to [procurement@waterloo.ca](mailto:procurement@waterloo.ca).

2.3.3 Upon receipt of the required Notice of Intent to Submit, the City will provide instructions to access the City's FTP site which will enable Applicants to upload their Applications prior to the Application Deadline.

2.3.4 Applicants are cautioned that the timing of their Application is based on when the Application is RECEIVED by the City. Uploading Applications can be delayed due to file transfer size, transmission speed, etc. It is recommended that Applicants allow sufficient time to complete their Application and to resolve any issues that may arise.

2.3.5 Applications in response to this Call for Applications should be received before the Application Deadline.



- 2.3.6 The City reserves the right, but is not obligated to disqualify Applications that are submitted after the Application Deadline. The City anticipates locking its FTP site not more than 24 hours after the Application Deadline; once locked, the FTP site can no longer accept Applications and no further Applications will be submitted. Applicants are solely responsible for the timing of delivery of their Applications.

## 2.4 Applicant Consortium

The City will accept Applications from a consortium provided the lead Applicant in the consortium is an Eligible Affordable Housing Provider. If an Applicant proposes to operate through a consortium, a full explanation of the arrangement between the members **must be provided**. In such cases:

- 2.4.1 The Application should clearly identify the primary Applicant and all parties responsible for the performance of the requirements;
- 2.4.2 All members of the consortium must sign all documentation and forms required in response to the Call Documents;
- 2.4.3 All members of the consortium will be required to sign any written contract that may be negotiated as part of this Call for Applications;
- 2.4.4 The City reserves the right to request any documentation supporting the constitution or operation of the consortium; and
- 2.4.5 The City may deal only with the primary Applicant in respect of all matters relating to the Application (subject to the City's right to deal with other members of the consortium in its unfettered discretion).

## 2.5 Application Format and Content

The City has established six (6) categories of requirements for Applications submitted:

- Part 1 – Applicant Cover Letter and Declaration
- Part 2 – Applicant Qualifications
- Part 3 – Property, Due Diligence and Project Overview, including Agreement of Purchase and Sale
- Part 4 – Depth of Affordability
- Part 5 – Financial Viability of Project
- Part 6 – Project Timelines



Each Application should include all of the categories of requirements listed under each part below. The review team will review all Applications based on the criteria set out in these Call Documents in addition to any other criteria the City deems appropriate. The review may consider criteria not set out herein at the City's unencumbered discretion.

Section 6.0 of Attachment 1: Multi-Unit Residential Pilot Program outlines additional key considerations and preferences that will be used during the review process.

The City shall not consider Applications received from parties with whom the City is in litigation, or arbitration, including matters commenced by the party before administrative tribunals such as the Ontario Land Tribunal (OLT) and Assessment Review Board, unless approval allowing such consideration is obtained by the Applicant from the Council of the City.

### ***Part 1 – Applicant Cover Letter and Declaration***

The Applicant should provide a cover letter summarizing all information and materials and must include a completed Declaration in the form included as Attachment 4.

### ***Part 2 – Applicant Qualifications***

Applicants are to provide:

- Resume describing a brief overview of the Applicant, including, but not limited to the Applicant's purpose, details all prior relevant experience with property acquisition and development, management of rental housing, experience working with priority groups and affordable rental housing.
- In the event of consortium, a copy of the Agreement between primary Applicant and all parties responsible for the performance of the requirements.
- Specific details of role/responsibilities and experience of all organizational members and/or qualified consultants who will be engaged in the managing and delivery of the project.
- Examples of similar projects and any other experience in developing and/or managing affordable housing projects, including at a minimum address, minimum number and type of residential units, number of bedrooms, average monthly rent.
- A corporation profile report, listing all the directors and officers of the corporation.
- Proof of incorporation.
- Solicitor's certificate that there is no ongoing or pending litigation or related entity or any liens against the Not-for-Profit provider.
- Details on any outstanding Building Orders and Lodging House Licensing status (for multi-tenant houses etc.



- Audited Financial Statement prepared by a qualified person proving the organization has financial capacity or a plan to secure the necessary capital funding and financing to complete the purchase of the property. This may include the amount of the MURA Grant funding being requested within their financial plans.
- Demonstrate the ability to meet the affordability requirements of MURA which could include a summary of previous projects that illustrate experience, understanding and capability with such information as the annual financial breakdown of revenues (rent) and expenses (operational/capital).

### ***Part 3 – Property, Due Diligence and Project Overview***

The Applicant must provide an overview of the project and include, at a minimum, the following information:

- a) Property Details:
  - a. Municipal Address of the property.
  - b. Legal description of the property or Reference Plan (draft or deposited) of the property.
  - c. Official Plan designation and Zoning information.
- b) Agreement of Purchase and Sale:
  - a. Copy of the signed Agreement of Purchase and Sale.
  - b. Confirmation whether or not there is a willingness of the owner to extend the Agreement to meet the timelines of the Call for Applications.
- c) Due Diligence
  - a. If you are requesting a grant contribution for additional professional services undertaken (up to \$10,000 per Application) to evaluate the property under contract, provide an overview of:
    - i. The professional services retained.
    - ii. The cost of such professional fees supported by an invoice; and
    - iii. copies of all site-specific due diligence materials completed.
- d) Funding Details
  - a. The amount of grant contribution being requested for the acquisition of existing rental housing property.
  - b. The source and amount of other funding that has been applied for and/or received or you intend to apply for.



e) Project Overview

a. **Existing Conditions**

Provide a detailed summary of the proposed project including, at a minimum, the following:

- If, available, preliminary site plan that illustrates existing buildings, landscape features, amenity spaces, access, and parking.
- If, available, building plans and unit layout.
- The total number of existing housing units to be acquired, the size of units, number of bedrooms and other relevant information.

b. **Proposed Development, if applicable**

A detailed summary of the proposed project including, at a minimum, the following:

- Preliminary site plan that illustrates proposed and existing buildings, landscape features, amenity spaces, access, and parking etc.
- If, available, preliminary building plans and unit layout.
- The total number of additional proposed housing units, the size of units, number of bedrooms, breakdown between affordable and market housing and other relevant information.
  - Identification of opportunities and constraints of proposed development
  - Identification of Planning Act approvals that maybe required.
  - Potential timelines for approvals.

f) Tenant Acquisition Approach

The MURA Pilot Program has identified Priority Groups for consideration when securing tenants for vacant and future additional residential units as an important objective of the program.

The MURA Pilot Program has identified RECONCILIATION, EQUITY, ACCESSIBILITY, DIVERSITY AND INCLUSION (READI) as an opportunity when securing tenants for vacant and future residential units.

Please describe in detail your communication strategy, approach and what groups would be the focus in securing future tenants.

g) Additional Plans (where applicable)

- a. **Property Management and Operation Plan** be provided to describe the proposed tenant selection process and if any, support services that may be provided.
  - b. **Construction Management Plan** be provided where the existing buildings are occupied and the buildings require renovation/repairs that may affect the tenants day to day use of their units for the duration of the work.
  - c. **Tenant Management and Relocation Plan** be provided where the existing buildings are occupied and renovations are required that require the tenants to be relocated during the renovation. The Plan is to address for the duration of the work for existing tenants that: demonstrates how communication is to be addressed, the proposed scope of work, the period of disruption, the units affected, a relocation plan of existing tenants and future rents to be applied, in accordance with the Residential Tenancies Act, 2006, S.O. 2006, c17.
  - d. **Neighbourhood Engagement Plan** be provided to inform the existing tenants of your approach and communication strategy to rental management, updating on renovations/constructions schedules or other management/tenant relations
- h) VISITABLE - The MURA Pilot Program has identified VISITABLE as an opportunity to consider if modifying existing residential units or when designing future residential units.

#### Part 4 – Depth of Affordability

MURA requires that a minimum 30% of the rental units are set at or below 80 percent of Canada Mortgage and Housing Corporation’s (CMHC) Average Market Rent excluding all utilities, by bedroom type, in the regional market area, for a minimum of 25 years.

Private Row (Townhouse) and Apartment Average Rents - Kitchener-Waterloo-Cambridge CMA

| Unit Type       | Row<br>(Townhouse)<br>Average Rent<br>October 2025 | Row<br>(Townhouse)<br>80% Average<br>Monthly Rent<br>October 2025 | Apartment<br>Average Rent<br>October 2025 | Apartment 80%<br>Average Monthly<br>Rent<br>October 2025 |
|-----------------|----------------------------------------------------|-------------------------------------------------------------------|-------------------------------------------|----------------------------------------------------------|
| Studio          | Not Available                                      | Not Available                                                     | \$1,261                                   | \$1,009                                                  |
| One Bedroom     | \$1,572                                            | \$1,258                                                           | \$1,545                                   | \$1,236                                                  |
| Two Bedroom     | \$1,517                                            | \$1,214                                                           | \$1,832                                   | \$1,466                                                  |
| Three Bedroom + | \$1,671                                            | \$1,337                                                           | \$1,990                                   | \$1,592                                                  |

Source: 2025 Rental Market Survey (CMHC)



A higher evaluation score can be achieved where the minimum period of affordability is 40 years and not 25 years.

Please provide existing rents per unit based on unit number and unit type. Identify inclusions and exclusions from the monthly rent.

Please provide the forecasted rents per unit based on unit number and type. Identify inclusions and exclusions.

### ***Part 5 – Financial Viability of Project***

Provide a detailed Project Proforma that demonstrates the viability of the project. This should include the land acquisition costs, financing costs and proposed capital and operating budgets. Where additional rental units may be proposed, a detailed budget related to approvals, construction and operating costs be included.

Provide the two most recent audited financial statements. If not available, please provide additional financial information to substantiate or establish liquidity and debt management.

Please provide specific details of any equity to be contributed by the housing provider.

Please provide specific details of other sources of funding, including government funding.

### ***Part 6 – Project Timeline and Key Milestones***

Describe the applicable proposed timelines for the project and identify key milestones related to:

- Acquire the property and if any maintenance/refurbishment is to be undertaken.
- Undertake any renovation of any units and estimated timeline.
- Undertake the approvals process and construction to provide for additional rental units.

## **3.0 Amendments to Call Documents**

Questions in relation to these Call documents document will be accepted via the following email address: [procurement@waterloo.ca](mailto:procurement@waterloo.ca) until the date as specified in the timetable above. The City is not responsible if an Applicant's inquiry does not reach the City by the inquiry deadline date. If a question is received later than the inquiry deadline date, the City may respond, but it is not obligated to provide a response.



Questions will be answered in the form of an addendum. Any further documents, including addenda, will be circulated through placement on the City's FTP site. Although the City intends to provide notification to Applicants by email that documents or addenda have been added to the site, such email notification is a courtesy only and Applicants are solely responsible to ensure that they review all documents placed on the FTP site.

The City will not expressly disclose the source of any questions that it receives, but Applicants should be aware that the City cannot guarantee confidentiality where the nature of a question could reveal the identity of the source. Questions and the City's responses will be shared with all parties via the FTP site.

## 4.0 Review and Selection Process

The City will undertake a completeness review of Applications for responsiveness. This review will focus on determining whether or not Applications are complete based on the Call for Applications requirements. Completeness of Applications will be determined by the City at its sole and absolute discretion. If an Application fails to satisfy the City's determination of completeness, the City may, but is under no obligation to, issue a rectification notice identifying the deficiencies and providing the Applicant an opportunity to rectify the deficiencies within a rectification period as defined by the City. If the Applicant is unable to satisfy the deficiencies within the rectification period, the Application will not be considered further.

