

THE WAY WE GREEN



Brownfield
Redevelopment
Grant Program
In Effect November 19, 2014



Contents

Introduction	1
Eligibility Criteria for All Grant Phases	1
Application Process	2
Phase I: Historical Investigation: Environmental Site Assessment Phase I.....	3
Eligibility Criteria	3
Grant Payment for Phase I Grant	4
Phase II: Testing, Delineation, Remedial/Exposure Control Planning	5
Eligibility Criteria	5
Grant Payment for Phase II Grant	6
Phase III: Remediation	7
Eligibility Criteria	8
Grant Payment for Phase III Grant	12
Phase IV: Remediation/Exposure Control with Interim Solution.....	14
Eligibility Criteria	14
Grant Payment(s) for Phase IV Grants	17
Brownfield Redevelopment Grant Funding Agreement	1
1. Brownfield Redevelopment	2
2. Inspection, Assessment and Audit	2
3. Grant Payments	2
4. Termination of Agreement.....	7
5. Assignment by the Applicant.....	8
6. Disclosure of Information	8
7. General	9
Schedule “A” – Grant Application Form.....	1
AFFIDAVIT OF EXECUTION	1
Schedule “B” – Grant Approval Letter	2
Schedule “C” – Grant Payment Requirements	4



Introduction

The Brownfield Redevelopment Grant Program is managed by the City of Edmonton. This document describes how to qualify for a grant, and includes the grant application form. This single application form may be used to apply for each phase(s) relevant to your proposal. Grant awards for qualified proposals are subject to availability of funds at the time of application. A waiting list for grant funding will be managed on a first come/first served basis.

The program's funding tools assist owners of Brownfield sites with the additional financing needed to address environmental testing, remediation and/or exposure control costs in preparation for redevelopment. The grant has four Phases. Phases I, II and III support the identification of potential environmental issues, testing, delineation and remediation. Phase IV offers financial assistance for the construction of infrastructure to support an innovative interim land use or renewable energy project, and/or a detailed exposure control program or long-term passive remediation approach (e.g., monitored natural attenuation with exposure control).

An applicant may apply for one or more grants for different Phases but grants will not be issued for both Phase III and Phase IV of any one project. In other words, each project may be eligible for a Phase III or Phase IV Grant but not both. The total cumulative grant amount for any project for Phase I, II and IV Grants is \$200,000. The maximum value for a Phase III Grant is up to 100% of total remediation costs or the Net Municipal Tax Uplift calculated by the City Assessor over a term of six (6) years, whichever is less, per subject property. The Phase III Grant is paid annually for the duration of the agreement and is calculated by determining the current year's municipal tax uplift against the baseline municipal tax valuation determined by the City Assessor at the time of execution of the Grant Funding Agreement. Approval of Phase I, II and IV Grants is subject to eligibility criteria as well as budget availability. Approval of a Phase III Grant is subject to eligibility criteria and approvals by the appropriate municipal authorities, including necessary budget approvals.

Eligibility Criteria for All Grant Phases

- The property must be located within the boundaries of the City of Edmonton.
- The property must have been formerly used for the purposes of gasoline and/or diesel refueling.
- The current condition of the property must meet the City of Edmonton's Brownfield definition: "A Brownfield is a site that is under-utilized and where past activities on the site may have caused environmental soil and/or groundwater contamination." For the purposes of this program these Brownfields exhibit good potential for other uses such as economically viable business opportunities.
- For Phase III grants, the applicant must own the subject property. For Phase I, II or IV grants, the applicant does not have to be the owner of the subject property but the



applicant must provide express written consent from the property owner for the Environmental Site Assessment (“ESA”), remediation or Phase IV activity to be undertaken and must provide written consent from the property owner to allow access to the site.

- Property owned by the City of Edmonton, any other municipality or the provincial or federal government is not eligible for a grant under this program.
- Grant payments will not be paid until the City has reviewed and confirmed that all that taxes imposed pursuant to part 10 of the *Municipal Government Act*, R.S.A. c. M-26, have been paid for any property within the City of Edmonton that is owned by the grant recipient.

Application Process

- Applicants who plan to apply for rezoning or subdivision of the property referenced in their application should consult with the City’s Sustainable Development Department by calling 311 for basic information. A meeting should be arranged with a Sustainable Development professional prior to formally submitting an application. This step is critical to understand the planning approval process and ensure timely processing and project approval.
- At the time the application is submitted, a site inspection may be carried out to verify that the subject property meets the Brownfield definition. Applicants must provide results of any previous ESA and other relevant environmental records with their application.
- All environmental data will be evaluated in the context of current environmental criteria and guidelines.
- The City of Edmonton Brownfield Coordinator will work with applicants to develop applications to the level of detail that the City requires.
- Except for applications for Phase III Grants on properties within a Community Revitalization Levy (CRL) area, the City of Edmonton Brownfield Grant Panel will assess completed applications and either approve or refuse an application, subject to any necessary approvals by City Council. The City of Edmonton Brownfield Grant Panel will also make determinations on eligibility of costs, including eligibility of remediation costs for Phase III Grants, subject to any necessary approvals by City Council. The City of Edmonton, including the Brownfield Grant Panel, may require additional information from applicants in order to consider applications.
- For applications for Phase III Grants on properties within a CRL area, the City of Edmonton Brownfield Grant Panel will assess completed applications and recommend either approval or refusal of the application to the City of Edmonton Corporate Leadership Team (CLT). The City of Edmonton Brownfield Grant Panel will also make recommendations to CLT on the eligibility of remediation costs for Phase III Grants and will make a recommendation to CLT on the Maximum Grant Amount, as calculated by the City Assessor. CLT will make the final determination on whether to approve or refuse an application for a Phase III Grant on a property within a CRL and, if approved, will make a determination on the Maximum Grant



