



REQUEST FOR EXPRESSIONS OF INTEREST 2025 UNIVERSITY AVENUE EAST

Aug 13, 2024





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1.0 Opportunity Overview

1.1 Introduction

The City of Waterloo (“City”) invites expressions of interest from non-profit organizations and consortiums led by a non-profit organizations¹ (“Proponents”), for the development of a City-owned property located at 2025 University Avenue East (also addressed as 435 Country Squire Road). A location map is included as [Figure 1](#).

This Request for Expressions of Interest (REOI) seeks development proposals that meet the following objectives:

1. Create a compact, mixed-use, complete community
2. Deliver housing that is affordable and attainable over the long-term
3. Make efficient use of the lands while designing for liveability, human scale, and a vibrant public realm
4. Integrate sustainability, natural heritage conservation, and climate change mitigation and adaptation into building and site design, materials and construction, transportation and connectivity, and long-term site and building operation and maintenance
5. Design for safe, convenient and connected active and accessible travel within the site and to offsite transit stops, active transportation routes, and nearby amenities
6. Support diversity, inclusion, social cohesion and community well-being.

Through the REOI process, the City intends to identify Proponent(s) with whom it will enter into negotiations with the goal of formalizing a contract that will meet the above objectives for the lands. The objectives, along with minimum requirements and preferred approaches, are described in further detail in [Section 3.1 Proposal Overview](#).

To support the achievement of the objectives, and subject to the terms of a signed, negotiated agreement, the City anticipates making the lands available to the successful Proponent either at no cost, nominal cost or through a long-term land lease and may provide additional financial incentives (see [Section 2.0 Incentives and Supports](#)).

This Request for Expressions of Interest process is not being undertaken pursuant to the City’s Purchasing By-Law 2019-026 or any subsequent purchasing by-laws. The REOI and

¹ Non-profit organization: An organization, where no part of its income is payable to, or otherwise available for, the personal benefit of a member or shareholder thereof. This includes all types of non-profit organizations and includes rental co-operatives that are incorporated with a non-profit status.

all appendices, attachments, addenda and documents incorporated by reference, including the documents available to Proponents following delivery of an executed Non-disclosure Agreement, constitute the “REOI Documents”.

The information set out herein, while believed to be correct and up-to-date, is for informational purposes only, and is not warranted by the City to be accurate and complete. Proponents are required to conduct their own diligence to confirm any information on which they intend to rely.

1.2 Site Description

2025 University Avenue East is a City-owned property of approximately 9.8ha located in the northeastern part of the City, immediately south of the municipal boundary with the Township of Woolwich ([Figure 1](#)). The property was purchased by the City in 1990s as part of a larger land purchase for the creation of a municipal indoor and outdoor recreation facility called RIM Park. The specific 2025 University Avenue East parcel was not needed for the recreation uses and in 2000 was re-zoned from “Agricultural” to “Employment”. Since its purchase, the property has not been used for employment purposes and has remained vacant.

Table 1. Property Details

Address	2025 University Avenue East (435 Country Squire Road)
Legal Description	Part Lots 63 to 66, GCT, Block 148, R.P. 58M144, Blocks 214 & 215, R.P. 58M204.
Lot Area	9.8 hectares (24.34 acres)
Current Use	Vacant
Official Plan Designation	Business Employment
Zoning	Employment One (E1 – 27)



Figure 1. Location Map for 2025 University Avenue East

Several site constraints are anticipated to impact a future development on the subject lands and will potentially constrain the total unit yield and site configuration. Some of these constraints are described below and in [Table 2](#), with the general location of these features shown in [Figure 2](#). There may be further and other constraints, known or unknown to the City, and Proponents are reminded that they are responsible for conducting their own due diligence in this regard.

- 1) Natural Heritage Features: a) Prior grading work along University Avenue has created a low-lying area in the southeast corner of the property, near the intersection of University Ave E and Millenium Blvd. The low-lying area has been confirmed by Grand River Conservation Authority to be a wetland; b) The adjacent property to the east of 2025 University Avenue East contains a wetland and a Regionally Significant Woodland. A part of the wetland on the adjacent property may extend into the



northeastern portion of 2025 University Avenue East. This portion of the property falls within the Grand River Conservation Authority Regulation Limit.

The City is currently undertaking an Environmental Impact Study to confirm the location, size and character of the natural heritage features and any conversation measures (retention, buffers, etc) that will be required as part of a future development. An interim technical memo showing the likely extent of the developable parcel is anticipated in August. The final EIS will be available in the Fall 2024. These documents will be shared through the City's FTP site as soon as they are available.

- 2) Hydro One tower and easement: A hydro tower is situated on the north side of the property and a hydro corridor and easement in favour of Hydro One crosses from the west to the north corner of the property.

Table 2. Estimated Area* of Site Constraints - 2025 University Avenue East

Constraints	Estimated Area (m ²)*	Estimated Area (ac)*
1a) Wetland	20,000	4.94
1b) GRCA Regulation Limit	2,300	0.57
2) Hydro easement	13,227	3.27
Remaining lands	62,984	15.56
Total	98,511	24.34

* Estimates are preliminary. A technical memo will be released in August that contains more information about constraints 1a) and 1b).



Figure 2. General location of site constraints - 2025 University Avenue East

Legend:

Orange outline –Hydro one easement

Orange square –Hydro One tower

Blue outline – Wetland

Light blue, hatched – GRCA Regulation Limit

The property has direct access to full services located on University Avenue East with options for water connections along Country Squire Lane and Country Squire Road. A memo that provides a high level review of servicing capacity and upgrades needed to accommodate a mixed-use development is included with the REOI documents.

1.3 Surrounding Area

2025 University Avenue East is surrounded on four of its five sides by roads: University Avenue East to the south, Millenium Boulevard to the southeast, Country Squire Lane to the west and Country Squire Road to the north. North of Country Squire Road is the municipal boundary with the Township of Woolwich.

The abutting property to the east contains a single detached residence and designated natural heritage features that include a significant woodland and wetland. To the west and south are City-owned recreational fields and to the southeast is the RIM Park Manulife Sportsplex and East Side Library. Enova Power's Waterloo office is located to the north across Country Squire Road in the Township of Woolwich. Other nearby uses include office and light industrial buildings farther to the west, the Parkwood Seniors Community and retirement home, parks and trails (e.g. Milne Woods and the Walter Bean Grand River Trail), and a number of low-density residential neighbourhoods.