The City will establish a review team for the purpose of reviewing Applications. The evaluation criteria and weightings that will be applied when reviewing Applications in response to this Call for Applications are as follows:

| <b>Evaluation Criteria</b>                       | <b>Evaluation Weighting</b> |
|--------------------------------------------------|-----------------------------|
| Applicant Qualifications                         | 10%                         |
| Priority Groups and READI                        | 10%                         |
| Visitable Housing                                | 5%                          |
| Protection of Existing Affordable Housing Supply | 20%                         |
| Due Diligence                                    | 5%                          |
| Project Budgets and Financial Resources          | 15%                         |
| Depth and Duration of Affordability              | 20%                         |
| Expansion of Affordable Housing Supply           | 15%                         |

The City reserves the right to consider as part of its evaluation:

- Information provided in the Application itself;
- Information provided in response to enquiries of credit and industry references;



- Information received in response to enquiries made by the City of third parties in relation to the reputation, reliability, experience and capabilities of the Applicant; and
- Any other criteria, which the City deems relevant, whether or not disclosed in this Call for Applications.

Any Applicant which fails to achieve a score of 65 will be disqualified and will not be eligible for any Grant Funding. Applicants which meet or exceed a score of 65 may be selected by the City to enter into negotiations to receive grant funding. If no Applicant achieves a score of 65, the City reserves the right to adjust the minimum qualifying score.

Grant Funding available to any Applicant will be determined solely by the City. Applicant's should not assume that they will be provided the full amount of funding requested in their Application.

The City may enter into Grant Contribution Agreements with more than one Applicant, based on overall best value, capabilities and available Grant Funding.

The City may proceed to negotiate with any number of Applicants in order of evaluation score, at the same or sequentially, at its election, until Grant Contribution Agreements have been finalized for all available Grant Funding.

The commencement of negotiations does not commit the City to accept all or any of the terms of any Application. The City may at its sole discretion, impose time limits or other constraints on negotiations with an Applicant.

Negotiations may be terminated by the City at any time. The City reserves the right to reject, in whole or in part, any or all Applications or elect to cancel the Call for Application process and not enter into negotiations or a contract with any or all Applicants.

#### 4.1 Confidential Applicant Meetings

The review team may, in its sole discretion, invite one or more Applicants to provide a presentation and/or participate in a question-and-answer session regarding submitted Applications. Questions may relate to:

- Project clarification; and
- Other matters included in the Application, if any.



## 4.2 Execution of Contract

The successful Applicants shall deliver to the City signed copies of the executed Agreement and any deliverables defined during the negotiation process.

Funding shall be paid in accordance with the terms of the negotiated Agreement.

The recommended Applicant's failure to meet any of the conditions of the Agreement may result in the City terminating the Agreement.

In such cases, the City may elect to negotiate with any other Applicant or Applicants or cancel this Application process in its entirety.

## 4.3 Prohibited Contacts and Lobbying Prohibition

Except in the course of authorized negotiations or as otherwise provided herein, Applicants and their respective advisors, employees or representatives shall not contact or attempt to contact, either directly or indirectly, at any time during this process, any of the following persons or organizations on matters related to the process, the Call for Applications Documents or Applications:

- 1.1 Any member of the City's review team;
- 1.2 Any employee or representative of the City;
- 1.3 The Mayor of the City of Waterloo; or
- 1.4 Any member of City of Waterloo Council.

## 4.4 Media Release, Public Announcements, Public Disclosures

Applicants shall not issue or make any statements or news releases concerning their Application, this process, the City's evaluation of the Applications or the City's distribution of Grant Funding or cancellation of this process without the express written consent of the City.

## 4.5 Public Acknowledgement of Funds

The Applicant shall ensure appropriate acknowledgement of any contributions made by CMHC, the Government of Canada and the City, in accordance with the guidelines and instructions provided by the City to the Applicant, in all communication activities referring to the Project. The Applicant shall notify the City in advance of all communication activities, including media and fundraising events, publications, advertising and press releases.



The Applicant agrees to display such signs, plaques or symbols as one or more of the three levels of government may provide in such locations on its premises as the City may designate.

#### 4.6 Requests for Clarification

The City may contact any one or more Applicants to request clarification or further information without any obligation to contact other Applicants. Such additional clarification shall be provided promptly by the Applicants to the City. The City may, but is not obligated to, amend or revise the Application based on the clarification or further information.

#### 4.7 Liability

The City is not liable to pay any costs or expenses of any kind whatsoever of any Applicant or to reimburse or compensate an Applicant for costs or expenses of any kind whatsoever in respect of its participation in this process, regardless of the steps taken in the course of the process or the outcome of the process. The Call for Applications process includes subjective judgments and negotiations and, as such, the City may not treat all Applicants equally or identically.

This Call for Applications is not intended to create a bid contract. The liability of the City to any Applicant for loss and damage arising in tort, including negligence or misrepresentation of any nature, or for any breach (including breach of contract) by the City in respect the process shall be limited to the lesser of the sum of Five Hundred Dollars (\$500.00) or the reasonable cost to the Applicant of preparing its Application.

#### 4.8 Disputes

4.8.1 In the event of a dispute arising in connection with this Call for Applications process including, without limitation, a dispute concerning the existence, terms or scope of any contractual obligations or a dispute as to whether the Application of any Applicant was submitted on time or whether a Application is compliant, the City may refer the dispute to a binding arbitration pursuant to the *Arbitration Act, 1991*, as amended, before a single arbitrator. In the event that the City refers the dispute to arbitration, the Applicant agrees that it is bound to arbitrate such dispute with the City. Unless the City shall refer such dispute to binding arbitration, or consents to arbitration, there shall be no arbitration of such dispute.

4.8.2 In the event the City refers a dispute to binding arbitration, the City may give notice of the dispute to one or more of the other Applicants who submitted Applications,



whether or not they may be compliant, each of whom shall be a party to and shall be entitled to participate in the binding arbitration, and each of whom shall be bound by the arbitrator's award, whether or not they participated in the binding arbitration.

- 4.8.3 In the event that the City refers a dispute to binding arbitration, the parties to the arbitration shall exchange brief statements of their respective positions on the dispute, together with all relevant documents.
- 4.8.4 The parties further agree that there shall be no appeal from the arbitrator's award.
- 4.8.5 Any Applicant asserting that a Application of another Applicant is non-compliant shall do so by providing written notice to the City within twenty (20) days of the Application Submission Deadline opening, failing which the Applicant shall be deemed to accept all other Applications as compliant.
- 4.8.6 Any Applicant that disputes the City's determination that its Application is non-compliant shall provide the City with a written notice of dispute within twenty (20) days of the earlier date that it received notice from the City or the date that it otherwise became aware that the City determined its Application was non-compliant. Failure to provide such written notice shall constitute acceptance of the City's determination of non-compliance and shall release the City from any claim or liability following from that determination.

## 4.9 Representation & Warranty

By submitting an Application to the City, the Applicant represents and warrants that its Application is compliant with the terms set out in the Call for Applications documents. The Applicant acknowledges that the City is relying on its representation and warranty. In the event that the Applicant's Application is held by a Court of competent jurisdiction or an arbitrator to be non-compliant with the terms set out in the Call for Applications documents in a proceeding or dispute commenced by another Applicant (the "Claimant"), the Applicant will indemnify the City for any award of damages, howsoever characterized, that are payable to the Claimant as well as for the City's actual legal expense, including all legal fees and disbursements as billed to the City.

## 4.10 Freedom of Information

The Applicant acknowledges that any Application submitted shall become a record belonging to the City and therefore is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended. This statute gives individuals, businesses and other organizations a legal right to request records held by the City, subject



to specific limitations. The Applicant should be aware that it is possible that any records provided to the City, including but not limited to pricing, technical specifications, drawings, plans, audio-visual materials or information about staff, parties to the Application or suppliers could be requested under this law. If the Applicant believes that all or part of the Application should be protected from release, the relevant parts should be clearly marked as confidential. Please note that this will not automatically protect the Application from release, but it will assist the City in making a determination on release if a request is made.

#### 4.11 Conflict of Interest

By submitting an Application, the Applicant represents and warrants that it is not aware of any conflict of interest.



## Attachment 1: Multi-Unit Residential Acquisition Pilot Program

## **ATTACHMENT ONE**

### **Multi-Unit Residential Acquisition Pilot Program (MURA)**

Approved: September 8, 2025



**Title:** Multi-Unit Residential Acquisition Pilot Program (MURA)

**Department:** Integrated Planning & Public Works

**Approval Date:** September 8, 2025

**Revision Date:** N/A

**Author:** Douglas W. Stewart, Senior Policy Planner - Affordable Housing  
Adam Zufferli, Policy Planner

**Attachments:** N/A

**Related Documents/Legislation:** Waterloo Housing Accelerator Fund - Initiative 5

Residential Tenancies Act, 2006, S.O. 2006, c17.

**Key Word(s):** Affordable Housing, Multi-Unit Residential Acquisition, Grant Policy

## **PROGRAM STATEMENT:**

The Multi-Residential Acquisition Pilot Program (MURA) is intended to help support the acquisition of eligible market rental buildings and/or units for affordable housing by Eligible Affordable Housing Provider(s) to protect long-term affordable rental housing.

MURA encourages the evaluation of opportunities to add additional rental units within the property and to identify where repair/renovation is required as part of the acquisition process.

The allocation of available funding is provided through an open and transparent Call for Applications approach.

MURA aligns with the 2023-2026 City's Strategic Plan priorities of Healthy and Resilient Neighbourhoods and Complete Communities, specifically, with the objective of protecting existing long-term affordable rental housing.

## **PURPOSE:**

The City of Waterloo has received funding through the Housing Accelerator Fund (HAF) to support the development and implementation of MURA.

MURA will provide available funding to facilitate Eligible Affordable Housing Provider(s) to:

- Preserve existing rental housing, including Naturally Occurring Affordable Housing,
- Improve housing stability for current and future tenants,
- Improve the physical conditions of the buildings,
- Ensure the long-term financial sustainability of the buildings/units, and
- Opportunity to add additional affordable rental units within the property.

MURA provides a framework for the distribution of available program funds from time to time to qualified and eligible groups through an open and transparent Call for Applications process. MURA sets out the eligibility criteria, evaluation, selection criteria, and processes to distribute funding. MURA relies on an eligible group to secure through an Agreement of Purchase and Sale a property with a condition of purchase subject to securing acceptable funding. MURA supports understanding, transparency, consistency in grant applications, assessment/review, and allocation of available program funds.

## DEFINITIONS:

**Additional Residential Unit(s):** Are physical additions to, or conversions of space within, an existing building that results in a separate, self-contained living space within a building or within a new and separate building. Where the renovation of an existing unit results into two units being created, this would not qualify as an Additional Residential Unit within the MURA Pilot Program.

**Affordable Housing Units:** Rental housing units whereby the rent of a unit, inclusive of all utilities, is set at or below 80 percent of Canada Mortgage and Housing Corporation's (CMHC) Average Market Rent, by bedroom type, in the regional market area, for a minimum of 25 years.

**Average Market Rent:** Calculated annually by the Canada Mortgage and Housing Corporation (CMHC) through its Rental Market Survey. The Average Market Rent captures the average rent charged by private landlords for available units and is calculated for a given Regional Market Area. For Average Market Rent calculations, Waterloo is considered part of the Kitchener-Cambridge-Waterloo Regional Market Area.

**Call for Applications:** The implementation of the Pilot Program may be through a Request for Proposals (RFP) or Request for Expression of Interest (ROI) in accordance with City policies and procedures.

**Chief Administrative Officer (CAO):** The Chief Administrative Officer of the City of Waterloo or their delegate.

**Treasurer:** The Treasurer of the City of Waterloo or their delegate.

**City:** The Corporation of the City of Waterloo.

**Construction Management Plan:** A Plan prepared by the Eligible Affordable Housing Provider outlining their strategy and intent to address construction/renovation matters for the duration of the work that may affect existing tenants.

**Council:** The Council of the Corporation of the City of Waterloo.

**Due Diligence Work:** Technical work undertaken by the Eligible Affordable Housing Provider to assist with the evaluation of building/property under consideration for the response to the Call for Applications prepared by Qualified Persons. Preparation of investigative/opinion reports completed by professionals, such as planning, civil engineering, environmental and building analysis to be completed by a Qualified Person which may include Architect, Engineer(s) Professional Planner.