Amount. Any decision of CLT will be considered final and binding, subject to any necessary approvals by City Council.

- The City of Edmonton Brownfield Grant Panel may only approve applications cumulatively that amount to a total sum of annual grant payments of up to \$5,000,000 (five million dollars) per year for all grants (including all Phase I, II, III and IV Grants) under the Brownfield Grant Program.
- All material submitted to the City of Edmonton as part of a grant application may be shared internally within the City of Edmonton and externally with any relevant government agencies.
- Applicants whose projects have received preliminary approval will be required to enter into a Grant Funding Agreement with the City of Edmonton in the form attached.
- Except for applications for Phase III Grants on a property within a CRL area, an applicant who disagrees with the decision of the City of Edmonton Brownfield Grant Panel may appeal the decision by providing written notice of appeal, including the reasons and any supporting documentation for the appeal, to the General Manager of Sustainable Development within 14 (fourteen) days of the applicant receiving notice of the decision of the City of Edmonton Brownfield Grant Panel. Upon receiving written notice of appeal of the decision of the City of Edmonton Brownfield Grant Panel, the General Manager of Sustainable Development may request any additional information that is necessary to evaluate the notice of appeal and must within a reasonable time provide a written decision regarding the notice of appeal, which will be considered final and binding, to the Applicant and the City of Edmonton Brownfield Grant Panel either confirming the decision of the City of Edmonton Brownfield Grant Panel or varying all or part of the decision of the City of Edmonton Brownfield Grant Panel.

Phase I: Historical Investigation: ESA Phase I

Grant Amount: Maximum of \$5,000 or 80% of the Phase I ESA, whichever is less per proposal (the “Phase I Grant”).

Eligibility Criteria

- a) An application for the Phase I Grant must be submitted to the City prior to the start of any work to which the grant will apply.
- b) The Phase I Grant is to be used towards completing a Phase I ESA.
- c) The Phase I ESA and the associated report must comply with the CSA Z768-01 (R2006) Phase I ESA standard guidance document. The Phase I ESA report must include, but is not limited to:
 - i. Historical review of the subject property and adjacent properties, including a historical summary of land titles (subject property only); land uses; interviews; review of aerial photographs on at least a 5-7



year interval (where available) dating back as far as possible given adequate scale and quality of the photos; municipal, provincial and federal regulatory agency records checks; review of other environmental reports available for the property.

- ii. Review of any historical uses of properties in the general area where activities had the potential to cause an adverse environmental impact (not limited to directly adjacent properties).
- iii. Present-day review of the subject property and adjacent lands, including site visits and interviews with present owners and land users. During a site visit, the owner is responsible for enabling unencumbered inspection of suspected areas (e.g. Removal of snow where warranted).
- iv. Copies of location maps, site diagrams and aerial photographs. Any documentation acquired during the historical or present-day review should also be presented in the report.

d) Applications must include:

- i. Proof of site ownership or written consent from the property owner to submit the grant application and to allow access to the site.
- ii. A proposal for the environmental study prepared by a Qualified Environmental Specialist, including a cost estimate to complete the work.¹
- iii. A description of the planned redevelopment or interim land use, including timeframes and any planning applications that have been submitted or approved.

Grant Payment for Phase I Grant

To receive grant payment for the Phase I Grant:

- a) Phase I ESA must be completed.
- b) All environmental studies must be conducted and signed off by a Qualified Environmental Specialist and must meet the scope of work and detailed plans outlined in the proposal provided with the grant application form to the satisfaction of the City.

¹ A **Qualified Environmental Specialist** is a person who is a member in good standing with of one of the seven professional regulatory organizations outlined in the document *Professional Responsibilities in Completion and Assurance of Reclamation and Remediation Work in Alberta – Joint Practice Standard (September 2007)*. This document is endorsed by the Province of Alberta.

- c) One (1) electronic copy of the draft report will be provided to the City for review. After the City review is complete, one (1) electronic copy and five (5) hard copies of the final report must be submitted.
- d) Grants will be paid to the Qualified Environmental Specialist conducting the work or to the property owner once the report has been fully completed to the City's satisfaction.
- e) The City reserves the right to audit the costs of studies prior to making any grant payments. The eligible grant amount will be reduced by any audit costs incurred by the City.
- f) Payment is subject to the City having sufficient budget funds allocated to the program for the payment.
- g) Phase I Grants will not be paid until the City has reviewed and confirmed that all that taxes imposed pursuant to part 10 of the *Municipal Government Act*, R.S.A. c. M-26, have been paid for any property located within the City of Edmonton that is owned by the grant recipient.