The property is accessible via local and regional transportation networks. It is located a few hundred metres away from a GRT iXpress bus stop, which connects to the Conestoga ION Station. All four roads abutting the property are identified as cycling routes in the Official Plan, and a separated multi-use trail is available nearby on Northfield Drive East. The property is located within 4km of the Conestoga Parkway Northfield interchange.

1.4 Planning Context

The property is designated within an employment area in the Regional Official Plan (ROP). The lands are designated as "Employment" ("Business Employment") in the City's Official Plan and zoned "Business Employment" (E1-27) in Zoning By-law 2018-050 which permits office uses and a limited range of light industrial uses. Residential uses are not permitted as per the policies in the Regional and City Official Plans nor are they permitted in the Zoning By-law.

To enable a residential development on the property, an amendment to the existing planning framework is required (see council report [CAO2024-017](#)). On June 11, 2024, the City submitted a request to the Minister of Municipal Affairs and Housing (MMAH) for a Minister's Zoning Order (MZO) that will, if approved, permit a mixed-use, affordable and attainable residential development on the property. The new zoning, if approved by the Minister, would supersede the existing zoning and the employment land policies in the Region of Waterloo and City of Waterloo Official Plans. A copy of the requested zoning order is attached as [Appendix 1](#). Requested Minister's Zoning Order.

Through the MZO request, the City is proposing Residential Mixed-Use 40 (RMU-40) zoning for the property, which would enable multi-unit residential and mixed-use buildings up to 40m and 12 storeys in height, a minimum density of 150 bedrooms per ha and a maximum density of 600 bedrooms per ha. The MZO request proposes additional primary and ancillary uses beyond what is permitted in the proposed base RMU-40 zoning to provide for greater flexibility in residential built forms and a broader range of commercial and

employment uses. Further, the proposed zoning would allow for ancillary commercial and employment uses to be located within the entirety of a building podium.

Notwithstanding the heights and densities that are permitted in the RMU-40 zone, the City is seeking expressions of interest that demonstrate achievement of the objectives set out in [Section 1.0 Opportunity Overview](#) and the height limit requirements detailed in [Section 3.1 Proposal Overview](#). The objectives point to the need to balance the City's desire to maximize the number of housing units with other considerations such as affordability, human scale design, liveability, and impact on adjacent low density residential areas. The height limit requirements outlined in [Section 3.1 Proposal Overview](#) place additional height restrictions on the northern portion of the property.

1.5 Zoning Conformity and Approvals

Proposals must conform to the MZO, should one be issued. Should the City not be successful in its request for an MZO, it may pause or cancel the REOI process to explore other options for an employment land conversion of the property.

The successful Proponent will be responsible for securing any additional approvals required for the proposed development, including approval of a site plan application. Required approvals will depend on the nature and scope of the proposed development and agreed upon procurement option. The City will not pre-approve applications as part of the REOI process. A successfully negotiated agreement will not constitute the City's approval of any proposed development. All planning applications will be processed independently and on their merits, in accordance with the agreed upon concept plan and terms of the agreement, after the execution of the agreement.

Approvals that the successful Proponent will be responsible for include, but are not limited to:

- Grand River Conservation Authority approval and permit
- Ontario Hydro review and clearance
- Ministry of Tourism, Culture and Sport archaeology clearance
- City approval of a Site Plan Application
- City issuance of Building Permits

The City has initiated studies to advance some of the required archaeological and environmental field work. Details of this predevelopment work is set out in [Section 2.5 Predevelopment Activities](#). Notwithstanding these initial studies, the successful Proponent will be responsible for securing all final approvals and clearances, including those identified above.



1.6 Timing

Proposals must align with the milestones and timelines set out in the City's Housing Accelerator Fund Grant agreement. Relevant milestones are as follows:

Table 3. Key Milestones and Timelines

Milestone	Completion Date
Select building partner	2024-12-31
Finalize agreements* and approve development	2025-12-31
Building Permit Issuance for a minimum of 50 units	2025-12-31

*Agreements include, at minimum: a Site Plan agreement and a procurement agreement such as a purchase and sale agreement or a lease agreement

Proponents are encouraged to consider how their proposal may be phased to achieve the building permit completion date set out in Table 3.

1.7 Additional Information and Non-Disclosure Agreement

The following information is available for reference and can be accessed through an FTP site following the execution of a Confidentiality and Non-disclosure Agreement (Appendix 2. Confidentiality and Non-Disclosure Agreement).

The following documents will be made available on the FTP site:

- Registered Plan 58R-12821
- 2025 University Avenue East Servicing Review Memo – Jun 6 2024
- Zoning By-law 2018-050 - Residential Mixed-Use
- Technical Memo (Phase 1 Environmental Impact Study) prepared by Natural Resource Solutions Inc (forthcoming).
- Draft Stage 1 Archaeological Assessment
- Conditions Letter Template from Hydro One and contact information

The signed NDA should be submitted to the City, via email to:

2025UniversityEOI@waterloo.ca

Upon receipt and acceptance of the required NDA, the City will provide instructions to access the identified documents through the City's FTP site.



2.0 Incentives and Supports

2.1 Land Grant or Lease

The City intends to either a) grant the lands to the successful Proponent at no or nominal cost, or b) provide the lands to the successful Proponent through a long-term land lease (terms to be negotiated). Proponents should indicate which of these land procurement options would be needed to advance their proposal. Selection of the preferred procurement method will be made in association with the City's review of each proposal's ability to achieve the objectives and requirements outlined in the REOI documents, with particular focus on how the proposals plan to ensure that some or all of the residential units remain affordable and/or attainable over the long-term, with a preference for approaches that ensure affordability in perpetuity.

2.2 Development Charges (DC), Community Benefits Charge (CBC) and Parkland Dedication Exemptions

Affordable or non-profit housing units will be exempt from City DCs, CBCs and Parkland dedication fees, in accordance with the Development Charges Act, 1997 and the Planning Act, RSO 1990. Annual calculations of rents and prices that meet the Development Charges Act, 1997 definition of affordable can be found in the [Provincial Affordable Residential Units Bulletin](#).

2.3 Property Tax Exemptions

The City anticipates that a successfully negotiated proposal that meets the requirements of the City's and Region's Property Tax Exemption by-laws will be exempt from City and Regional property taxes for the units that qualify. For an exemption, the proposal must meet, at minimum, the following criteria:

1. affordable rental housing represents a minimum of 30% of the total residential units in a building (with six or more units).
2. Affordability means rents at or below 80% of Average Market Rate (AMR) in the Kitchener-Waterloo-Cambridge Census Metropolitan Area (CMA)
3. Affordable rents must be provided for a term of 60 years or remaining useful life of the building. (minimum 20 years).