**Eligible Affordable Housing Provider:** An incorporated Not-For-Profit organization, such as an affordable housing provider, housing co-operative, or community land trust. Notwithstanding the foregoing, an exemption is made where the subject lands are secured under a long-term lease from a Not-For-Profit type of organization (such as but not limited to Canada Mortgage and Housing Corporation, Region of Waterloo, City of Waterloo) for affordable housing purposes.

These entities are subject to acceptance by the City, to ensure that the organization has no part of its income payable to, or otherwise available for, the personal benefit of a member or shareholder thereof.

**Evaluation Committee:** A committee comprised of City staff that will provide recommendations to the Chief Administrative Officer or delegate. The Chief Administrative Officer or delegate shall be responsible for appointing members to the Evaluation Committee. The Committee will be comprised of representatives from and are not limited to: Corporate Services (Financial Planning), Integrated Planning and Public Works (Planning, Engineering Services, Building Standards), Reconciliation, Equity, Accessibility, Diversity and Inclusion (READI) and other staff appointed by the CAO or delegate deemed necessary to review and evaluate proposals in response to the Call for Applications. The Committee will appoint a Chair to be the principal contact, to coordinate meetings and other associated administration functions.

**MURA Grant Contribution Agreement:** An Agreement between the City and the successful Eligible Affordable Housing Provider that outlines the technical and procedural requirements for implementing the MURA Pilot Program, the amount of grant funding awarded and timing milestones for the allocation of grant funding from the City. The agreement is to be registered on title.

**MURA Pilot Program (MURA):** The Multi-Unit Residential Acquisition Pilot Program and related financial grants.

**Naturally Occurring Affordable Housing:** Housing owned and operated as market housing that has a price or rent below the Average Market Rent. This typically includes older rental housing, rent-stabilized housing, and lodging houses.

**Neighbourhood Engagement Plan:** A Plan prepared by the Eligible Affordable Housing Provider to inform existing tenants prior to work being undertaken that outlines their strategy and intent to address occupancy during and after construction/renovation is completed.

**Not-For-Profit:** An organization, where no part of its income is payable, or otherwise, available for personal benefit to a member or shareholder. This includes all types of Not-For-Profit organizations and: includes rental co-operatives that are incorporated with a Not-For-Profit status.

**Priority Groups:** There are 12 groups that Canada Mortgage Housing Corporation (CMHC) defines as priority populations for affordable homes: groups who face a proportionally far greater housing need than the general population. There is also a 13th group, women-led households, and specifically single mothers.

Priority population groups are:

- Women and children fleeing domestic violence,
- Women-led households, especially single mothers,
- Seniors 65+,
- Young adults aged 18-29,
- Indigenous Peoples,
- Racialized people,
- Recent immigrants, especially refugees,
- 2SLGBTQIA+,
- People with physical health or mobility challenges,
- People with developmental disabilities,
- People dealing with mental health and addictions issues,
- Veterans, and
- People experiencing homelessness.

**Property Management and Operation Plan:** A Plan prepared by the Eligible Affordable Housing Provider to outline their intent and strategy to outline how the property would be managed and the day-to-day operations and where additional units are proposed, the process for tenant selection and what supporting services may be provided.

**Subject Property:** The property to which the MURA Funding is to be allocated.

**Tenant Management and Relocation Plan:** When proposed repairs and/or renovations of existing residential units causing existing tenants to be relocated for the duration of the repair and/or renovation, the Eligible Affordable Housing Provider will be required to provide to the satisfaction of the City a plan for the duration of the work for existing tenants that: demonstrates how communication is to be addressed, the proposed scope of work, the period of disruption, the units affected, a relocation plan of existing tenants and future rents to be applied, in accordance with the Residential Tenancies Act, 2006, S.O. 2006, c17.

**VisitAble:** Residential housing units that are desired with basic accessibility features that promote inclusion, adaptability, and ease of use for all residents and visitors, but especially people with disabilities, older adults, and families with strollers. A minimum VisitAble home includes the following three core features:

- A No-Step Entrance - at least one entrance to the residential unit (front, back or rear) is level and free of steps, allowing safe and independent entry for people using mobility devices, such as wheelchairs, walkers, or strollers.
- Clear Internal Circulation - doorways and hallways on the main floor of the unit, wide enough to allow easy navigation by individuals using mobility devices. This ensures barrier-free access throughout primary living areas.
- An Accessible Main-Floor Washroom - a functional bathroom on the main floor of the unit designed to be useable by guests with mobility disabilities. At a minimum, this includes sufficient clearance for a wheelchair or mobility device to enter and maneuver within space.

**Zoning By-law:** The City of Waterloo Zoning By-law 2018-050 or any future successor.

## **SCOPE OF MURA:**

MURA applies to:

- Eligible Affordable Housing Providers that have applied for grant funding through MURA.
- City staff responsible for the delivery and administration of MURA.

## **MURA COMMUNICATION:**

At a minimum, MURA will be communicated by means of:

- Posting MURA on the City of Waterloo website.
- Posting MURA on the City of Waterloo intranet so that it is available to all staff.
- Providing a copy to all staff involved in the delivery and administration of MURA.
- Including the website location for MURA all application information and communications. The Eligible Affordable Housing Provider(s) will be required to indicate on the grant application form that they have reviewed and understood MURA.
- Providing a copy to the Region of Waterloo.

The Eligible Affordable Housing Provider(s) is responsible for seeking out grant application information and ensuring compliance with the Pilot Program and submission deadlines.

## **MURA:**

### **1.0 MURA Considerations**

- 1.1 Grants in accordance with the MURA are intended to assist Eligible Affordable Housing Provider(s) in their acquisition of existing eligible rental buildings and/or units. Grants are intended to assist Eligible Affordable Housing Provider(s) offset a portion of the associated costs related to due diligence evaluation for the acquisition of property and/or units.
- 1.2 MURA is dependent on the availability of approved funding as determined by the Treasurer or delegate.
- 1.3 From time to time the CAO or delegate, after consulting with staff, may interpret MURA without amending.
- 1.4 From time to time, MURA may be subject to further review and amendment.
- 1.5 All Eligible Affordable Housing Providers are encouraged to investigate all programs and sources of funding to supplement any grants awarded through MURA.
- 1.6 The successful Eligible Affordable Housing Provider(s) is required to ensure adherence to a Grant Contribution Agreement and to submit an annual report to the City that demonstrates compliance with that agreement.

## **2.0 MURA Eligibility Criteria**

2.1 The project must meet the following criteria:

- 2.1.1 Located within the geographic boundary of the City of Waterloo.
- 2.1.2 The property must contain one (1) or more existing buildings.
- 2.1.3 The entire building(s) must be operated as rental.
- 2.1.4 At minimum 30% of the existing residential units in the project must be affordable rental housing units where said units have rents, inclusive of all utilities, set at or less than 80% of CMHC's Average Market Rent in the City of Waterloo market area at the time of application submission.
- 2.1.5 The following types of housing, as defined in the City of Waterloo Zoning By-law, are eligible:
  - Townhouse Buildings
  - Stacked Townhouse Buildings
  - Multi-Unit Residential Buildings
  - Apartment Buildings
  - Lodging Houses
- 2.1.6 The property contains a minimum of six (6) dwelling units of eligible housing types.
- 2.1.7 Condominium units in accordance with the Condominium Act are ineligible for MURA.

## **3.0 MURA Eligible Costs**

- 3.1 Grant Funding is restricted to assist with the acquisition of eligible existing rental buildings and/or units:
- The acquisition of a property that complies with the MURA requirements (Section 2.0).

- Preliminary due diligence work associated with the evaluation of the proposed acquisition of a property that complies with MURA requirements (Section 3.2), and/or
- 3.2 For submissions deemed complete by the City in response to the Call for Applications, the City will provide limited repayment of up to \$10,000 excluding HST (receipts required) for the Eligible Affordable Housing Provider(s) to retain qualified persons for preliminary due diligence works/costs to assist the Eligible Affordable Housing Provider(s) in technical work related to assessing the property/building.
- 3.3 Early advancement of a portion of the grant may be provided for due diligence costs during the Due Diligence Period as outlined within the accepted Agreement of Purchase and Sale may include but are not limited to:
  - Preparation of investigative/opinion reports completed by professionals, such as planning, civil engineering, environmental and building analysis.
- 3.4 Acquisition costs may include but are not limited to security deposits and down payments.

### **MURA Ineligible Costs**

- 3.5 Operating expenses (including employee wages, debt payments, losses from the previous fiscal year, etc.).
- Capital costs for the renovation or construction of for-profit housing.
- Costs already approved under previous City grant funding programs.
- Non-residential portions of mixed-use buildings

## **4.0 MURA Implementation**

- 4.1 The City will implement the MURA by issuing a Call for Applications in accordance with available funding allocated through a competitive and transparent process.
- 4.2 The City will issue a Call for Applications from time to time, based on MURA funding availability as determined by the Treasurer or their delegate.

- 4.3 The City will issue at least one (1) Call for Applications.
- 4.4 Prior to the issuance of a Call for Applications the City will provide notice of the intent to issue a Call for Applications.
- 4.5 A Call for Applications issued under MURA will be open for a period of not less than sixty (60) calendar days.
- 4.6 The Treasurer or delegate may establish a minimum and/or maximum grant amount under MURA on a per application/project basis.
- 4.7 A Call for Applications and all associated documents will be posted on the City's website.
- 4.8 The City reserves the right to cancel any Call for Applications issued at any time and would advise Eligible Affordable Housing Provider(s) in writing who have registered for the Call for Applications.
- 4.9 The City may issue a Call for Applications from time to time, where interested Eligible Affordable Housing Provider(s) must register to apply and receive the materials within a defined application consideration window.
- 4.10 All applications received in accordance with a Call for Applications will be addressed with discretion and confidentiality. No additional communications outside of the Call for Applications will be accepted from any parties.

## **5.0 MURA Information required for Call for Applications Submission**

- 5.1 All submissions under MURA must include items specified within Sections 5.2 to 5.16 inclusive. Incomplete, misleading, or false information may render the application/award invalid at the City's sole discretion.

### ***GENERAL***

- 5.2 A cover letter summarizing all information and materials submitted in response to the Call for Applications.

### ***ELIGIBLE AFFORDABLE HOUSING PROVIDER(S) QUALIFICATIONS***

- 5.3 Demonstration of compliance with the eligibility requirements for Eligible Affordable Housing Provider(s) (Section 2.0), generally including a written résumé describing all prior relevant experience with property acquisition,

property development, and management of rental housing, experience working with priority groups and/or affordable rental housing.

5.3.1 Should the Eligible Affordable Housing Provider(s) propose for the delivery of MURA a partner that may not comply with the definition of an Eligible Affordable Housing Provider(s) that is agreeable subject to:

5.3.1.1 The Eligible Affordable Housing Provider(s) shall be identified as the lead proponent and is only eligible to receive MURA funding from the city.

5.3.1.2 Copies of all relevant agreements between the Eligible Affordable Housing Provider(s) and the For-Profit entity/organization, to the satisfaction of the City Solicitor.

5.3.1.3 Full disclosure of any relationship with a for-profit entity/organization.

5.4 Summary description of the Eligible Affordable Housing Provider(s), including:

5.4.1 A corporation profile report, listing all the directors and officers of the corporation.

5.4.2 Proof of incorporation.

5.4.3 If the organization is a partnership, a copy of the partnership agreement or letter/memorandum of understanding and a list of partners.

5.4.4 A solicitor's certificate that there is no ongoing or pending litigation or related entity or any liens or liens against the Eligible Affordable Housing Provider(s).