Phase II: Testing, Delineation, Remedial/Exposure Control Planning

Phase IIa. "ESA Initial" (Phase II ESA a)

Phase IIb. "ESA Delineation" (Phase II ESA b) and/or

Phase IIc. "Remedial/Exposure Control Planning" (Phase II ESA c)

(collectively referred to henceforth as Phase II Grant)

Grant Amount: Maximum of \$80,000 or 80% of the cost of the environmental study (any combination of Phase II a, b and c) being proposed, whichever is less, per subject property.

Eligibility Criteria

- a) A complete application for Phase II Grant must be submitted to the City prior to the start of any work to which the grant will apply.
- b) The Phase II Grant can be used for one or all of the following purposes:
 - i. "Phase II ESA a" funds can be used to confirm the presence or absence of contamination at the site with a reasonable level of certainty, as determined by a Qualified Environmental Specialist conducting;
 - ii. "Phase II ESA b" funds can be used to delineate contamination at the site based on previously obtained "Phase II ESA a" information (any existing Phase II ESA data must be updated in a manner such that it can be compared to the most recently published provincial guidelines); and/or



- iii. "Phase II ESA c" funds can be used to develop a plan to remove, treat, or otherwise manage contamination found on the site (such as a Remediation Plan or Exposure Control Management Plan).
- c) Applications must include:
 - i. A current (<1 year old) Phase I ESA in accordance with requirements outlined in Phase I. This report must have been prepared on behalf of the applicant;
 - ii. Proof of site ownership or written consent from the property owner to submit the grant application and to allow access to the site;
 - iii. A proposal for the environmental study prepared by a Qualified Environmental Specialist including a cost estimate to do the work and a site plan identifying borehole locations and identified potential sources of contamination;
 - iv. A detailed work plan with defined end dates and milestones (including site map with proposed boreholes, monitoring wells, previous excavation areas, utilities, and other relevant site information); and
 - v. A description of the planned redevelopment or interim land use, including timeframes and any planning applications that have been submitted or approved.

Grant Payment for Phase II Grant

To receive grant payment for the Phase II Grant:

- a) All environmental studies must be conducted and signed off by a Qualified Environmental Specialist and must meet the scope of work and detailed plans outlined in the proposal provided with the grant application form to the City's satisfaction. Copies of all reports must be provided to Alberta Environment and Sustainable Resource Development (the regulator) and the City of Edmonton. All final reports and evidence that the reports have been submitted to the regulator must be provided to the City in order to receive final grant payment.
- b) One (1) electronic copy of all draft reports must be provided to the City for review. After the City review is complete, one (1) electronic and five (5) hard copies of the final reports must be submitted to the City.
- c) Grant funds will be paid directly to the Qualified Environmental Specialist conducting the work or to the property owner once the report has been fully completed to the City's satisfaction. A Phase I ESA is required for review to confirm a "Phase II ESA a" proposal. A Phase I ESA that meets the requirements for a "Phase II ESA a" proposal, and a Phase II ESA report are required for review to confirm a "Phase II ESA b" proposal. All previous



- environmental investigations meeting the requirements of the Phase I ESA, and “Phase II ESA a” and “Phase II ESA b” are required for review to confirm a “Phase II ESA b” proposal (the remediation action plan or exposure control plan proposal).
- d) For “Phase II ESA b” and “Phase II ESA c” proposals, the applicant must confirm in writing that any affected third parties have been notified and have received copies of all environmental reports. The applicant must also provide confirmation that affected third parties have accepted the remediation and/or management approach recommended for off-site contamination that affects those third parties. Where third parties do not permit off-site testing, grant applicants must include evidence that they have notified the third party owner(s) in writing of the implications, including but not limited to affects to the third party of all remediation and management plans.
 - e) The City reserves the right to audit the costs of studies prior to advancing any grant payments. The eligible grant amount will be reduced by any audit costs incurred by the City.
 - f) Payment is subject to the City having sufficient budget funds allocated to the program for the payment.
 - g) Phase II Grants will not be paid until the City has reviewed and confirmed that all that taxes imposed pursuant to Part 10 of the *Municipal Government Act*, R.S.A. c. M-26, have been paid for any property located within the City of Edmonton that is owned by the recipient of the grant.

Phase III: Remediation

Grant Amount: Up to 100% of total remediation costs or the Net Municipal Tax Uplift as calculated by the City Assessor over a term of six (6) years, whichever is less, per subject property. Eligible properties that are remediated and obtain at least a LEED Silver certification will be eligible to receive up to 100% of the Grant Amount. All other eligible properties will be eligible to receive up to 50% of the Grant Amount.

The Net Municipal Tax Uplift means the annual increase in municipal property taxes and is calculated by the City Assessor by subtracting the Municipal Property Tax Baseline Valuation from the municipal property taxes payable in the taxation year. Only municipal property taxes, as defined in the Grant Funding Agreement, will be used. Education taxes as defined in sections 359, 359.1 and 359.2 of the *Municipal Government Act*, R.S.A. 2000, c. M-26, are not included in this calculation.