Proponents will need to consult the approved City and Regional Property Tax Exemption By-laws to confirm applicability of their proposals. The affordability requirements set out in

Section 2.3 Property Tax Exemptions are intended to increase the likelihood that the successful proposal will be eligible for the exemptions under the Development Charges Act, 1997/Planning Act, RSO 1990 as well as a property tax exemption (assuming a land grant scenario).

2.4 Other Incentives

Subject to negotiation, the City will consider providing additional financial incentives to support achievement of the objectives, requirements and preferences set out in the REOI documents. Determination of these grants/contributions will be based on: 1) the proposed approach to meet this REOI's long-term affordability/attainability and sustainability objectives, 2) the Proponent's commitment and demonstrated ability to obtain Building Permits within the required time frame; 3) eligibility for disbursement of the City's Housing Accelerator Fund grant funding.

Proponents are strongly encouraged to pursue relevant Provincial and Federal incentive programs that could help advance a development that meets the objectives of this REOI. These could include, but aren't limited to, the Ontario GST/HST New Residential Rental Property Rebate and CMCH Apartment Construction Loan Program.

2.5 Predevelopment Activities

The City has initiated and will complete several predevelopment activities in support of a future development at 2025 University Avenue East. These activities are intended to provide greater development certainty, and to reduce proposal approval times, risk and cost. These activities and their anticipated timelines include:

- 1) Establishing an appropriate planning framework
 - City submission of MZO request. Decision by Minister pending.
- 2) Initial archaeological work
 - Stage 1 complete, approval pending
 - Stage 2 to be completed Fall 2024
- 3) Environmental Impact Assessment
 - Phase 1 to be completed in August 2024
 - Phase 2 to be completed Fall 2024
- 4) Community and Indigenous consultation
 - Initial public and indigenous engagement completed
 - City will provide ongoing updates to the public and indigenous communities
- 5) Thermal District Energy Feasibility Study

- Feasibility study underway for a thermal district energy system on the property and creation of a City-owned or private/public shared utility.
- The feasibility study is a preliminary, exploratory study only. Consideration of a thermal district energy system would require further consideration and council decisions regarding financing, construction timing and operation. A district energy system will not be pursued if it interferes with the achievement of timelines and milestones set out in [Section 1.6 Timing](#).
- Should the City decide to pursue a thermal district energy system, the successful proposal would be expected to connect to the system.

3.0 Proposal Requirements

3.1 Proposal Overview

The City is seeking proposals for the development of 2025 University Avenue East and a plan for the long-term operation of the affordable and attainable housing units. Innovative approaches are encouraged to ensure the development meets the City’s short term objective of creating affordable and attainable housing quickly, but also supports the medium- and long-term objectives set out in the REOI documents, including: long-term housing affordability, creation of vibrant, inclusive, complete communities, and transition to a low carbon future.

It is expected that the development resulting from this REOI process will meet the following objectives and requirements:

3.1.1. Create a compact, mixed-use, complete community

Proposals should include a mix of residential unit types along with commercial and employment uses to support a “complete community”. Commercial spaces should be designed to support the daily needs of future residents of the subject lands as well as some of the daily needs of residents in the surrounding neighbourhoods. Commercial and potentially some employment uses are envisioned on the ground floors of mixed-use buildings and, where appropriate, within the podiums of towers. Commercial or employment uses that support the broader community should be located in more prominent and accessible locations, such as along University Ave East.

Requirements:

- Comply with the RMU-40 and site specific zoning regulations that are anticipated through a Minister’s Zoning Order.



- Include mixed-use buildings that contain some commercial and community-oriented uses on the ground floor and, where appropriate, within building podiums.

Preferences:

- Include medium density buildings (6+ storeys) to make efficient use of the site.
- Consider ways to ensure that non-residential uses on the ground floor and within the podium of buildings provide economic and social value to residents, such as a walk-in medical clinic, offices for service providers, child care spaces, artist/maker studios, convenience stores, restaurants and coffee shops.
- Consider convertible spaces to support future employment uses. These uses should be located within the podiums of taller mixed-use buildings.
- Consider live-work studio spaces.

3.1.2. Deliver housing that is affordable and attainable over the long-term

Proposals will include a range of affordable options to support households of different sizes and incomes.

Requirements:

- 30% or more of the housing units must be affordable rental units at, or below, 80% Average Market Rent (AMR) for the Kitchener-Cambridge-Waterloo Census Metropolitan Area. These units must remain affordable for at least 60 years, which will be secured through a formal agreement with the City. For the purpose of this REOI document, these units are referred to as *required affordable units*.
- The balance of the units in the development may be rental or ownership units or a combination of the two. These units must be either affordable in accordance with the definition in the DC Act, or attainable (defined in this REOI document as at the lower end of market and subject to negotiation by the City). For the purpose of this REOI document, these units are referred to as *flexible affordable units*.

Preferences:

- *Required affordable units* and *flexible affordable units* should include a range of unit sizes (e.g. bachelor, 1, 2 and 3 bedroom units).
- Mechanisms to ensure affordability/attainability of *flexible affordable units* at occupancy turnover are encouraged. These could include ownership of the units by

a mission-aligned non-profit organizations or housing co-operative, or shared equity programs/mortgage programs that can benefit subsequent occupants.

- Consider other options to support long-term affordability, including separation of parking spaces costs from units, units that support multi-generational families, co-housing programs, and achieving very high building performance standards to reduce energy costs, etc.

3.1.3 Make efficient use of the lands while designing for liveability, human scale, and a vibrant public realm

Requirements:

- Buildings of up to 40m and 12 storeys should be located in the southern portion of the property, while buildings of up to 30m or 9 storeys are envisioned for the northern portion of the property, as shown generally in Figure 3. The purpose of the 9 storey height limit in the northern portion of the property is to reduce visual and shadow impacts on the low density residential area to the north. The location of boundary line between the two areas in Figure 3 is conceptual and would be subject of further negotiation.



Figure 3. General location of maximum building heights - 2025 University Avenue East.



Preferences:

- Create vibrant streetscapes with active frontages on streets within the development and along key exterior streets, such as University Avenue East and Millenium Boulevard (where possible).
- Incorporate attractive, comfortable, outdoor destinations and gathering spaces into the development.