5.4.5 Which members of the public the organization has served in the past, serves today or intends to serve.

5.4.6 Contact information (for example - email address, phone number).

5.4.7 If applicable, contact information of partners.

5.4.8 Examples of similar projects the Eligible Affordable Housing Provider(s) has been involved in, and any previous project experience in developing and managing affordable rental housing projects.

- 5.4.9 Specific details of role/responsibilities and experience of all organizational team members and/or qualified consultants who will be engaged in managing and the delivery of the project.
- 5.4.10 Details on any outstanding Building Orders and Lodging House Licensing status (for multi-tenant houses), etc.
- 5.4.11 Audited Financial Statement prepared by a qualified person proving the organization has financial capacity or a plan to secure the necessary capital funding and financing to complete the purchase of the property. The Eligible Affordable Housing Provider(s) may include any requested MURA funding in their financial plans.
- 5.4.12 The amount of the grant being requested.
- 5.4.13 Identification of other sources of funding that have been received, applied for or consideration/intent to apply for.
- 5.4.14 Demonstrated ability to meet the Affordability Requirements of MURA which could include a summary of previous projects that illustrate experience, understanding and capability with such information as the annual financial breakdown of revenues (rent) and expenses (operational/capital).
- 5.4.15 Additional information that the Eligible Affordable Housing Provider(s) believes would be helpful.

***SUBJECT PROPERTY***

- 5.5 Executed Agreement of Purchase and Sale including a conditional clause related to receiving acceptable funding in addition to any conditional clause determined by the Notwithstanding the foregoing, an exemption is made where the subject lands are secured under a long-term lease from a Not-For-Profit type of organization (such as but not limited to Canada Mortgage and Housing Corporation, Region of Waterloo, City of Waterloo) for affordable housing purposes
- 5.6 The municipal address of the property.
- 5.7 Reference Plan (deposited or draft) or a legal description acceptable to the Land Registry Office.

## ***DUE DILIGENCE***

- 5.8 If undertaken, copies of all site-specific due diligence materials will be reviewed - including zoning and environmental reviews, municipal servicing analysis, property conditions inspections, fair market value determined through third-party appraisals completed in accordance with applicable industry standards, etc.

## ***PROPOSED PROJECT***

- 5.9 A detailed summary of the proposed project including, at a minimum, the following:
- 5.9.1 If available, preliminary site plan that illustrates existing and proposed buildings, landscape features, amenity spaces, access, and parking.
  - 5.9.2 If available, building plans and unit layout.
  - 5.9.3 The total number of existing housing units to be acquired, identifying the size of units, the number of bedrooms and other relevant information.
  - 5.9.4 The total number of affordable and market housing units to be added through further redevelopment of the property, if applicable, a preliminary site plan, demonstration of conformity and compliance with municipal policies and regulations including, if necessary, identification of future Planning Act applications required, identifying the size of units, the number of bedrooms and other relevant information.
  - 5.9.5 Who the affordable housing units are intended to serve and how the units meet the community need (e.g. unit type, household composition, housing options for equity seeking groups etc.)
  - 5.9.6 For the property, the number of parking spaces provided, the area of amenity space and any other facilities. A reduction in the number of parking spaces required by Zoning By-law may be authorized, with the discretion of the City's Director of Planning.
  - 5.9.7 The rents for the existing and proposed housing units.
  - 5.9.8 A Project summary/overview of estimated budget costs related to the acquisition and development of the property including but not limited to:

5.9.8.1 Land acquisition cost.

5.9.8.2 Proposed capital and operating budgets.

5.9.8.3 Cost of building Additional Residential Units, if applicable.

- 5.9 Property Management and Operation Plan (including proposed tenant selection process and support services, if applicable).
- 5.10 Construction Management Plan if the property is occupied and requires renovations.
- 5.11 Tenant Management and Relocation Plan if the property is occupied and requires renovations.
- 5.12 A Neighbourhood Engagement Plan if the property is occupied and requires renovations.
- 5.13 Preliminary timetable of project including key milestones.

#### ***FINANCIAL VIABILITY***

- 5.14 Evidence, subject to the satisfaction of the Treasurer, of the financial competence and project viability to include:
  - 5.14.1 Two most recent audited financial statements.

If not available, additional financial information to substantiate or establish liquidity and debt management.
  - 5.14.2 Project proforma.
  - 5.14.3 Specific details of any equity to be contributed by the Eligible Affordable Housing Provider.
  - 5.14.4 Specific details of other sources of government funding.

#### ***OTHER INFORMATION***

- 5.15 A letter outlining the work completed and associated costs including all receipts undertaken in the preparation of the Eligible Affordable Housing Provider's response to the Call for Applications in accordance with Pilot Program 3.1.
- 5.16 Additional information can be provided at the discretion of the Eligible Affordable Housing Provider in support of their application.

- 5.17 Other information may be detailed in the Call for Applications, at the discretion of the City of Waterloo.

## **6.0 MURA Call for Applications Evaluation Criteria**

### ***QUALIFICATIONS***

- 6.1 Demonstration that the Eligible Affordable Housing Provider(s) satisfies the eligibility criteria of the MURA (Section 2.0).
- 6.2 Have demonstrated experience with:
- The ownership and/or management of affordable rental housing properties (or a property of a similar nature) and/or have assembled a capable team of partners or consultants with qualified experience.
  - The ability to complete any necessary repairs, upgrades or renovations for the property and maintain the property in a state of good repair.
  - Similar projects within the City of Waterloo or the Region of Waterloo.

### ***PRIORITY GROUPS***

- 6.3 Preference will be provided to proposals which provide Affordable Housing for priority groups.

### ***VISTABLE HOUSING***

- 6.4 Preference will be provided where existing and/or proposed residential units support the principles of VisitAble Housing.

### ***RECONCILIATION, EQUITY, ACCESSIBILITY, DIVERSITY, AND INCLUSION (READI)***

- 6.5 Preference will be provided where existing and/or proposed residential units provide housing for people who are low-income and/or vulnerable to becoming unhoused.
- 6.6 Preference will be given to existing or proposed residential units that align with the principles of Reconciliation, Equity, Accessibility, Diversity, and Inclusion (READI). This might include efforts to advance Indigenous Reconciliation, reduce systemic barriers, ensure physical and social

accessibility, reflect the needs of equity-denied communities, and create inclusive, welcoming living environments.

### ***PROTECTION OF EXISTING AFFORDABLE HOUSING SUPPLY***

- 6.7 Preference will be provided for all existing affordable housing units that propose to maintain affordability of existing affordable units.

### ***DUE DILIGENCE***

- 6.8 Preference will be provided where there has been due diligence completed by qualified persons such as preliminary evaluation of building, site, existing and potential rents, budget/costs, what is necessary to address maintenance matters, if any and potential for adding additional units has been undertaken.

### ***PROJECT BUDGETS AND FINANCIAL RESOURCES***

- 6.9 Preference will be provided to applications which provide detailed project budgets, including:
- 6.9.1 Budget for subject property acquisition.
  - 6.9.2 Estimated budget for annual capital and operating costs.
  - 6.9.3 Estimated budget for construction/renovation costs (if applicable).
- 6.10 All preliminary budgets will be evaluated on completeness, detail, and viability.
- 6.11 The requested amount of MURA funding.
- 6.12 Approximate amount of additional funding request/secured from other sources.
- 6.13 Additional criteria that may be included within the Call for Applications.

### ***DEPTH AND DURATION OF AFFORDABILITY***

- 6.14 The minimum affordability period is 25 years for all housing acquired under the MURA. Proposals for where the Affordable Housing units will be maintained at affordable rents for the lifespan of the building, or for at least 40 years, will receive a higher score.

Throughout the entire duration of the minimum affordability term, the price of an Affordable Housing unit must not exceed 80% of the Average market Rent (AMR) in the Regional Market Area.

#### ***REPAIR/RENOVATION OF AFFORDABLE HOUSING SUPPLY***

- 6.15 Proposals where proposed repair and/or renovation of existing residential units with minimal disruption to existing tenants will receive a higher score.
- 6.16 For proposals where there is proposed repair and/or renovation of existing residential units causing existing tenants to be relocated for the duration of the repair and/or renovation, the Eligible Affordable Housing Provider(s) will be required to provide a Repair/Renovation Strategy to the satisfaction of the City, to provide for the interests/rights of existing tenants.
- 6.17 The Repair/Renovation Strategy shall include at a minimum the following:
  - 6.17.1A communication plan for the proposed work with the tenants including written communications and meetings to be scheduled for the duration of the work.
  - 6.17.2 An outline of the specific rental units affected and the scope of the proposed repair/renovation to be undertaken, the duration of the work to be undertaken, the name and contact information for the impacted rental units and existing monthly rents.
  - 6.17.3 A description of how the existing tenants will be accommodated for alternative housing and compensated in the interim for the duration of the proposed repair/renovation work.
  - 6.17.4 A demonstration that the proposed repair/renovation would be completed in accordance with the Residential Tenancies Act, 2006, S.O. 2006, c17.

#### ***EXPANSION OF AFFORDABLE HOUSING SUPPLY***

- 6.18 In addition to maintaining the existing housing units as Affordable Housing, Eligible Affordable Housing Provider(s) should consider how the building and/or property could be redeveloped to expand the supply of affordable housing. Proposals to expand the total supply of Affordable Housing through the further redevelopment of the property will receive a higher score.

- 6.19 Where there is a potential for redevelopment to add additional affordable rental residential units, a detailed overview of the number/type of units to be added, the municipal approvals necessary and the anticipated timing of the request would be beneficial in the evaluation of the response to the Call for Applications.
- 6.20 Proposals which include the redevelopment of additional Affordable Housing with minimal disruption to existing tenants will receive a higher score.

### ***MURA CALL FOR APPLICATION EVALUATION ALLOCATION***

- 6.21 Proposals will be awarded points based on compliance with MURA and weighting of evaluation points in accordance with Table 1:

**Table 1 - Evaluation Criteria and Weighting - Call for Applications**

| <b>Evaluation Criteria</b>                              | <b>WEIGHTING</b> |
|---------------------------------------------------------|------------------|
| <i>Qualifications</i>                                   | <b>10%</b>       |
| <i>Priority Groups and READI</i>                        | <b>10%</b>       |
| <i>VisitAble Housing</i>                                | <b>5%</b>        |
| <i>Protection of Existing Affordable Housing Supply</i> | <b>20%</b>       |
| <i>Due Diligence</i>                                    | <b>5%</b>        |
| <i>Project Budgets and Financial Resources</i>          | <b>15%</b>       |
| <i>Depth and Duration of Affordability</i>              | <b>20%</b>       |
| <i>Expansion of Affordable Housing Supply</i>           | <b>15%</b>       |
|                                                         | <b>100%</b>      |

### ***MURA ADMINISTRATION***

- 6.22 An Evaluation Committee will be appointed by the CAO or delegate and be comprised of representatives from and not limited to: Corporate Services (Financial Planning), Integrated Planning and Public Works (Planning, Engineering Services, Building Standards), Reconciliation, Equity, Accessibility, Diversity and Inclusion (READI) and other staff appointed by the CAO or delegate deemed necessary to review and evaluate proposals in response to the Call for Applications. The Committee will appoint a Chair to be the principal contact, to coordinate the review and to undertake other administrative functions as required.

- 6.23 The Evaluation Committee will review and evaluate all submissions received through the Call for Applications process.
- 6.24 The Evaluation Committee will provide a written recommendation to the CAO or delegate which will include the rationale for the recommendation and provide a summary of all Call for Applications received which includes their score and comments.
- 6.25 The Evaluation Committee may require the submission of additional clarification/information in writing or schedule interviews with Eligible Affordable Housing Provider(s) who have made a submission in response to Call for Applications.
- Request for additional clarification/information in writing or Interviews will be used to ask clarification questions regarding certain elements of an Eligible Affordable Housing Provider's submission. No added information about a proposal can be provided to the Evaluation Committee during an interview.
- 6.26 All submissions in response to a Call for Applications will be confidential in nature and will not be distributed beyond members of the Evaluation Committee and CAO or delegate.
- 6.27 The Evaluation Committee will review all submissions to the Call for Applications Eligible Affordable Housing Provider(s) will be notified in writing the status of their submission, once CAO or delegate has decided.
- 6.28 The City reserves the right, at the sole discretion of the City, to reject or decline any or all submissions received during the Call for Applications process.