The Municipal Property Tax Baseline Valuation is established by the City Assessor at the time of execution of the Grant Funding Agreement and is equal to the Municipal Property Taxes found on the municipal tax roll, as calculated by the City Assessor after all assessment complaints and appeals are fully determined and the assessment is

finalized, for the year in which the Agreement is executed or as otherwise agreed to by the parties.

The Grant Amount is payable in six (6) annual consecutive payments, generally made once per year. The grant amount payable annually shall not at any time exceed the actual Net Municipal Tax Uplift for that taxation year.

The Maximum Grant Amount payable is calculated at the time of execution of the Grant Funding Agreement and will be up to 100% of the total remediation costs or the projected Net Municipal Tax Uplift, as calculated by the City Assessor, over a term of six (6) years, whichever is less, per subject property. In the event that the sum of the actual annual grant payments paid, including any annual grant payments equal to \$0.00, is less than the Maximum Grant Amount, the actual grant amount payable will be decreased accordingly.

If an annual grant payment is reduced due to unpaid taxes, which were imposed pursuant to part 10 of the *Municipal Government Act*, R.S.A. 2000, c. M-26, or any reason other than LEED Silver certification being provided at a later date that is prior to the time period passing for the six (6) annual consecutive payments to be paid, the Grant Amount shall be reduced accordingly and any subsequent annual grant payment shall not be increased to compensate the Applicant for the reduction.

The grant application, the Maximum Grant Amount and the Grant Funding Agreement must be approved by the appropriate municipal authority prior to the City's execution of the Grant Funding Agreement. The Grant Funding Agreement is subject to passage by the Municipal Council of the City of a dedicated line item in the operating budget that reflects the estimated Maximum Grant Amount.

Eligibility Criteria

- a) A completed application for the Phase III Remediation grant must be submitted to the City prior to the start of any work to which the grant will apply.
- b) Proposals that receive Phase I or Phase II grant funding may apply for Phase III Grant funding.
- c) Proposals that receive Phase IV grant funding are not eligible for Phase III Grant funding.
- d) Properties located within a Community Revitalization Levy (CRL) area may not be eligible for Phase III grant funding at the sole and unfettered discretion of the City. Decisions to approve or refuse applications for Phase III Grants on properties located in a CRL area will be made by the City of Edmonton's Corporate Leadership Team (CLT).



- e) Applicants for a Phase III grant must be the property owner of the subject property.
- f) All taxes imposed pursuant to part 10 of the *Municipal Government Act*, R.S.A. c. M-26, must have been paid for the subject property, and any property located within the City of Edmonton that is owned by the same property owner at the time of application for the grant and, if approved for grant funding, at the time of execution of a grant funding agreement.
- g) This grant is to be awarded against environmental remediation costs that have been confirmed by a Qualified Environmental Specialist and approved by the City and all environment work must be completed prior to execution of a Grant Funding Agreement. Final decisions on eligibility of costs shall be at the sole discretion of the City. For the purposes of this grant, environmental remediation costs will include LEED Silver or higher certification costs where LEED silver or higher certification is planned. Except for LEED Silver or higher certification expenses (which are eligible), only those costs related directly to remediation activities of the site will qualify for possible grant funding. The grant may cover the cost of actions taken to reduce the concentration of contaminants of the property in order to permit the property to be redeveloped. The grant may also cover demolition and removal of existing on-site infrastructure required prior to environmental remediation being conducted. The grant will not cover costs for construction of underground parking, such as a parkade developed below grade, and will not cover sub-contractor costs. Excavation of clean overburden to access contaminated soil and excavation of contaminated soil that must be removed as part of construction of a basement or underground parking may qualify for grant funding. Any grant funding already provided by the City on the subject property, including any funding provided under a prior version of this grant program, may not be eligible for reimbursement. Remediation costs must be apportioned and shown separately from construction costs as outlined in the Phase III Cost Estimates Template. This apportionment must be confirmed by a Qualified Environmental Specialist and submitted for approval by the City prior to execution of the Brownfield Grant Funding Agreement.ⁱ
- h) Even if all other eligibility and application criteria are met, subject properties obtaining less than LEED Silver certification will only be eligible for up to 50% of the Grant Amount.
- i) If all other eligibility and application criteria are met and LEED Silver Certification or higher is planned, the City may enter into a Grant Funding Agreement with the Applicant for up to 100% of the Grant Amount and any applicable certification fees, provided the maximum amount of the Phase III Grant does not exceed the sum of 100% of the total remediation costs,



including any LEED Silver certification costs, or the Net Municipal Tax Uplift calculated over six (6) years, whichever is less. To be considered for reimbursement of LEED Silver, or higher, certification expenses, copies of any expected certification expenses, including any paid invoices for expenses (according to the current CGBC fee schedule noted at <http://www.cagbc.org/Content/NavigationMenu/Programs/LEED/Projectfees/default.htm>) must be delivered to the City with the grant funding application.