3.1.4 Integrate sustainability, natural heritage conservation, and climate change mitigation and adaptation into building and site design, materials and construction, transportation and connectivity, and long-term site and building operation and maintenance

Requirements:

- Construction and design must demonstrate low life cycle energy costs and high environmental and/or energy performance.
- Prioritize electric energy sources over natural gas.
- Plan for and connect to onsite thermal district energy system if such a system is in place at the time of initial hook up.
- Plan for any appropriate buffers and conservation and enhancement of natural heritage features identified in the Environmental Impact Study.

Preferences:

- Target a net annual total energy use intensity (TEUI) of less than 80 kWh/m² at project completion. This can be achieved through a range of building performance standards (e.g. forthcoming Waterloo Region Community Energy high performance building standards, Passive House, or Canada Green Building Council's Zero Carbon Building).
- Where possible, seek to capture lost energy or generate renewable energy on site, which can be used to offset total energy use in the calculation of TEUI, above. These initiatives could include working with the City to bring forward a thermal district energy system (if deemed feasible) or separate initiatives such as solar power generation and wastewater heat recapture.
- Include additional sustainability measures, where feasible, such as efficient water consumption, grey water recycling and low impact development (innovative stormwater control and overland flow mitigation that is integrated into a holistic landscape master plan/strategy for the whole development).



- Sensitively incorporate natural features and buffers into design of outdoor amenity spaces provided that the function and integrity of the features is maintained.

3.1.5 Design for safe, convenient and connected active and accessible travel within the site and to offsite transit stops, active transportation routes, and nearby amenities

Requirements:

- Prioritize safe and convenient pedestrian, cyclist and mobility scooter movement and cycle/scooter parking throughout the site.
- Design multi-modal transportation options that are thoughtfully integrated throughout the development and link to existing trails, active transportation routes, transit stops and other destination points (e.g. RIM Park and Library and likely future pedestrian crossing at University Avenue E and Millenium Blvd).
- Ensure sufficient vehicular parking to meet commercial, employment and visitor parking needs to avoid overflow parking on offsite locations (e.g. RIM Park).

Preferences:

- Where feasible, locate parking below ground or in structures behind active frontages.

3.1.6 Support diversity, inclusion, social cohesion and community well-being

Requirements:

- Identify approaches to determine eligibility for *required affordable units* (e.g. regional waitlist, or ensuring buildings are owned and operated by a non-profit housing organization that serves a unique population and has an established system for identifying eligible tenants).
- Units should be VisitAble where feasible (see [CMHC guidelines](#)), with a minimum of 20% of units within the development meeting or exceeding accessibility standards in the Ontario Building Code. All common areas must be barrier free and/or universal design.
- Design paths of travel to and from residential, commercial and employment uses and all building exits and entrances to be accessible.



- Provide opportunity for an accessibility review and site visit with City staff and Grand River Accessibility Advisory Committee to provide feedback on optimal design and placement of accessibility features.

Preferences:

- Consider partnerships and inclusive planning approaches to address the needs of diverse populations, including people with disabilities, seniors, and families.
- Incorporate functional features and amenities into units and buildings to serve future the needs of residents including, where appropriate, in unit laundry facilities and community rooms.
- Design a range of outdoor community spaces that encourage different types of activities, gathering and social connection.
- Consider, where appropriate, adopting smoke free policies for buildings that will accommodate populations vulnerable to smoke.

3.2 Submission Timing

The following are important dates related to the overall process:

Activity	Date*
Issue Date of the REOI	August 13, 2024
Deadline for Questions	September 9, 2024
Responses to Questions	September 16, 2024
Proposal Submission Deadline	September 30, 2024 before 5:00:00 p.m. EST
Council Meeting to Render Decision	December 2, 2024

* Dates subject to change

3.3 Submission Instructions

- 3.3.1** Proponents will need to have completed and submitted the requested Confidentiality and Non-Disclosure Agreement provided in Appendix 2 in order to be given access to the City's FTP which will enable the Proponent to receive Addenda and upload their proposal prior to the Proposal Submission Deadline.
- 3.3.2** ELECTRONIC PROPOSAL SUBMISSIONS ONLY, shall be uploaded to the City's FTP Site. Hardcopy submissions are not permitted.
- 3.3.3** Proponents are cautioned that the timing of their proposal submission is based on when the proposal is RECEIVED by the City. Uploading proposals can be delayed



due to file transfer size, transmission speed, etc. It is recommended that Proponents allow sufficient time to complete their proposal submission and to resolve any issues that may arise.

- 3.3.4 Proposals in response to this REOI should be received before the Proposal Submission Deadline.
- 3.3.5 The City reserves the right, but is not obligated to disqualify proposals that are submitted after the Proposal Submission Deadline. The City anticipates locking its FTP site not more than 24 hours after the Proposal Submission Deadline; once locked, the FTP site can no longer accept proposal submissions. Proponents are solely responsible for the timing of delivery of their proposals.

3.4 Proposal Consortium

The City will accept proposals from a consortium provided the lead Proponent in the consortium is a non-profit organization. If a Proponent proposes to operate through a consortium, a full explanation of the arrangement between the members must be provided. In such cases:

- The proposal should clearly identify the primary non-profit Proponent and all parties responsible for the performance of the requirements under this REOI;
- All members of the consortium shall sign all documentation and forms required in response to the REOI Documents if requested by the City;
- All members of the consortium will be required to sign any written contract that may be negotiated as part of this REOI process;
- The City reserves the right to request any documentation supporting the constitution or operation of the consortium; and
- The City may deal only with the primary Proponent in respect of all REOI matters (subject to the City's right to deal with other members of the consortium in its unfettered discretion).

3.5 Proposal Format and Content

The City has established three categories of requirements for proposals submitted:

- Part 1 – Proponent Declaration
- Part 2 – Planning Framework Conformity
- Part 3 – Conceptual Site Plan and Design Brief

- Part 4 – Financial and Operational Model
- Part 5 – Project Timeline

Each proposal should include all of the categories of requirements listed under each part below. The review team will review all proposals based on the criteria set out in this REOI document 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.

The City shall not consider proposals 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 Proponent from the Council of the City.

Part 1 – Proponent Declaration

The Proponent Declaration is included as Appendix 3 – Proponent Declaration to this REOI document and must be completed and provided as part of a submission.