## **7.0 MURA GRANT CONTRIBUTION AGREEMENT AND DISTRIBUTION OF FUNDING**

- 7.1 Eligible Affordable Housing Provider(s) that have received a successful decision in response to the Call for Applications will be required to enter into a MURA Grant Contribution Agreement with the City committing to the acquisition and maintenance of Affordable Housing units, prior to the City issuing any grant money (excluding any pre-acquisition grants earlier provided).
- 7.2 The MURA Grant Contribution Agreement shall define the following items, to the satisfaction of the City:

- 7.2.1 Total amount of MURA funding allocated to the Eligible Affordable Housing Provider(s) and timing of distribution of the funds exclusive of any funds provided in accordance with Section 3.2.
- 7.2.2 Up to 25% of the maximum approved MURA funding contribution from the City may be advanced to assist with Eligible Affordable Housing Provider(s) property pre-acquisition costs exclusive of any funds provided in accordance with Section 3.2.
- 7.2.3 A description of any construction or renovation to be completed and proposed schedule for the completion of such work.
- 7.2.4 Ensuring that properties are brought into conformity with municipal requirements (including the Zoning By-Law), the Ontario Building Code, and any other applicable law.
- 7.2.5 The number of Affordable Housing units to be acquired and preserved, and the number of new housing units (including new Affordable Housing units) to be created on the subject property.
- 7.2.6 The affordability requirements and duration of the affordability period.
- 7.2.7 Identification of other supporting affordable housing funding sources applied for and/or received.
- 7.2.8 The rents of sitting tenants may increase annually by no more than the amount set by the provincial annual rent increase guideline, provided that the price for any unit does not exceed 80% of the Average Market Rent.
- 7.2.9 Eligible Affordable Housing Provider(s) may be required to accept new tenants who are in receipt of (or are eligible for) housing benefits.
- 7.2.10 Throughout the entire duration of the minimum affordability term, the price of an Affordable Housing unit must not exceed 80% of the Average Market Rent (AMR) in the Regional Market Area.
- 7.2.11 A minimum affordability term of 25 years will be required for all the affordable housing units supported under the MURA.
- 7.2.12 Requirements for annual reporting to the City, including verification of rents for Affordable Housing units for the duration of the affordability period and that accessible units are occupied by people with disabilities.

- 7.2.13 Non-compliance terms and processes, and default provisions.
- 7.2.14 Any other terms and conditions as required by the City to ensure that MURA funding is used to support the acquisition and long-term preservation of affordable housing.
- 7.2.15 Funding allocation will be based on the actual project budgets provided to the City through the response to the Call for Applications, up to the maximum per dwelling unit/lodging unit thresholds and overall initial allocation approved for the Eligible Affordable Housing Provider(s).
- 7.3 MURA funding will be provided to Eligible Affordable Housing Provider(s) as a capital grant.
- 7.4 The amount of MURA funding allocated per dwelling unit, and/or per lodging unit will be determined by the Treasurer or delegate, based on available funding, and defined within the Call for Applications.
- 7.5 The MURA Grant Contribution Agreement will be registered on title upon the successful completion of the purchase of the property. The Eligible Affordable Housing Provider(s) will provide a Lawyer Undertaking to the satisfaction of the City to require the registration of the MURA Grant Contribution Agreement immediately upon registration of the Deed transferring the ownership of the property to the Eligible Affordable Housing Provider.
- 7.6 Capital grants will be paid at the time of the City accepting the Lawyer Undertaking and the signing of the MURA Grant Contribution Agreement by all parties or unless otherwise agreed upon by the CAO or delegate.
- 7.7 The City may choose to allocate less than the total amount of funding requested by the Eligible Affordable Housing Provider(s), based on funding availability at the discretion of the CAO or delegate.

#### ***EARLY DISTRIBUTION OF A PORTION OF TOTAL GRANT FUNDING***

- 7.8 At the request of the Eligible Affordable Housing Provider(s), up to 25% of the maximum approved MURA grant funding from the City may be advanced to assist with property pre-acquisition costs as approved by the Treasurer or delegate. Pre-acquisition cost may include due diligence work, property acquisition costs etc.

- 7.8.1 Land acquisition costs include the purchase price for the land and associated provincial taxes. The purchase price for land must be substantiated by independent and qualified market appraisal, to the satisfaction of the City.
- 7.8.2 Development costs include project management consultant fees, municipal approvals fees, and legal fees.
- 7.8.3 Due diligence costs may include any appraisals, building condition assessments, and environmental site assessments that are completed prior to the acquisition and development of the site.
- 7.8.4 Should the Eligible Affordable Housing Provider(s) require more than 25% early advancement of a portion of the funding, a written request with justification would be provided to the city for review and for a decision by the CAO and Treasurer or their delegates.
- 7.9 The City will prepare a MURA Grant Contribution Agreement to implement the MURA, the terms of the commitment and funding allocation.
- 7.10 The Eligible Affordable Housing Provider(s) will be required to enter into a MURA Grant Contribution Agreement with City prior to the distribution of any MURA funding.
- 7.11 The Eligible Affordable Housing Provider(s) is to provide a Lawyer Undertaking acceptable to the City Solicitor to ensure the MURA Grant Contribution Agreement is registered on title after the Eligible Affordable Housing Provider(s) completes the purchase of the property.
- 7.12 The MURA Grant Contribution Agreement will be registered on title upon the Eligible Affordable Housing Provider(s) completing the purchase of the subject property and in accordance with the Lawyer Undertaking.

### **MONITORING AND REPORTING**

- 7.13 The Eligible Affordable Housing Provider(s) will be responsible for providing in writing the previous year's Rent Rolls and any additional information requested by the City.
- 7.14 Staff will monitor annual compliance with MURA by reviewing the Rent Rolls for the duration of the affordability period for the successful MURA grant.

## **8.0 ADDITIONAL MATTERS:**

- 8.1 The City is not responsible for any costs incurred by the Eligible Affordable Housing Provider(s) in relation to MURA, including without limitation, costs incurred in anticipation of a grant or through the application process.
- 8.2 The following will make an Eligible Affordable Housing Provider(s) ineligible for receiving a grant:
  - 8.2.1 Currently in financial arrears or litigation with the City of Waterloo or the Region of Waterloo.
- 8.3 The following may make an Eligible Affordable Housing Provider(s) ineligible for a grant as determined at the discretion of the CAO or delegate:
  - 8.3.1 Non-compliance with legislation, City by-law and/or policy, or active litigation with City, any of its officers, employees, volunteers, or elected officials.
- 8.4 The City may establish penalties for non-compliance with any term or conditions of MURA and may include such penalties in the required Grant Contribution Agreement(s).
- 8.5 Eligible Affordable Housing Provider(s) are encouraged to consider applying to other funding programs to supplement MURA funding, with the goal of providing deeper affordability and improving the financial viability of projects.
- 8.6 The City may, from time-to-time, consult with Eligible Affordable Housing Provider(s) partners to review and modify where necessary MURA.
- 8.6 On an annual basis, or more frequently where appropriate, staff will provide a report to Council on the status of the MURA.

## **9.0 COMPLIANCE**

- 9.1 In cases of MURA violation, the City will investigate and determine appropriate correction action.



## Attachment 2: MURA Grant Contribution Agreement

THIS AGREEMENT made in duplicate this \_\_\_\_\_ day of XXXXXXXXXX, 2026.

BETWEEN:

**THE CORPORATION OF THE CITY OF WATERLOO**

hereinafter called the "City"

-and-

**[NAME OF APPLICANT]**

hereinafter called the "Agency"

**WHEREAS** the Council of the City of Waterloo accepted staff report IPPW2025-048 which established the Multi-Unit Residential Acquisition Pilot Program (MURA), on September 8, 2025. (the "Policy");

**AND WHEREAS** in accordance with the Policy, the City may provide grants to eligible applicants to help support the acquisition of eligible rental buildings and/or units for affordable housing and to support the maintenance of existing Affordable Housing Units to protect long-term affordable rental housing in the City of Waterloo.

**AND WHEREAS** grants under MURA are intended to assist Eligible Affordable Housing Providers with respect to the acquisition of existing buildings to protect and enhance the City's stock of Affordable Housing Units.

**AND WHEREAS** the Agency has entered into an Agreement of Purchase and Sale with the registered owner of the lands municipally known as [insert municipal address] and further described in Schedule "A" (hereinafter called the "Property");

**AND WHEREAS** the City issued a call for applications, pursuant to MURA, and the Agency submitted an application, dated [date of application] in response to same, attached hereto as Schedule "B" (the "Application");

**AND WHEREAS**, further to the Application, the Agency proposes to [brief description of whether the application is to convert units, maintain units, etc.] with Affordable Housing Units, on the Property, as more particularly described in Schedule "C" (the "Project");

**AND WHEREAS**, in accordance with MURA, the City has selected the Agency as a recipient of a one-time capital grant in the amount of **\$XXXXXXXXXX** (hereinafter called the "Capital Grant") to contribute to Eligible Costs, in accordance with the terms of this Agreement;

**AND WHEREAS** the Agency has agreed to use the Capital Grant in accordance with the terms and conditions of this Agreement, and for no other purpose unless agreed to in writing by the City;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the mutual covenants and agreements herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## **1. RECITALS**

The parties acknowledge and agree that the recitals set out above are true and correct.

## **2. DEFINITIONS**

In addition to the definitions set out in the recitals and in any other provision of this Agreement, the following definitions shall apply:

**Affordability Period** - means a period of at least twenty five (25) years following the date on which this Agreement is registered on title to the Property which is the subject of the Application and this Agreement;

**Affordable Housing Units** - means rental housing units whereby the rent of a unit, inclusive of all utilities, is set at or below 80 percent (80%) of Canada Mortgage and Housing Corporation's (CMHC) Average Market Rent, by bedroom type, in the regional market area, for a minimum of 25 years. For purposes of this Agreement, this means rents that are equal to or less than the Rent(s) as set out in Schedule "E";

**Eligible Affordable Housing Provider:** An incorporated Not-For-Profit organization, such as an affordable housing provider, housing co-operative or community land trust where no part of its income is payable to, or otherwise available for, the personal benefit of a member or shareholder thereof, and includes a rental co-op that is incorporated with a not-for-profit status. For greater certainty, Eligible Affordable Housing Provider is deemed to include, but is not limited to:

- (a) a corporation to which the *Not-for-Profit Corporations Act*, 2010 applies, that is in good standing under that Act and whose primary object is to provide housing;

- (b) a corporation without share capital to which the *Canada Not-for-Profit Corporations Act* applies, that is in good standing under that Act and whose primary object is to provide housing;
- (c) a non-profit housing co-operative that is in good standing under the *Co-operative Corporations Act*, R.S.O. 1990, c. C. 35;
- (d) The Corporation of the City of Waterloo;
- (e) The Regional Municipality of Waterloo; and
- (f) The Canadian Mortgage and Housing Corporation.

**Eligible Costs** - means costs related to the acquisition of the Affordable Units and preliminary due diligence work associated with the evaluation of the proposed acquisition that complies with MURA Policy 3.2.

**Long-Term Lease** – means a lease that is twenty-five (25) years or more in duration with an Eligible Affordable Housing Provider, which requires the provision of Affordable Housing Units on the Property;

**Rent(s)** - means the rental rate(s) as permitted for the Affordable Unit(s) of the Project, in accordance with Schedule “E” of this Agreement;

**Works** - means all construction and/or improvements in connection with the provision of Affordable Units as part of the Project.