- j) Applications must include:
- i. A complete and current (<1 year old) Phase I ESA according to requirements outlined in the Phase I Eligibility Criteria. This report must have been prepared on behalf of the applicant.
 - ii. Proof of site ownership.
 - iii. A complete report documenting the proposed remediation project and confirming with a reasonable level of certainty (as assessed by a Qualified Environmental Specialist conducting the assessment) that levels of contaminants of concern at the site exceed the target criteria in the provincial guidelines. This report must meet the requirements of for a “Phase II ESA a” proposal. Any existing Phase II ESA data must be updated in a manner that enables it to be compared to the most recently published provincial guidelines.²
 - iv. A complete and current (<1 year old) Phase II ESA report identifying all on-site and off-site sources of contamination. Contamination at the site must be fully delineated (including off-site impacts), as assessed by a Qualified Environmental Specialist. This documentation must meet the requirements of the “Phase II ESA b” proposal. Any existing Phase II ESA data must be updated in a manner that enables it to be compared to the most recently published provincial guidelines.
 - v. A formal remediation plan that outlines a chosen remediation methodology and identifies a necessary course of action to remediate the site to its intended land uses, prepared by a Qualified Environmental Specialist. The remediation plan must include, but is not limited to:
 - i. Full delineation of the contamination (including off-site impacts);
 - ii. A full description of the remediation method proposed;

²Use the table “Phase III Remediation Cost Template” from the Brownfield Grant website <http://www.edmonton.ca/environmental/programs/brownfield-redevelopment-grant-program.aspx> for an acceptable breakdown of remediation costs. Additional line items may be added to incorporate all relevant remediation work in your plan. A sample is included at the end of this document.



- iii. A full description of how the remediation method will meet the requisite environmental criteria for the full range of allowable land uses;
 - iv. Results of any feasibility studies conducted;
 - v. A detailed work plan and cost estimates (using the attached City of Edmonton template) for the environmental remediation; and
 - vi. The timeframe in which remedial endpoints are expected to be met.
- vi. A business plan that must include, but is not limited to:
- i. Written details for all planned environmental, social and economic benefits;
 - ii. A plan for execution of the remediation plan and confirmation that the remediation plan will meet environmental criteria applicable for the full range of allowable and proposed uses for the subject property;
 - iii. Intended land use and development plans in sufficient detail to allow calculation of a projected property tax assessment including information such as the number and type of units, the area covered in square metres, timeline of construction and redevelopment, size of the lot and any sustainability highlights such as utilization of a green roof and use of renewable energy;
 - iv. Construction cost estimates;
 - v. Where LEED Silver or higher certification is planned, a full written description of how the certification will be achieved, including the total projected points for each of the seven topic areas and an overall projected total, and where reimbursement for certification expenses is being requested, copies of all expected costs, including any paid invoices;
 - vi. Economic and financial assessments (including an allocation for remediation cost estimates and construction costs estimates);
 - vii. Financing plans;
 - viii. Partners and their roles and responsibilities; and
 - viiii. Any site management considerations specific to the Property.

The City's Brownfield Coordinator will work with the applicant to develop cost estimates to the level of detail the City requires.

Grant Payment for Phase III Grant

To receive grant payment(s) for Phase III Grants the following criteria must be established to the satisfaction of the City and any required supporting documentation must be delivered to the City prior to the date of execution of a Grant Funding Agreement, except for LEED Silver Certification documentation which may be provided at a later date, as outlined below:

- a) Applicants whose projects have received preliminary approval are required to enter into a Grant Funding Agreement, in the form attached. The Grant Funding Agreement is subject to passage by the Municipal Council of the City of a dedicated line item in the operating budget that reflects the projected Maximum Grant Amount. Further, Grant Funding Agreements that exceed delegated authorities are subject to approval by a Committee of City Council. The Grant Funding Agreement will contemplate a Maximum Grant Amount that is equal to the maximum amount payable at the time of execution of the Grant Funding Agreement equal to the estimated Net Municipal Tax Uplift calculated over a period of six (6) years or up to 100% of the total remediation costs, whichever is less, for the Property. The actual grant amount payable may be less than the Maximum Grant Amount as the City will not make any annual grant payments that exceed the actual net municipal tax uplift, as calculated by the City Assessor, for that year.
- b) When a minimum of LEED Silver certification is not planned, the City will enter into a Grant Funding Agreement for a Maximum Grant Amount equal to 50% of the maximum amount payable (50% of the total approved remediation costs or the Net Municipal Tax Uplift calculated over a period of six (6) years, whichever is less, for the Property). Up to 100% of the Maximum Grant Amount will be disbursed in annual grant payments, generally paid once per year, for a maximum of six (6) annual consecutive grant payments, including any annual grant payments equal to \$0.00. However, the City will not make any annual payments that exceed 50% of the Net Municipal Tax Uplift, as calculated by the City Assessor, for the relevant taxation year.
- c) Where a minimum of LEED Silver certification is planned, the City will enter into a Grant Funding Agreement for a Maximum Grant Amount equal to 100% of the maximum amount payable (up to 100% of the total approved remediation costs or the Net Municipal Tax Uplift calculated over a period of six (6) years, whichever is less, for the Property). Up to 100% of the Maximum Grant Amount will be disbursed in annual grant payments, generally paid once per year, for a maximum of six (6) annual consecutive grant payments, including any annual grant payments equal