Part 2 – Planning Framework Conformity

The submission must include a site data chart that summarizes the technical and quantitative aspects of the proposal and demonstrates how the proposal conforms to the requested Minister's Zoning Order (Appendix 1) and addresses certain objectives and requirements of this REOI document. The site data chart should include, at minimum, the Proponent's best estimates of the following:

- Number of buildings
- Heights (m) and storeys of each building
- Gross Floor Area (GFA) per building and site total for each of the following:
 - Residential uses
 - Commercial uses
 - Employment uses
 - Indoor/outdoor amenity areas
- Residential unit count per building and site total for each of the following:
 - Price (80% AMR units, 81-100% AMR/AMP units, Low end of market units)
 - Tenure (rental and ownership)
 - Bedroom count (1, 2, 3...)
- Total residential density (bedrooms per ha and units per ha)
- Parking ratio per building and site total for each of the following:



- Residential uses (indicate spaces per unit and spaces per visitor)
- Commercial uses
- Employment uses
- Structured and surface parking
- Landscaped open space (site total area and %)

Part 3 – Conceptual Site Plan and Design Brief

The Conceptual Site Plan and Design Brief will include the following information:

- a) Project Vision – A vision statement that indicates what the Proponent wants the proposed development to look like and achieve. It should describe at a high level how the project meets the objectives, requirements and preferences (where relevant) set out in this REOI document. It should include a statement of whether the project will require the City to grant the land or whether it will operate under a long-term land lease.
- b) Conceptual Site Plan – The conceptual site plan will show the proposed development in relation to the property boundary, including building footprints, roads, walkways, parking structures/surface parking, commercial and/or employment frontages outdoor amenity areas and landscaped open space, etc. The conceptual site plan should indicate the location of the hydro easement and tower, natural heritage features and any required buffers (if known by time of submission).
- c) Urban Design – A summary of how the proposal will achieve the urban design principles from current best practices and as outlined in the City’s Urban Design Manual, the Official Plan and this REOI document.
- d) Sustainability/Energy Approach – A summary of the sustainability approaches and features proposed to achieve the objectives, minimum requirements and where possible, preferences as set out in [Section 3.1.4](#) of this report
- e) Concept Building Designs/Renderings – Conceptual building designs for the various proposed residential and commercial buildings to show building massing and key design features.
- f) Transportation Features – Map and description of active and accessible transportation features within the site and show how they connect to other transportation routes and amenities offsite.

- g) Community Benefit - Identify and describe aspects of the project that will provide broad community benefit, including elements that support diversity and inclusion, or design features that encourage positive social interaction or well being.

Part 4 - Financial and Operational Model

Proposals must include:

- a) A high level capital and operating budget or pro forma that demonstrates financial viability. Anticipated grants/loans/waivers/exemptions from the City, Region, Province and/or Federal government should be identified.
- b) An explanation how the housing development will operate, including: who will own the lands and/or buildings in the short and long-term, plans for future subdivision of the lands if any, financial, legal or operational mechanisms proposed to ensure long-term affordability and/or attainability. Proposals involving the subdivision and sale of the lands to subsequent purchasers should clearly indicate whether those purchasers will be non-profit organizations, and if not, how the sale will advance the objectives and requirements set out in this REOI document.

Part 5 – Project Timelines

Identify key project milestones so the City can ensure the proposed development is reasonable and in alignment with the City's required development timelines under the Housing Accelerator Fund (see [Section 1.6 Timing](#)).

It is understood that this plan will evolve based on the development review process and additional site information; however, it is the City's expectation that the proposed plan including the main design features and vision for the development will form the basis for future development applications.

3.6 Amendments to REOI Documents

Questions in relation to this REOI document will be accepted online via the following email address: 2025UniversityEOI@waterloo.ca until the date as specified in the REOI timetable above. The City is not responsible if a Proponent's inquiry does not reach the City by the inquiry 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 REOI Documents, including addenda, will be circulated through placement on the City's FTP site. Although the City intends to provide notification to Proponents by email that documents or addenda

have been added to the site, such email notification is a courtesy only and Proponents 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 Proponents 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 proposals for responsiveness. This review will focus on determining whether or not submissions are complete based on the REOI requirements. Completeness of proposals will be determined by the City at its sole and absolute discretion. If a proposal 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 Proponent an opportunity to rectify the deficiencies within a rectification period as defined by the City. If the Proponent is unable to satisfy the deficiencies within the rectification period, the proposal will not be considered further.

The City will establish a review team for the purpose of reviewing proposals. The following items will be considered, generally in decreasing order of priority, by the evaluation team when reviewing proposals in response to this REOI:

- Achievement of the affordable housing objective and requirements ([Section 3.1.2](#)), including number of affordable and attainable housing units, level of affordability and duration of affordability;
- Community benefit, including mechanisms proposed to ensure benefits beyond the initial occupants (e.g. financial tools, legal agreements, ownership by mission-aligned organizations, or operational approaches);
- Urban design/conceptual site plan/timing and the proposal's achievement of the remaining objectives ([Sections 3.1.1 and 3.1.3-3.1.6](#));
- The Proponent's or consortium's experience, qualifications, capability and capacity;
- The Proponent's or consortium's development history;
- Information provided in the proposal 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 Proponent;
- The experience and qualifications of the Proponent's or consortium's senior management and project management;

- Innovative approaches proposed by the Proponent in the proposal; and
- Any other criteria, which the City deems relevant, whether or not disclosed in this REOI.

Through this review process, the City wishes to identify a Proponent with whom the City can enter into negotiations for an Agreement.

The City may proceed to negotiate with any number of Proponents, at the same or sequentially, at its election, until negotiations succeed with one Proponent (or until the City elects to terminate the negotiation process).

The City may seek Council approval or direction before proceeding with any negotiation process or at any point throughout the negotiation process.

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

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 proposals or elect to cancel the REOI process and not enter into negotiations or a contract with any Proponent.

Successful negotiations will result in a recommendation to City Council. The terms and conditions of any proposed Agreement are subject to approval by City of Waterloo Council. Should Council not approve moving forward with an Agreement that has been negotiated, the City may resume negotiations that lead to the rejected Agreement, proceed to negotiate with any number of Proponents or elect to cancel the REOI process and not enter into an Agreement with any Proponent.

4.1 Confidential Proponent Meetings

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

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

4.2 Execution of Contract

Upon Council's acceptance of a negotiated Agreement and approval to proceed, the recommended Proponent shall deliver to the City signed copies of the executed Agreement and any deliverables defined during the negotiation process.

The balance of the purchase price shall be paid on closing, subject to the terms of the negotiated Agreement.

The recommended Proponent'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 Proponent or Proponents or cancel this REOI process in its entirety.