### 3. TERM

3.1 This Agreement shall commence on the day of execution and, unless otherwise terminated in accordance with the provisions herein, continue to be in force for the entire Affordability Period (the “Term”).

### 4. OBLIGATIONS OF AGENCY

4.1 The Agency agrees, at its sole expense, to:

- (a) Subject to limited rights of reimbursement prescribed by section 4.3 of this Agreement and section 3.2 of the MURA Policy, enter into an Agreement of Purchase and Sale (APS) to acquire the Property and operate the Property with a minimum thirty percent (30%) of Affordable Housing Units for the duration of the Affordability Period in accordance with the requirements of this Agreement, including but not limited to

Schedule "E". In the event that the Property contains greater than thirty percent (30%) of Affordable Housing Units on the date of closing, the Agency explicitly agrees to maintain at least that percentage of Affordable Housing Units for the duration of the Affordability Period.;

- (b) without limiting Paragraph 4.1(a), in relation to the Affordable Housing Units, to charge only the Rents as are permitted in accordance with this Agreement;
- (c) use the Capital Grant funds solely for Eligible Costs;
- (d) obtain all applicable approvals, permits and registrations which may be required by the Agency in order to construct and operate the Project, and comply with the requirements of same;
- (e) Close the purchase of the Property by no later than three (3) months following the date that this agreement is signed by the City of Waterloo or its representatives.
- (f) provide proof of the first occupancy of the Affordable Housing Units within the Project, and proof when occupancy permits have been issued for all Affordable Housing Units within the Project. If there will not be any new occupancies or new units created as a result of MURA funding or this Agreement, proof that all existing occupancies of Affordable Housing Units subject to this agreement have continued undisturbed;
- (g) ensure that the Project is maintained in a good state of repair and fit for habitation to the standard of a prudent owner, and in accordance with all applicable law;
- (h) take all reasonable steps to ensure that all of the Affordable Housing Units of the Project are continuously and only occupied by tenant households that have low to moderate incomes in accordance with the Household Income Eligibility Requirements;
- (i) If the Project requires renovation or reconstruction of any Affordable Housing Units to submit quarterly reports to the City during the course of the construction activities regarding progress of construction of the Affordable Housing Units, until all of the Affordable Housing Units are fully constructed and occupancy of such units has been granted by the City. The Agency shall thereafter submit annual reports throughout the Term of the Agreement, in accordance with Schedules "D" and "E". All reports shall be in a form acceptable to the City. Quarterly reports shall be submitted by the Agency to the City no later than March 31, June 30, September 30 and December 31 in each calendar year, during the course of construction activities. Annual reports shall be submitted by the Agency to the City no later than December 31 in each calendar year, during the Term of the Agreement. In the event of expiry or termination of this Agreement, a final

quarterly or annual report, as the case may be, shall be submitted to the City within thirty (30) calendar days of the expiry or termination of this Agreement; and

- (j) publicly recognize the City as a project funder in the form of news announcements, donor walls or other commonly used recognition methods, in consultation with and to the satisfaction of the City.

4.2 The Agency shall notify the City in writing, as soon as reasonably possible, if:

- (a) there is a proposed change in scope of the Project from the description in the Application or any City Development Approvals;
- (b) The terms of the Agreement of Purchase and Sale between the Agency and the seller are changed in any way;
- (c) The Agreement of Purchase and Sale between the Agency and seller is terminated; or
- (c) the Project does not proceed.

4.3 It is acknowledged and agreed that the Agency shall be responsible for all costs relating to the Project, including any costs incurred in anticipation of a grant or in relation to the application process, and for ensuring prompt payment of all suppliers, contractors and subcontractors in relation to same, in accordance with all applicable law except for limited re-payment up to a maximum of \$10,000 in accordance with section 3.2 of the MURA policy. The Agency may apply the Capital Grant towards Eligible Costs only, subject to the terms and conditions of this Agreement. In no event shall the City be responsible for the payment of suppliers, contractors, subcontractors or any other person in relation to the Project.

4.4 In addition to any other requirements of this Agreement, the Agency shall retain all records relating to the matters set out in this Agreement, including those matters set out in Paragraphs 4.1(a) to (j) and all lease agreements relating to the Affordable Housing Units, for a period of not less than seven (7) years (including any such time as remains following the termination or expiry of this Agreement) or as otherwise requested by the City in writing, and shall provide the City with a copy of any such records upon request, for the purpose of determining compliance with this Agreement. Further, upon request, the Agency shall provide such records and such further and other information and/or documentation as the City may request from time to time, for the purpose of determining the Agency's compliance with this Agreement.

4.5 Without limiting any other provision of this Agreement:

- (a) all obligations of the Agency set out in this Agreement shall be fulfilled by the Agency at its sole expense; and
- (b) the Agency shall ensure that the Project is constructed, operated and administered, at all times, in accordance with all applicable law and governmental approvals, including City development approvals and building permits. Without limiting the foregoing, the Agency shall be solely responsible for the fulfilment of workers' compensation requirements relating to the Project, as may be applicable.

4.6 Further, and in addition to any other provision of this Agreement, the Agency covenants and agrees as follows:

- (a) not to use the Property for any purpose other than as provided under this Agreement; and
- (b) to proceed continuously and diligently to pursue the acquisition of the Property and any permits or approvals required for necessary construction such that the Property will add to, or at least maintain the City's affordable housing stock.

## **5. OBLIGATIONS OF THE CITY**

- 5.1 The City hereby agrees to pay to the Agency a one-time funding amount being the Capital Grant, in the amount of **\$amount**. The Capital Grant payment will be issued by the City to the Agency no later than seven (7) calendar days following the date that the Agreement of Purchase and Sale to acquire the Property closes and this Agreement is registered on title to the Property. The Capital Grant shall be subject to the terms and conditions set out in this Agreement.
- 5.2 Notwithstanding paragraph 5.1, the City shall not be responsible for payment of interest or penalties of any kind in the event that the Capital Grant is not issued to the Agency within the timeframe as set out in Paragraph 5.1.
- 5.3 The Capital Grant represents the City's complete financial commitment to the Agency under this Agreement. The City shall not, as a result of this Agreement, be obligated to provide any further waiver of fees or charges, grants or supplemental funding to the Agency or the Project.
- 5.4 Notwithstanding paragraph 5.1, upon request from the Agency, the City may advance up to 25% of the Capital Grant amount described in paragraph 5.1 prior to the Agreement of Purchase and Sale closing to assist the Agency with the acquisition of the property. If the City agrees to provide the agency with an advance and the Agreement of Purchase and Sale is either terminated or is not closed within the timelines prescribed by this Agreement

the Agency shall be under a positive obligation to pay back the advance in full within thirty (30) days.

## **6. INSPECTION**

6.2 The City may inspect the Property (including any Affordable Housing Units) at any time during the term of this Agreement, subject only to any notice required by law to be provided by the Agency to its tenant(s) in relation thereto.

## **7. CORPORATE AND AGENCY STATUS**

7.1 Without limiting any other provision of this Agreement, the Agency shall advise the City, in writing, as soon as reasonably possible, and in any event within fourteen (14) calendar days, of any change to the status of the Agency, including any changes to the corporate structure (including any change to officers, directors, partners, etc.) of the Agency or its status as a Not-for Profit Corporation, if applicable.

7.3 In addition to Paragraphs 7.1 and 7.2, the Agency shall, at any time, upon request by the City in writing, provide corporate documents demonstrating to the City's satisfaction that the Agency continues to be a valid corporation or entity which satisfies the requirements of an Eligible Affordable Housing Provider as defined in this Agreement.

## **8. DEFAULT**

8.1 The following shall be considered material breaches of this Agreement:

- (a) The Agency fails to purchase the Property within the time prescribed by this Agreement, without the express written consent of the City.
- (b) The Agency fails to operate and/or administer the Project, or any portion thereof, including the Affordable Housing Unit(s) as contemplated herein, in accordance with the requirements of this Agreement and/or City Development Approvals;
- (c) The Agency fails to obtain occupancy permits for all of the Affordable Units, by (date), or such later date as agreed to by the City in writing unless all Affordable Housing Units are already occupied at the time of this Agreement is registered;
- (d) The scope of the Project changes, without approval from the City;
- (e) Any portion of the Grant received from the City is used for any purpose other than for the Eligible Costs in relation to the approved Project;

- (f) Without limiting clause 8.1(a), if, at any time, any of the Affordable Units ceases to be operated as rental or any Rents(s) is charged for an Affordable Unit other than as permitted by this Agreement;
- (g) The Agency fails to provide any information to the City, as may be required in accordance with this Agreement;
- (h) It is determined, at any time, that any information provided by the Agency to the City in relation to the Project (including, but not limited to, any information provided as part of the Application or provided pursuant to this Agreement is false or misleading;
- (i) The Agency ceases to qualify as an Eligible Affordable Housing Provider, declares bankruptcy or goes into receivership, or is otherwise dissolved;
- (j) The Agency sells the property without the consent of the City; or
- (k) At any time, the Property is sold to or owned by an organization, individual or entity that is not an Eligible Affordable Housing provider;
- (l) At any time during the Affordability Period, the Property does not contain the minimum number of Affordable Housing Units prescribed by this Agreement.

8.2 If any material breach of this Agreement is not remedied to the satisfaction of the City within twenty-one (21) calendar days of written notice by the City to the Agency, or if any material breach occurs more than once during the Term of this Agreement:

- (a) The City may terminate this Agreement and the Agency shall, upon demand, repay the Capital Grant to the City in full, less any amounts which qualify as a limited re-payment pursuant to section 3.2 of the MURA Policy; or
- (b) The City may, without terminating this Agreement, require that the Agency repay to the City a portion of the Capital Grant, as determined by the City in its sole discretion, which shall be paid to the City upon demand.

8.3 In addition to and without limiting any other remedy available to the City:

- (a) Any amount required to be paid to the City pursuant to Paragraph 8.2 shall be considered to be a fee owed to the City, and in the event of default of payment, may be added to the tax roll for the Property and collected in a like manner as taxes; and
- (b) Without limiting Paragraph 8.3(a), the City shall be entitled to enforce this Agreement in accordance with Section 446 of the *Municipal Act, 2001*.

8.4 In the event of any breach of this Agreement other than a material breach, the Agency shall remedy such breach, to the satisfaction of the City, within sixty (60) calendar days (or such longer period as the City may specify) of written notice by the City to the Agency, failing which the City may exercise any of the remedies set out pursuant to Paragraphs 8.2 and 8.3 herein.

## **9. LIABILITY**

9.1 The Agency acknowledges and agrees that the City, for the purposes of this Agreement, is a funding agency only and as such, the City shall not be liable in any way for the Project or operations in relation thereto. Further, the City shall not be liable to the Agency for any costs, expenses, damages, losses or injuries of any nature whatsoever, that may be incurred by the Agency, or by any third party, in relation to the Project or operations in relation thereto.

9.2 Without limiting Paragraph 9.1:

- (a) it is expressly acknowledged and agreed that the City shall not be liable to suppliers, contractors, sub-contractors, craftsmen, labourers or others for goods and services delivered by them in or upon the Property, or employed in the construction of the Project, or for any debts or claims accruing to same against the Agency or against the Property; and
- (b) It is understood and agreed by the Parties hereto that there is no contractual relationship, either express or implied, between the City and any supplier, contractor, sub-contractor, craftsman, labourer or person supplying any work, services or materials in relation to the Project. There shall be no third party beneficiary of this Agreement, express or implied.