to \$0.00. However, the City will not make any annual payments that exceed 50% of the Net Municipal Tax Uplift, as calculated by the City Assessor, for the relevant taxation year until documentation showing LEED Silver Certification or higher is delivered to the City. Upon the City receiving document showing LEED Silver Certification or higher, the City will commence annual payments of up to 100% of the Net Municipal Tax Uplift, as calculated by the City Assessor, for the relevant taxation year and will make a lump sum payment to the applicant equal to the sum of any annual grant payments that were paid prior to documentation proving LEED Silver certification or higher being delivered to the City and that were paid at 50% of the Net Municipal Tax Uplift for the applicable taxation year.

- d) After a Grant Funding Agreement is entered into, the first annual payment of the Grant Amount will usually be paid in the October following Municipal Council approving a dedicated line item in the operating budget that reflects the estimated Maximum Grant Amount in an operating budget.
- e) All environmental work must be completed and signed off by a Qualified Environmental Specialist and must meet the scope of work and detailed plans outlined in the proposal provided with the grant application form to the satisfaction of the City, prior to execution of the Grant Funding Agreement. Documentation confirming that remediation to the appropriate levels for the intended use of the Property has been completed and that any proposed exposure control program is adequate for the intended land use of the Property must be provided to the City prior to the execution of the Grant Funding Agreement. This may involve access to external agencies for comment or review.
- f) One (1) electronic version of draft reports must be provided to the City for review. After the City review is complete, one (1) electronic and five (5) hard copies of the final reports shall be submitted to the City.
- g) The City reserves the right to audit the costs of all components of the project as outlined in the eligibility section, only those costs related directly to remediation activities of the Property will qualify for the grant. Final decisions on eligibility of costs shall be at the sole discretion of the City. The eligible grant amount will be reduced by any audit costs incurred by the City.
- h) Documentation confirming that any affected third parties have been notified and have received copies of all environmental reports and documentation confirming that all third party risk management and exposure control programs have been signed off by any affected third parties must be delivered to the City. Where third parties do not permit off-site testing or do not sign off on the third party risk management and exposure control

programs, grant applicants must include evidence in their documentation that they have notified the third party owner(s) in writing of the implications, including but not limited to affects to the third party of all remediation and management plans.

- h) Grant funds will only be disbursed to successful applicants according to contract terms, as outlined in the Grant Funding Agreement.
- i) In order to receive grant funding there must be a net positive change to the municipal property tax resulting from remediation and redevelopment of the subject property as compared to the Baseline Municipal Property Tax Value confirmed at the time of the grant application, at the time of execution of the Grant Funding Agreement and at the time of each annual grant payment. The maximum annual grant payment amount shall not exceed the annual Net Municipal Tax Uplift amount for that year. A net positive change to the Municipal Property Taxes will be confirmed by the City when any and all assessment complaints and appeals are fully determined and the assessment is finalized.
- j) Any and all annual grant payments will not be paid until the City has reviewed and confirmed that all that taxes imposed pursuant to part 10 of the *Municipal Government Act*, R.S.A. c. M-26, have been paid for any property located within the City of Edmonton that is owned by the grant recipient.

Phase IV: Remediation/Exposure Control with Interim Solution

Grant Amount: Maximum of \$200,000 or 80% of the remediation and exposure control program being proposed, whichever is less, per title or site. The grant can also be applied to the construction of infrastructure to support an innovative interim land use or renewable energy project while the site is undergoing longer term remediation with exposure control. Eligible costs will include costs directly related to remediation and monitoring efforts and may include annual operating costs such as lease, rent, utility, and tax payments that are associated with sites with ongoing remediation or activities of the interim use.

Eligibility Criteria

- a) Proposals that receive Phase I or Phase II grant funding may apply for Phase IV funds.
- b) Proposals that receive Phase III grant funding are not eligible for Phase IV funds.
- c) Data must confirm, with a reasonable level of certainty as deemed by a Qualified Environmental Specialist conducting the assessment, the presence of contaminants of concern at the site at levels that exceed the provincial guidelines.