4.3 Anticipated Terms of the Agreement

The City anticipates some of the terms of the agreement substantially as follows. Specific terms and language for each of these items will be subject to negotiation and must be acceptable to the City's Director of Legal Services and the City's advisors. Registration of an option agreement against title may be required in support of the re-purchase provisions that are anticipated to form part of any Agreement.

- 4.3.1 The successful Proponent agrees to submit a site plan application for the proposal within 16 weeks of Council's approval of the successful Proponent and to submit timely resubmissions thereafter.
- 4.3.2 Following site plan approval, the successful Proponent agrees to apply for a building permit for 50 or more units by December 31 2025.
- 4.3.3 The Proponent will substantially complete construction of the approved building or buildings and all landscaping required in connection to the approved site plan within five (5) years of the start of such construction; provided that, in the event that weather conditions do not permit completion of landscaping and exterior work within that time, such period for completion of landscaping and exterior work may be extended by the City as may reasonably be required. The City shall be kept informed of all construction schedules, any changes thereto, and of any delay in construction which might occur. Provided the Proponent starts and completes construction within the said time periods as contemplated above, the City shall sign and deliver a full and final release of the option to repurchase.
- 4.3.4 The City will have an option to repurchase the lands, subject to any terms and conditions in the Agreement, if the Proponent (i) does not start or substantially complete construction of buildings in accordance with the provisions above,

within the periods therein set out, or (ii) it enters into a sale of the Property or any part thereof prior to fulfilling all of the building conditions

4.3.5 In the event that the Proponent at any time determines that it is unable to start or complete construction as herein provided, the Proponent may request the City to extend the time within which such construction is to be started or completed as the case may be. The City may grant such extension on such terms and conditions as may be agreed upon. In any event, if construction is not completed by the originally required completion date, whether or not any extension of time is granted, the Proponent shall be required to pay to the City by way of damages (and not a penalty):

- i. the difference between (i) actual property taxes incurred, and (ii) the amount of taxes that would have accrued if the development had been completed on time, for the period of time ending when construction is finally complete; and,
- ii. a fixed sum per month of delay (in an amount to be negotiated and set out in the Agreement).

4.3.6 Notwithstanding anything else contained herein, for the purposes of this REOI and any related transaction between the City and any Proponent responding to it in respect of the Subject Land, the property shall in all cases be treated on an 'as is, where is' basis, without any agreement, representation or warranty of any kind, either express or implied on the part of the City as to its environmental condition, the condition of any structures thereon, if any, compliance with environmental laws, land use regulations or the uses to which the property may be put.

4.4 Prohibited Contacts and Lobbying Prohibition

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

- 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.

4.5 Media Release, Public Announcements, Public Disclosures

Proponents shall not issue or make any statements or news releases concerning their proposal, the REOI process, the City's evaluation of the proposals or the City's award or cancellation of the REOI process without the express written consent of the City.

4.6 Public Acknowledgement of Funds

The Proponent 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 Proponent, in all communication activities referring to the Project. The Proponent shall notify the City in advance of all communication activities, including media and fundraising events, publications, advertising and press releases.

The Proponent 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.

4.7 Requests for Clarification

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

4.8 Liability

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

This REOI is not intended to create a bid contract. The liability of the City to any Proponent 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 REOI process shall be limited to the lesser of the sum of Five Hundred Dollars (\$500.00) or the reasonable cost to the Proponent of preparing its proposal.

4.9 Disputes

- 4.9.1 In the event of a dispute arising in connection with this REOI process including, without limitation, a dispute concerning the existence, terms or scope of any contractual obligations or a dispute as to whether the proposal of any Proponent was submitted on time or whether a proposal 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 Proponent 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.
- 4.9.2 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 Proponents who submitted proposals, 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.
- 4.9.3 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.
- 4.9.4 The parties further agree that there shall be no appeal from the arbitrator's award.
- 4.9.5 Any Proponent asserting that a proposal of another Proponent is non-compliant shall do so by providing written notice to the City within twenty (20) days of the proposal opening, failing which the Proponent shall be deemed to accept all other proposals as compliant.
- 4.9.6 Any Proponent that disputes the City's determination that its proposal 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 proposal 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.

4.10 Representation & Warranty

By submitting a proposal to the City, the Proponent represents and warrants that its proposal is compliant with the terms set out in the REOI Documents. The Proponent



acknowledges that the City is relying on its representation and warranty. In the event that the Proponent's proposal is held by a Court of competent jurisdiction or an arbitrator to be non-compliant with the terms set out in the REOI Documents in a proceeding or dispute commenced by another Proponent (the "Claimant"), the Proponent 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.

4.11 Freedom of Information

The Proponent acknowledges that any proposal 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 Proponent 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 proposal or suppliers could be requested under this law. If the Proponent believes that all or part of the proposal should be protected from release, the relevant parts should be clearly marked as confidential. Please note that this will not automatically protect the submission from release, but it will assist the City in making a determination on release if a request is made.

4.12 Conflict of Interest

By submitting a proposal, the Proponent represents and warrants that it is not aware of any conflict of interest.

4.13 Accessibility Standards for Customer Service

Under the *Accessibility for Ontarians with Disabilities Act, 2005*, as may be amended from time to time, the successful Proponent providing the services contemplated herein shall ensure that every person in relation to this project, who deals with members of the public or other third parties on behalf of the City, or provides goods, services, or facilities on behalf of the City, has received all training required by Section 7 of Ontario Regulation 191/11, Integrated Accessibility Standards.



Appendix 1. Requested Minister's Zoning Order

Definition

1. In this Order,

- (1) "Zoning By-law" means Zoning By-law No. 2018-050 of the City of Waterloo, as amended.
- (2) Words and expressions have the same meaning as the corresponding words and expressions used in the Zoning By-law, except if otherwise defined in section 1.

Application

2. (1) This Order applies to lands in the City of Waterloo in the Regional Municipality of Waterloo, in the Province of Ontario, being the lands outlined in black and coloured grey on Map 1: 2025 University Ave E and filed at the Toronto office of the Ministry of Municipal Affairs and Housing located at 777 Bay Street.

(2) The land described in subsection 2(1) shall be considered as a single lot, and despite any future severance, partition or division of the land, the Order shall apply to it as if no severance, partition or division occurred.

Non-application of policy statements and Region of Waterloo Official Plan

3. Policy statements issued under subsection 1.3.2 of the Provincial Policy Statement, policies, policies under subsection 2.2.5 of the Growth Plan for the Greater Golden Horseshoe, and policies under 2.H.1 of the Region of Waterloo Official Plan do not apply in respect of a licence, permit, approval, permission or other matter required before a use permitted by this Order may be established on the land described in subsection 2 (1).