## **10. INDEMNITY**

10.1 The Agency shall, during the Term of this Agreement, indemnify, defend and save harmless the City, its elected officials, officers, employees, volunteers, agents, contractors, administrators, executors, successors and assigns (the "Indemnified Persons") from any and all losses, damages (including, but not limited to, incidental, indirect, special and consequential damages, or any loss of use, revenue or profit by any person, organization or entity), fines, penalties and surcharges, liabilities (including, but not limited to, any and all liability for damages to property and injury to persons, including death), judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind (including, but not limited to, proceedings or a criminal, administrative or quasi-criminal nature) and expenses (including, but not limited to, legal

fees on a solicitor and client basis) which the Indemnified Persons or any of them may suffer or incur, howsoever caused, arising out of or in connection with, in any way related to, this Agreement, or as a result of acts or omissions, whether negligent or otherwise, of the Agency, its officers, employees, volunteers, contractors, agents, or anyone for whom it is at law responsible, in relation to this Agreement or the matters set out herein. Such indemnity shall not be limited to the value of the Capital Grant.

## **11. NO FETTERING OF DISCRETION**

- 11.1 The Owner hereby acknowledges and agrees that it does not expect to and it will not obtain any advantage or preference regarding land use planning decisions or permit applications or other consideration or treatment by virtue of it having entered into this Agreement or by virtue of the existence of this Agreement. The Owner further acknowledges and agrees that the City makes no representation, assurance, warranty or guarantee as to any approval or application outcome under the *Planning Act*, R.S.O. 1990, c. P. 13 (the "*Planning Act*") or the *Building Code Act*, 1992, S.O. 1992, c. 23 (BCA) and agrees that this Agreement shall not be raised as part of an objection, challenge or appeal related to any decision made by City Council, the City's employees or any Committee of the City of Waterloo..

## **12. PRIVACY**

- 12.1 The Agency acknowledges that the City is bound by the *Municipal Freedom of Information & Protection of Privacy Act*, R.S.O. 1990, c. M. 56, as amended from time to time, or any successor thereof, and that all information which is provided to or is within the control or custody of the City with respect to the matters set out in this Agreement is subject to such Act.
- 12.2 The Agency shall be responsible for the protection of personal information within its custody and control, which is in any way related to the matters set out in this Agreement, and shall not use or disclose same in any manner except as required or permitted by law.

## **13. REPRESENTATIONS, COVENANTS AND WARRANTIES**

- 13.1 Without limiting any other provision of this Agreement, the Agency hereby represents and warrants to and covenants with the City as follows:
- (a) the Agency has full power and authority to enter into this Agreement, and to observe, perform and comply with the terms and conditions of this Agreement, and all necessary acts and procedures have been taken in order to authorize this Agreement;

- (b) the Agency holds or will obtain all permits, licenses, consents, intellectual property rights, registrations and authorities necessary to perform its obligations under this Agreement;
- (c) the Agency shall comply with all applicable federal, provincial and municipal laws, rules, orders, regulations, governmental approvals, by-laws and requirements in respect of the performance of this Agreement; and
- (d) where the Agency is a corporation, the Agency hereby represents and warrants and covenants with the City that:
  - (i) the Agency is an Eligible Affordable Housing Provider and is duly organized, registered, and validly existing under the laws of Ontario or Canada, and is qualified to do business wherever necessary to carry out the terms of this Agreement, and has not been dissolved or wound up; and
  - (ii) The Agency will continue to operate as an Eligible Affordable Housing Provider duly organized, registered, and validly existing under the laws of Ontario or Canada throughout the Term of this Agreement.

## 14. NOTICE

- 14.1 (a) Any notice given by the Agency to the City under this Agreement or any other document as prepared by the Agency for the City shall be served personally or by sending same by regular letter mail or email to:

**The City of Waterloo  
 IPPW  
 Community Planning  
 Waterloo City Centre  
 100 Regina St. S.  
 P.O. Box 337, Station Waterloo  
 Waterloo, ON N2J 4A8**

**Email: [adam.lauder@waterloo.ca](mailto:adam.lauder@waterloo.ca)**

**Attention: Adam Lauder, Manager - Community Planning** or such other address as the City may from time to time designate by written notice to the Agency.

- (b) Any notice given by the City to the Agency under this Agreement or any other document as prepared by the City for the Agency shall be served personally or by sending same by regular letter mail or email to:

**[Agency Name and Address]**

**Email:**

**Attention:**

or such other address as the Agency may from time to time designate by written notice to the City.

- (c) Any notice given under this Agreement shall be deemed to have been served, in the case of personal service, on the day it was served, and in the case of service via regular letter mail, on the third (3<sup>rd</sup>) business day following the day on which it was postmarked or by email, on the day it was successfully sent or if sent on a day that is not a business day of the receiving Party, on the next such business day.

## **15. SALE/SEVERANCE OF PROPERTY, SUBSEQUENT OWNERS AND MORTGAGEES**

15.1 The Parties agree as follows:

- (a) This Agreement shall be binding on the Agency and each and every subsequent owner of the Property, and any mortgagee in possession of the Property from time to time, and upon any heirs, executors, administrators, successors and permitted assigns of same. If required by the City Solicitor, the Agency shall obtain and provide to the City at the time of execution of this Agreement, in a form satisfactory to the City Solicitor, the written consent of all mortgagees acknowledging and agreeing to be bound by this Agreement in accordance with this provision. In addition, the Agency shall obtain such consent from any future mortgagee and provide such consent to the City prior to registration of such mortgage;
- (b) It is agreed that, as a condition of the Capital Grant, the Property must during the Term of this Agreement continue to be owned by the Agency or by an entity which qualifies as an Eligible Affordable Housing Provider, or alternatively, to be held by the Agency or another Eligible Affordable Housing Provider by way of a Long-Term Lease for the purposes set out in this Agreement;
- (c) In addition to and without limiting Paragraph 15.1(b), if the Agency owns the Property, the Agency shall not sell the Property without prior written consent from the City. The City shall not withhold consent provided that the City, acting reasonably, is satisfied that the proposed sale complies with the provisions of this Agreement and with the Policy;
- (d) Without limiting Paragraph 15.1(c), as a condition of consent, the City may require that:

- (i) The Agency provide proof, to the satisfaction of the City, that the purchaser is an Eligible Affordable Housing Provider;
  - (ii) The Agency provide the purchaser with a copy of this Agreement; and
  - (iii) The purchaser enter into an assumption agreement with the Agency and the City, to the satisfaction of the City, acting reasonably, by which the purchaser agrees to assume the rights and obligations of the Agency under this Agreement in relation to the lands to be purchased;
- (e) The Agency shall continue to be responsible for all covenants and obligations under this Agreement in relation to the lands to be sold, until such time as:
- (i) The Agency and the purchaser have entered into an assumption agreement pursuant to Paragraph 15.1(d)(iii); and
  - (ii) The said lands have been transferred to the purchaser as registered owner;
- (f) Without limiting Paragraph 15.1(c), (d) or (e), in the event that:
- (i) The Agency sells the Property, or any portion thereof, without the prior written consent of the City; or
  - (ii) The Agency sells the Property, or any portion thereof, to the purchaser and the purchaser has not entered into an assumption agreement pursuant to Paragraph 15.1(d)(iii), if so required by the City, then,

in addition to any other remedies available to the City under this Agreement, including but not limited to any remedy available pursuant to Paragraphs 8.1 to 8.4, or at law, the Parties agree that the Agency shall continue to be responsible for all covenants and obligations under this Agreement in relation to the Property in its entirety.

15.2. For greater clarification, in the event that the Property is severed after the execution of this Agreement, in accordance with the provisions of the *Planning Act*, and the severed lands are to be used for any purpose other than to provide Affordable Housing Units, the Agency may seek the City's consent for a written amendment to this Agreement to remove the severed lands from the application hereof. It is agreed that the City shall not unreasonably withhold such consent. In the event that the Parties do not enter into a written amendment removing the severed lands from the application of this Agreement, in accordance with this Paragraph, this Agreement shall continue to apply to the Property in its entirety, including the severed lands.

## 16. FORCE MAJEURE

16.1 A Party shall not be considered to be in default or breach of this Agreement, if and to the extent it shall be delayed in or prevented from performing or carrying out any of the provisions of this Agreement, arising out of or from any act, omission, or circumstance by or in consequence of any act of God, labour disturbance, sabotage, failure of contractors or suppliers of materials, act of the public enemy, war, invasion, insurrection, riot, fire, storm, flood, ice, earthquake, explosion, epidemic, or any other cause or causes beyond such Party's reasonable control. A force majeure event does not include an act of negligence or intentional wrongdoing by a Party. Any Party claiming a force majeure event shall provide written notice to the other Party as soon as reasonably possible, specifying the cause of the event, the scope of commitments under the Agreement affected by the event, and a good faith estimate of the time required to restore full performance, and shall use reasonable diligence to remove the condition that prevents performance. The Party shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is reasonably required by the force majeure event. Except for those commitments identified in the written notice of force majeure, the Party shall not be relieved of its responsibility to fully perform all other commitments in this Agreement. If the force majeure event continues for a period of more than three hundred and sixty five (365) calendar days from the date of the notice of force majeure event, the non-affected Party shall be entitled, at its sole discretion, to terminate this Agreement. In such case, any payment of the Capital Grant to the Agency made pursuant to this Agreement shall be repaid to the City, within thirty (30) calendar days of a written demand by the City.

## **17. GENERAL**

- 17.1 (a) Each party, at the request of the other, shall execute and deliver such assurances and do such other acts as may be reasonably required or desirable to give full effect to the provisions and intent of this Agreement.
- (b) The Schedules hereto shall form an integral part of this Agreement and shall have the same force and effect as if set out in the body of this Agreement.
- (c) In the event of a conflict, the following documents and approvals shall apply in order set out below to the extent of any conflict:
- (i) the provisions of applicable law, including any City by-laws (unless otherwise exempted by Council);
  - (iii) this Agreement;
  - (iii) the provisions of any other agreement entered into between the City and the Agency relating to the Project; and

(iv) the Application.

- (d) This Agreement, including the schedules attached hereto, embodies the entire agreement of the Parties with regard to the matters dealt with herein, and no understandings or agreements, verbal, collateral or otherwise, exist between the Parties except as herein expressly set out.
- (e) In the event of any expiration or termination of this Agreement for any reason whatsoever, the provisions of this Agreement that by their nature extend beyond the expiration or termination of this Agreement will survive and remain in effect until such obligations are satisfied.
- (f) The Agency is acting as an independent contractor in the performance of this Agreement, and neither the Agency nor its officers, directors, employees, agents or contractors, shall in any way be deemed to be the employees, agents, partners of, or in joint venture with, the City.
- (g) Any reference in this Agreement to any statute, by-law, policy or directive of the City or of any other governmental body, including the Policy, shall be deemed to include any amendments thereto from time to time and any successor thereof.
- (h) This Agreement may be amended only by written agreement between the Parties. No amendment of any of the terms or provisions of the Agreement shall be deemed valid unless it is in writing and executed by the Parties.
- (i) This Agreement shall be construed and interpreted according to the laws of Ontario and the laws of Canada applicable therein and the Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario.
- (j) The Agency shall not assign any of its rights or obligations under this Agreement to any third party, except as may be otherwise provided for herein, without the express written permission of the City.
- (k) Where, at any time, there is more than one (1) registered owner of the Property, each of the owners shall be jointly and severally liable for all of the obligations, liabilities and responsibilities of the owner(s) set out in this Agreement.
- (l) No waiver of any breach of this Agreement shall operate as a waiver of any subsequent breach or of the breach of any other provision of the Agreement. No provision of the Agreement shall be deemed to be waived, and no breach excused, unless such waiver or the consent excusing the breach is in writing and signed by the Party that is purported to have given such a waiver or consent.