- d) Contamination at the site must be fully delineated (including off-site impacts) by a Qualified Environmental Specialist.
- e) A remediation methodology (e.g., monitored natural attenuation or multi-phase extraction) and method of exposure control must have been chosen and the course of action documented in a formal remediation plan or exposure control program prepared by a Qualified Environmental Specialist.
- f) An application for the Phase IV grant must be submitted to the City prior to the start of any work to which the grant will apply;
- g) This grant can be used for one or all of the following purposes as part of implementing and monitoring long-term remediation combined with an exposure control plan:
 - i. installation of infrastructure designed to remove or manage the receptor pathways as outlined in a risk assessment or exposure control program (e.g., engineered barriers),
 - ii. the monitoring and maintenance of any engineered controls,
 - iii. the implementation of administrative controls outlined in a risk assessment or exposure control program,
 - iv. plume monitoring and modeling to assess plume mobility or stability,
 - v. plume management measures to reduce contaminant concentrations and accelerate timelines to meet remediation endpoints, and
 - vi. infrastructure that would allow the site to be temporarily developed for a desirable interim land use including the installation of renewable energy infrastructure (e.g. solar panels), art installation, community gardens.
- h) The proposed management of the site, infrastructure upgrades and any interim land use must be included in the business plan requested as part of the application package, and the City reserves the right to evaluate the proposed plan in the context of economic viability and benefit to the surrounding community.
- i) Applications must include:
 - i. A current (<1 year old) Phase I ESA according to requirements outlined in Phase I. This report must have been prepared on behalf of the applicant.
 - ii. Proof of site ownership or written consent from the property owner to submit the grant application.
 - iii. A Phase II ESA (with complete delineation), a remediation plan and/or risk assessment with a planned exposure control program prepared by a Qualified Environmental Specialist, and a business plan. Any existing Phase II ESA data must be updated in a manner that enables it to be compared to the most recently published provincial guidelines.



- a. The remediation plan must:
 - i. identify the full extent of contamination (including off-site impacts);
 - ii. include a full description of the remediation method proposed;
 - iii. include results of any feasibility studies conducted;
 - iv. include a detailed work plan and budget for the environmental remediation; and
 - v. include the timeframe in which remedial endpoints are expected to be met.
- b. The risk assessment or exposure control program must:
 - i. identify the full extent of contamination (including off-site impacts);
 - ii. include a description of the interim land use, including timeframes and any planning applications that have been submitted or approved;
 - iii. provide an assessment of exposure pathways and receptors specific to the intended land use;
 - iv. provide applicable risk management criteria and how they were derived;
 - v. identify affected third parties and the relevant risk management or exposure control plans to manage third party impacts;
 - vi. provide risk management or exposure control strategies;
 - vii. provide risk management or exposure control procedures;
 - viii. provide modeling data and monitoring schedule;
 - ix. provide applicable remediation endpoints and timeframe for achieving those endpoints as well as the means being used to meet those endpoints (e.g., monitored natural attenuation, in-situ biostimulation).
- c. The business plan must include:
 - i. Intended interim land use and development details;
 - ii. Economic and financial assessment;
 - iii. Financing plans including all cost estimates and funding sources (in-kind valuations may be included);
 - iv. Partners and their roles and responsibilities;
 - v. Any site management considerations specific to the subject property; and
 - vi. End use and timeline of key milestones.

The City's Brownfield Coordinator will work with the applicant to develop cost estimates to the level of detail the City requires.

Grant Payment(s) for Phase IV Grants

To receive grant payment(s) for a Phase IV Grant:

- a) All environmental work must be conducted and signed off by a Qualified Environmental Specialist and must meet the scope of work and detailed plans outlined in the proposal provided with the grant application form to the satisfaction of the City.
- b) All third party risk management and exposure control programs must be signed off by affected third parties.
- c) One (1) electronic draft report will be provided to the City for review. One (1) electronic and five (5) hard copies of the final report shall be submitted to the City.
- d) Grants will be paid directly to the approved applicant or to the Qualified Environmental Specialist conducting the work or to contractors performing the work or to the property owner in accordance with a payment schedule determined by the City and the applicant.
- e) The applicant must confirm in writing that any affected third parties have been notified and have received copies of all environmental reports. The applicant must also provide confirmation that affected third parties have accepted the remediation and/or management approach recommended for off-site contamination that affects those third parties. Where third parties do not permit off-site testing or do not sign off on the third party risk management and exposure control programs, grant applicants must include evidence that they have notified the third party owner(s) in writing of the implications, including but not limited to affects to the third party of all remediation and management plans.
- f) The City reserves the right to audit the costs of all components of the project prior to advancing the grant payment(s). The eligible grant amount will be reduced by any audit costs incurred by the City.
- g) The City reserves the right to require the submission, to the City's satisfaction, of environmental reports and documentation showing the subject property has been remediated to the appropriate levels for the proposed use and/or the proposed exposure control program is adequate for the intended land use.
- h) Given the ongoing nature of Phase IV work, the City acknowledges the potential need to disburse funds prior to the submission of a final report. The schedule for disbursement will depend on the specific plans submitted to the City, but may, at the sole discretion of the City, allow a minimum of 25% of eligible costs to be advanced upon a pre-determined project initiation point,

another 25% may be advanced at a predetermined mid-project milestone, and the final 50% upon completion of the final remediation report or significant implementation milestone associated with the exposure control program and determined during the grant approval phase between the City of Edmonton representative and the applicant. This schedule may be altered to suit the individual project at the discretion of the Brownfield Coordinator.

- i) Payment is subject to the City having sufficient budget funds allocated to the program for the payment.
- j) Phase IV Grants will not be paid until the City has reviewed and confirmed that all that taxes imposed pursuant to part 10 of the *Municipal Government Act*, R.S.A. c. M-26, have been paid for any property located within the City of Edmonton that is owned by the grant recipient.