Permitted uses

4. (1) The permitted uses in the Residential Mixed-Use 40 (RMU-40) zone in the Zoning By-law apply to the lands described in subsection 2 (1) of this Order.

(2) In addition to the primary uses permitted by the Residential Mixed-Use 40 (RMU-40) zone described in subsection 4 (1) of this Order, the following additional primary uses are permitted:

- (a) *Freehold Townhouse Building*
- (b) *Stacked Townhouse Building*
- (c) *Townhouse Building*
- (d) *Triplex Building*



(3) In addition to the ancillary uses permitted by the Residential Mixed-Use 40 (RMU-40) zone described in subsection 4 (1) of this Order, the following additional ancillary uses are permitted:

- (e) *Alternative Education Centre*
- (f) *Artist Studio (Class A)*
- (g) *Art Gallery*
- (h) *Bake Shop*
- (i) *Business Incubator*
- (j) *Catering Establishment*
- (k) *Commercial Service*
- (l) *Commercial School*
- (m) *Community Garden*
- (n) *Educational Institution*
- (o) *Financial Service*
- (p) *Institution*
- (q) *Makerspace (Class A)*
- (r) *Microbrewery*
- (s) *Nanobrewery*
- (t) *Tech Office*
- (u) *Temporary Farmers Market*

Performance Standards

5. The zoning regulations set out in Zoning By-law, as applicable, apply to the lands identified in subsection 2(1), with the following exceptions:

(1) Permitted Ancillary uses and Complementary uses may comprise all or part of a *Podium* of a:

- (a) *Mixed-use Building containing Ancillary uses and/or Complementary uses on the First Storey or part thereof*
- (b) *Long Term Care Facility*
- (c) *Assisted Living Facility*

(2) The minimum setback from the easterly lot line of the lands identified in subsection 2(1) shall be 10 metres.

(3) Parking spaces required in accordance with the Zoning By-law shall be provided on the lands identified in subsection 2(1), but not necessarily on the same lot as the related use.

Deemed by-law

6. This Order is deemed for all purposes, except the purposes of section 24 of the Act, to be and to always have been a by-law passed by the council of the City of Waterloo.



Terms of use

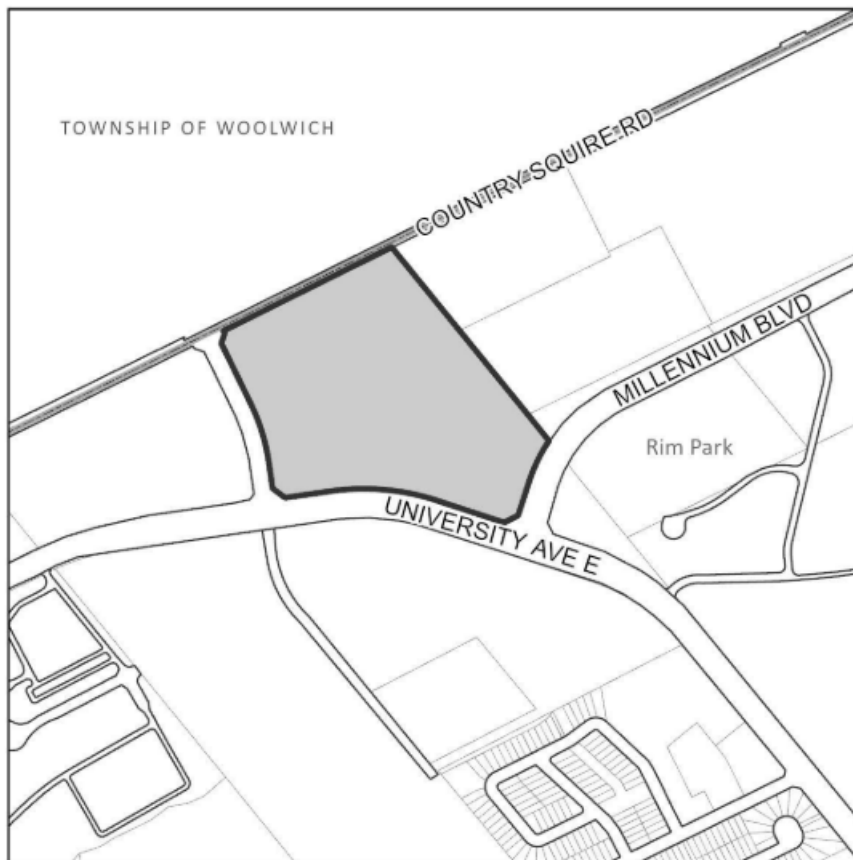
7. (1) Every use of land and every erection, location or use of any building or structure shall be in accordance with this Order, and any subsequent zoning amendment authorized pursuant to the *Planning Act*, R.S.O. 1990 c.P.13 as amended.

(2) Nothing in this Order prevents the use of any land, building or structure for any use prohibited by this Order if the land, building or structure lawfully existed and is lawfully so used on the day this Order comes into force.

Commencement

8. This Regulation comes into force on the day it is filed.

Map 1: 2025 University Ave E





Appendix 2. Confidentiality and Non-Disclosure Agreement

This Confidentiality and Non-Disclosure Agreement (this "**Agreement**"), dated as of [DATE], is between THE CORPORATION OF THE CITY OF WATERLOO, (the "**City**"), and [NAME OF RECEIVING PARTY], a [NAME OF JURISDICTION] [corporation/limited partnership] (the "**Receiving Party**"). Each of the City and the Receiving Party is a "**Party**" and, together, the "**Parties**".