- (m) No delay or omission on the part of any Party to this Agreement to avail itself of any right it may have under this Agreement shall operate as a waiver of any such right. No waiver or failure to enforce any of the provisions, covenants or obligations of this Agreement shall in any way affect the validity of this Agreement or any part hereof.
- (n) The Agency consents to and agrees that, immediately following execution of this Agreement and closing of the required APS, at its sole cost and expense, that this Agreement, or notice of it may be registered on title to the Lands by the City, or by the Agency's solicitor if authorized by the City Solicitor. The Agency further agrees that it shall, at its sole cost and expense, do such things and obtain such discharges, releases and/or postponements as are required to ensure that this Agreement, once registered, shall have priority over any interest other than the Owner's fee simple interest in the Lands and such encumbrances as may be accepted by the City Solicitor, if any, as permitted encumbrances.
- (o) The rights and remedies of the Parties to this Agreement are cumulative and are in addition to, and not in substitution for, any rights and remedies provided by in law or in equity.
- (p) This Agreement shall extend to, be binding upon and enure to the benefit of the Parties hereto and their respective successors and permitted assigns.
- (p) This Agreement may be signed in counterparts, each of which shall constitute an original and be deemed effective as if each Party had signed each of such counterparts. This Agreement may be executed and delivered by DocuSign, or any other electronic signature format deemed acceptable to the parties.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement under the hands of their respective authorized signing officers as of the date first written above.

**THE CORPORATION OF THE CITY OF WATERLOO**

per: \_\_\_\_\_

Name: Tim Anderson  
Title: CAO, City of Waterloo

I have the authority to bind the Corporation

[Agency Name]  
per:

---

Name:

Title:

per:

---

Name:

Title:

We have the authority to bind the Agency

## **SCHEDULE "A"**

### **LEGAL DESCRIPTION OF PROPERTY**

Legal Description:

[Insert Legal Description of the Property]

Municipal Address:

**SCHEDULE “B”**

**APPLICATION**

## **SCHEDULE “C”**

### **PROJECT DESCRIPTION**

#### **General**

Project: [Brief Description of the property to be acquired and the plan to wither add or preserve Affordable Housing stock in the City].

#### **Project Specific Operational Requirements and Covenants**

1. The Agency agrees that each Affordable Unit shall be maintained as Affordable Rental Housing within the meaning of this Agreement, for the duration of the Affordability Period as defined in this Agreement.
2. The Agency shall rent the Affordable Units only to those prospective tenants meeting the Household Income Eligibility Requirements, to the satisfaction of the City.
3. The Agency shall require that prospective Tenants certify, prior to occupying a Unit, that:
  - (a) The Unit shall at all times be occupied by the Tenant as the Tenant’s principal residence;
  - (b) The Tenant shall not sublet all or part of the Unit;
  - (c) The Tenant household meets the Household Income Eligibility Requirements, prior to being offered possession of any Affordable Unit;
  - (d) The Tenant household resides in Waterloo Region at the time of application; and
  - (e) The Tenant does not own any interest in real property in Canada.
4. The Agency shall take all reasonable steps to ensure that all of the Affordable Housing Units of the Project are continuously and only occupied by tenant households that have low to moderate incomes in accordance with the Household Income Eligibility Requirements, in compliance with Paragraph 4.1(i) of this Agreement.
5. The Agency agrees that Affordable Units shall not be rented to shareholders, officers, directors or members of the Agency or any individual not at arm’s length to the Agency, unless such individual, in becoming a Tenant has not received any preferential treatment and the City is satisfied in writing, in its sole and unfettered discretion, with the process under which such individual is selected as a Tenant, including the eligibility criteria.
6. The Agency shall ensure that a clear and conspicuous notice is provided to the Tenant of the date on which the Affordability Period of the Affordable Housing Unit ends with respect to the Affordable Unit, and that after such date that there will be no further obligation to maintain the

Affordable Unit at an affordable rate except in accordance with applicable law or any other applicable agreements.

## **SCHEDULE "D"**

### **RECORDS AND REPORTING**

1. The Agency shall submit to the City, on an annual basis, in a form satisfactory to the Director of Planning of the City, a report that contains the following information regarding the Project:
  - (a) a sworn statement confirming that at all times during the calendar year:
    - (i) the Affordable Units were operated in compliance with this Agreement, including the Rent(s) as permitted for Affordable Rental Housing herein;
    - (ii) the Affordable Units remained rental units, and were rented throughout the calendar year, or details of any vacancies and length of vacancies of such units; and
    - (iii) only qualified tenant households have occupied the Affordable Units, in accordance with the Household Income Eligibility Requirements. Without limiting the foregoing, initial household incomes on occupancy of the Affordable Units in the Project shall be at or below the following amounts:  
\$71,904 for one-bedroom units
  - (b) a copy of any rental advertising and a copy of the rent roll(s), in a form acceptable to the City, relating to the Affordable Units;
  - (c) audited annual financial statement(s) for the Project, including the Affordable Units;
  - (d) confirmation of mortgage payments made on due date, if applicable;
  - (e) identification as to whether there have been any changes in the Not-For-Profit status of the Agency, or in the corporate structure (including officers, directors, change of corporate name/address, etc.) of the Agency (whether or not previously reported to the City during the calendar year). If there are no changes, the Agency is to state "no changes"; and
  - (f) details of any rent increase(s) to an Affordable Unit(s), with a statement signed by an authorized officer(s) of the Agency confirming that any such increase(s) is compliant with Schedule "E" of this Agreement

## **SCHEDULE “E”**

### **AFFORDABLE UNIT RENTAL RATES**

#### **1. AFFORDABLE RENT**

- 1.1 The Agency shall not, during the Affordability Period, charge rent for an Affordable Unit in excess of the affordable rent permitted under this Schedule “E” nor increase any rent charged for an Affordable Unit except as permitted in this Schedule “E”.
- 1.2 The rent, inclusive of all utilities, of each Affordable Unit in the Project shall not, at any time during the Affordability Period, exceed eighty per cent (80%) of the Canada Mortgage and Housing Corporation’s (CMHC) Average Market Rent, by bedroom type, in the regional market area. In areas where the CMHC Average Market Rent does not represent the average market rents in the geographic area of the Region of Waterloo, alternate Average Market Rents may be used from comparator regional market areas established by the Minister of Municipal Affairs and Housing if authorized and agreed to by the City.
- 1.3 In accordance with Paragraph 1.2 of this Schedule “E”, initial rents on occupancy of the Affordable Units in the Project shall be at or below the following rates:
  - [list rent for each unit type available]

#### **2. RENT INCREASES**

- 2.1. The Agency may increase the rent charged under Paragraph 1.3 of this Schedule “E” with respect to an Affordable Unit only if at least twelve (12) months have elapsed,
  - (a) Since the day of the last rent increase respecting the Affordable Unit, if there has been a previous increase; or
  - (b) Since the day the Affordable Unit was first rented to the Tenant.

Notwithstanding the foregoing, should applicable law at any time provide that rental rates may be increased only on a frequency of more than twelve (12) months, the more restrictive provision shall apply.

- 2.2 The Agency shall not increase the rent for any Affordable Unit pursuant to Paragraph 2.1 of this Schedule “E”, during the Affordability Period, by more than the prevailing rent increase guideline established for each calendar year or such above guideline rent increase, as may be permitted pursuant to the *Residential Tenancies Act, 2006*, S.O.

2006, c. 17, or any regulations thereto, as amended from time to time, or any successor legislation, to the satisfaction of the City. Further, and notwithstanding any rental increase permitted by applicable law, the Agency agrees that the rent(s) for the Affordable Units shall in no event be increased so as to exceed the limits as established in accordance with Paragraph 1.2 above.

- 2.3 For clarity, the Agency acknowledges and agrees that if the Agency does not increase rents in one year, they cannot then increase rents in the following year or any subsequent year thereafter by the combined previous year's and current / subsequent year's rent increase guideline / amount.



## Attachment 3: Notice of Intent to Submit

# Attachment 3 – Notice of Intent to Submit

## Call for Applications – Multi-Unit Residential Acquisition Pilot Program (MURA)

Issued: April 7, 2026

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### 1. Applicant Information

|                       |  |
|-----------------------|--|
| Applicant Legal Name: |  |
| Address:              |  |

### 2. Primary Contact

|                       |  |
|-----------------------|--|
| Contact Name:         |  |
| Title:                |  |
| Contact Email:        |  |
| Contact Phone Number: |  |

### 3. Declaration

The undersigned hereby confirms its interest in responding to the Call for Applications – MURA issued on April 7, 2026.

The undersigned requests access to the project FTP site for the purpose of receiving addenda related to the Call Documents and submitting an Application in response to the Call Documents.

The undersigned acknowledges that it is the responsibility of the Applicant to check for and consider all addenda issued in relation to the Call Documents.

### 4. Authorized Signatory

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Applicants are to submit a completed copy of this form via email to [procurement@waterloo.ca](mailto:procurement@waterloo.ca).



## Attachment 4: Applicant Declaration

### 1. Lead Applicant's Information

Name\*: \_\_\_\_\_

\*Point of Contact

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

### 2. Lead Applicant's Project Team \*

Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Name: \_\_\_\_\_



Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

\*add additional pages as required

#### **4. Declarations**

The undersigned Applicant declares that:

1. It has examined the documents and confirms that it has received all pages of the Call Documents.
2. It agrees to participate in this process in accordance with the terms of the Call Documents.
3. It acknowledges that these Call Documents have been issued for the purpose of obtaining Applications. Neither the issuance of these Call Documents nor the submission of an Application implies any obligation by the City to enter into negotiations or any agreement with any Applicant.
4. It acknowledges that even if it achieves the minimum threshold score the City may not enter into negotiations with the Applicant or provide any funding in response to an Applicant.
5. To the extent that any parties are listed below as consortium members, it has the authority to enter into an agreement with the City binding on each of the consortium members, and that each of the consortium members will execute such agreement and be bound by its terms.
6. It represents that it has the capability to obtain sufficient financial security and performance security for the activities outlined in its Application. In addition, it acknowledges it has sufficient financial resources to carry out the project outlined in its Application.
7. It acknowledges that it is legally capable/permitted to carry on business in Ontario and to undertake the work set out in its Application and the Call Documents. The Applicant warrants and represents that it presently has all licences and registrations necessary to



own real estate in the Province of Ontario and to provide housing within the Province of Ontario in accordance with the requirements of the City of Waterloo MURA program. The Applicant represents that its business name, if any, is properly registered and that the corporate or business name provided in the Application has been lawfully established and is capable of contracting with the City.

8. It acknowledges it has (or will have in place) insurance coverage for the purposes of, and at the levels required to carry out the project.
9. It acknowledges it is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial viability of the Applicant or its ability to carry out the project.
10. It acknowledges that the project shall be subject to all applicable Official Plan policies, zoning by-law regulations, site plan requirements including the Urban Design Manual and all other applicable legislation, regulations, standards and guidelines.

Applicant Name: \_\_\_\_\_

Authorized Signature(s):

X\_\_\_\_\_

Name and title:

X\_\_\_\_\_

Name and title:

Date:

I have the authority to bind the Applicant.



Each of the undersigned, in consideration of the opportunity to submit a Application to the City in respect of these Call Documents together with the Applicant named and signing above and any other consortium member, represent to the City that the Applicant has the authority to negotiate an agreement with the City to its satisfaction and to which it will be a party, and that it shall be bound by such agreement.

**Note: All Applicants must sign this document – add additional lines as required**

|                                                                                                                                              |                                                                                                                                              |
|----------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Applicant Name:</p> <p>Authorized Signature:</p> <p>Name and title:</p> <p>Date:</p> <p>I have the authority to bind the corporation.</p> | <p>Applicant Name:</p> <p>Authorized Signature:</p> <p>Name and title:</p> <p>Date:</p> <p>I have the authority to bind the corporation.</p> |
| <p>Applicant Name:</p> <p>Authorized Signature:</p> <p>Name and title:</p> <p>Date:</p> <p>I have the authority to bind the corporation.</p> | <p>Applicant Name:</p> <p>Authorized Signature:</p> <p>Name and title:</p> <p>Date:</p> <p>I have the authority to bind the corporation.</p> |