1. Confidential Information.

- 1.1 The Parties wish to explore a possible real estate transaction between the Receiving Party and the City (the "**Relationship**") in connection with which the City has disclosed and may further disclose its Confidential Information (as defined below) to the Receiving Party. This Agreement is intended to allow the Parties to continue to discuss and evaluate the Relationship while protecting the City's Confidential Information (including Confidential Information previously disclosed to the Receiving Party) against unauthorized use or disclosure.
- 1.2 The Parties hereby acknowledge that, by virtue of this Agreement, the Receiving Party will have access to Confidential Information of the City and that the communication of the Confidential Information to any third party could irreparably injure the business of the City. Accordingly, the Receiving Party agrees that, during the Holding Period (as defined below), the Receiving Party shall treat and safeguard, and shall cause its affiliates, and its and its affiliates', directors, officers, employees, general partners, agents and consultants (including lawyers, financial advisors and accountants) (collectively, the "**Representatives**") to treat and safeguard, as confidential and secret all Confidential Information received by the Receiving Party at any time, and that the Receiving Party shall not and shall not permit its Representatives to, without the prior written consent of the City, disclose or reveal any Confidential Information or the fact that it has received Confidential Information, or that any discussions or negotiations are or were ongoing between the Parties, to any third party whatsoever or use the Confidential Information in any manner except in connection with the Relationship.
- 1.3 For the purposes of this Agreement, "**Confidential Information**" means any information not generally known to the public or recognized as standard

industry practice, including, without limitation: any data; reports; studies; interpretations; forecasts; know-how; compositions; plans; strategies; strategic partnerships; employee information; financial records; research; ideas; concepts; designs; formulae; technology; methods or processes, whether or not patented or patentable; the substance of agreements with any third party; supplier lists; marketing arrangements; pricing policies and records; and the existence of the discussions between the Parties, and such other information normally understood to be confidential or otherwise designated as such in writing by the City, and information discerned from, based on or relating to any of the foregoing which may be prepared by the Receiving Party, all of which the Receiving Party expressly acknowledges and agrees shall be confidential, and proprietary information belonging to the City. Confidential Information shall also include any other document or information (whether of the City or of any supplier or contractor of the City or any third party with whom or which the City has an agreement concerning the confidentiality of information) which comes into the Receiving Party's possession as a result of this Agreement.

- 1.4 For the purposes of this Agreement, “**Derivative Information**” means any analyses, studies, notes or documents prepared for the Receiving Party’s own use which reflect Confidential Information or from which Confidential Information may be ascertained.
- 1.5 On the City's request, the Receiving Party shall, at the City's discretion, promptly return to the City or destroy all of the Confidential Information and Derivative Information in its and its Representatives' possession and, at the City's [written] request, certify in writing that the Confidential Information and Derivative Information have been returned or destroyed; provided, however, that the Receiving Party may retain copies of the Confidential Information and Derivative Information that are stored on the Receiving Party's information technology backup and disaster recovery systems until the ordinary course deletion thereof. Notwithstanding the return or destruction of the Confidential Information, the Parties and each of their Representatives shall continue to be bound by terms and conditions of this Agreement with respect to such retained Confidential Information and Derivative Information.
- 1.6 The Receiving Party further agrees that it shall:
 - a) immediately notify the City, in writing, of any breach of this Agreement;
 - b) fully cooperate with the City to mitigate the effect of such breach; and



- c) be responsible for any breach of this Agreement caused by it or any of its Representatives or any third party to whom or to which it has provided or given access to the Confidential Information.

- 1.7 The Receiving Party, and any third party to whom or to which the Receiving Party provides the Confidential Information, will comply with all applicable laws with respect to the use and maintenance of the Confidential Information, including without limitation, any applicable data protection laws.

2. Term and Termination.

- 2.1 Each Party's rights and obligations under this Agreement shall commence on the date first written above and expire on the date that is the earlier of (i) [NUMBER] year[s] from such date, and (ii) [NUMBER] year[s] after any notice under Section 1.4, unless, in either case, any applicable privacy law requires a longer period in which case the obligations under this Agreement shall continue for such required period (the "Holding Period").

3. Additional Provisions.

- 3.1 Neither the City nor any of its representatives or other agents makes any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information nor shall any of them be liable to the Receiving Party or any of its Representatives relating to the Receiving Party's use of the Confidential Information or any errors therein or omissions therein or therefrom.
- 3.2 The City hereby retains its entire right, title and interest, including all intellectual property rights, in and to all of the Confidential Information, and nothing herein shall be construed as an assignment or other transfer of any of the City's rights in the Confidential Information to any other party.
- 3.3 The Parties agree that this Agreement does not require the City to provide any information to the Receiving Party or any of its Representatives and that neither Party is under any legal obligation to conduct or continue any discussions or negotiations with respect to, or enter into, any relationship, other agreement or transaction whatsoever, including, without limitation, the Relationship.
- 3.4 The Receiving Party acknowledges and agrees that monetary damages might not be a sufficient remedy for any breach or threatened breach of this Agreement by the Receiving Party or its Representatives. As a result, in addition



to all other remedies available at law (which the City does not waive by the exercise of any rights hereunder), the City shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach of this Agreement, and the Receiving Party hereby waives any requirement for the securing or posting of any bond or security or the showing of actual monetary damages in connection with such claim. If either Party institutes any legal suit, action or proceeding against the other Party arising out of or relating to this Agreement, the prevailing Party in the suit, action or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such Party in conducting the suit, action or proceeding, including reasonable legal fees, disbursements and charges on a substantial indemnity/solicitor-client basis.

- 3.5 Entire Agreement. This Agreement supersedes all prior oral or written agreements or understandings that may exist between the parties hereto in respect of the Confidential Information or any Relationship, excepting only the Request for Expressions of Interest issued by the City in respect of 2025 University Avenue East to which the Confidential Information relates.
- 3.6 Notices; Amendments and Assignments; Counterparts. All notices under this Agreement shall be delivered to the other Party at the address or email address set forth on the signature page to this Agreement. This Agreement may not be amended or assigned without the prior written consent of each Party. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

[signature page follows]



IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

THE CORPORATION OF THE CITY OF
WATERLOO

By _____

Name:

Title:

Address:

Email:

Agent/Realtor:

By:

Name:

Title:

Company:

Address:

Email:

Date:

[RECEIVING PARTY NAME]

I have authority to Bind the Corporation

By _____

Name:

Title:

Address:

Email:

Please email this executed NDA to the following email address:

2025UniversityEOI@waterloo.ca

A link to the FTP site will be forwarded upon receipt of the NDA



Appendix 3 – Proponent Declaration

1. Proponent's Information

Name: _____

Company Name: _____

Address: _____

Phone Number: _____

Email: _____

2. Proponent's Project Team

Name: _____

Company Name: _____

Address: _____

Phone Number: _____

Email: _____

*add additional lines as required

3. A total of three (3) projects that any member of the consortium has experience with that are similar in scope to the proposal:

i. _____

ii. _____

iii. _____



4. Statement of Financial Capacity:

Statement of financial capacity including evidence that the Proponent maintains a permanent place of business; has available the qualified personnel to do the work as proposed; has financial status and financing to meet the financial obligations incidental to the work.