Brownfield Redevelopment Grant Funding Agreement

Brownfield Redevelopment Grant Funding Agreement dated _____, 20 __
Between

The City of Edmonton
(the "City")

and

(insert name)
(the "Applicant")

Whereas:

The City has developed the Brownfield Redevelopment Grant Program to provide certain funding for brownfield redevelopment specifically for redevelopment of sites that:

- 1) are under-utilized and where past activities on the site have caused environmental soil and/or groundwater contamination (a "Brownfield"); and
- 2) have formerly been used for the purposes of gasoline and/or diesel refueling.

(the "Grant Program")

The Grant Program addresses the following components:

Phase I: Historical Investigation: Environmental Site Assessment Phase I

- Phase II :
- a. Testing: Environmental Site Assessment Phase II and
 - b. Delineation
 - c. Remedial/Exposure Control

Phase III: Remediation ("Phase III Grant")

Phase IV: Redevelopment with Remediation/Exposure Control or Interim Use Solution Funding

(Each component hereinafter referred to as a "Phase")

The Applicant has submitted to the City an application for a grant pursuant to the Grant Program which Application Form is attached as Schedule "A" (together with the required attachments, hereinafter referred to as the "Grant Application").

The City has accepted the Grant Application and has agreed to provide the Applicant with certain funding as outlined in the Grant Approval Letter which is attached as Schedule "B", subject to the terms of this Agreement, including the condition precedents identified in section 3 of this Agreement. All such funding shall be in accordance with the Brownfield Redevelopment Grant Program.

In the event of conflict between the Brownfield Redevelopment Grant Program and this Agreement, this Agreement shall govern.

Now therefore in consideration of the mutual covenants and agreements herein and subject to the terms and condition in this Agreement, the parties agree as follows:

1. Brownfield Redevelopment

- 1.1 The Applicant warrants that the information provided in the Grant Application is true and accurate to the best of the Applicant's knowledge.
- 1.2 The Applicant understands that any funding provided by the City will be subject to the eligibility criteria specific for each Phase of the Grant Program as outlined in Schedule "C" – Grant Payment Requirements.

2. Inspection, Assessment and Audit

- 2.1 The Applicant will permit the City and its representative(s) access to the Property at all reasonable times for the purposes of inspections and assessment.
- 2.2 The Applicant will provide to the City a statement of financial expense for each relevant Phase activity. Such statement to be in a form acceptable to the City and completed in accordance with generally accepted accounting practices in the province of Alberta.
- 2.3 If required by the City, the Applicant shall provide the City with appropriate evidence of expenses applicable to the redevelopment.
- 2.4 The City reserves the right to conduct an audit of any expenses. The grant amount will be reduced by any audit costs incurred by the City.

3. Condition Precedents

- 3.1 Notwithstanding any other provision of this Agreement or the terms and conditions of the Grant Program, this Agreement is expressly subject to and conditional upon:
 - a) passage by the Municipal Council of the City of a dedicated line item in the operating budget that reflects the Maximum Grant Amount where this Agreement includes funding for a Phase III Grant; and
 - b) approval of the Agreement by the Committee of the Municipal Council of the City where this Agreement exceeds City delegated authorities.

4. Definitions

- 4.1 "Net Municipal Tax Uplift" means the annual increase in Municipal Property Taxes, calculated by the City Assessor and payable to the City with respect to the Property. The Net Municipal Tax Uplift will be calculated by subtracting the Municipal Property Tax Baseline Valuation from the Municipal Property Taxes payable in the applicable taxation year.

- 4.2 “Municipal Property Taxes” means all municipal property taxes, excluding education taxes as defined in sections 359, 359.1 and 359.2, in *Municipal Government Act* R.S.A. 2000, M-26, as calculated by the City Assessor after all assessment complaints and appeals are fully determined and the assessment is finalized.
- 4.3 “Municipal Property Tax Baseline Valuation” means a value established by the City Assessor at the time of execution of the Agreement that is equal to the Municipal Property Taxes found on the municipal tax roll for the year in which the Agreement is executed or as otherwise agreed to by the parties. The Municipal Property Tax Baseline Valuation is listed in the Grant Approval Letter attached as Schedule “B”.
- 4.4 “Maximum Grant Amount” means the Maximum Grant Amount, as listed in the Grant Approval Letter attached as Schedule “B”. For a project that includes a Phase III Grant and LEED Silver Certification or higher is planned, as listed in the Grant Approval Letter attached as Schedule “B”, the Maximum Grant Amount is the maximum amount payable, as estimated and determined by the City Assessor at the time of execution of the Agreement, and is equal to either the estimated Net Municipal Tax Uplift calculated over a period of 6 years or up to 100% of the total remediation costs, whichever is less, for the Property. For a project that includes a Phase III Grant and LEED Silver Certification or higher is not planned, as listed in the Grant Approval Letter attached as Schedule “B”, the Maximum Grant Amount is the maximum amount payable, as estimated and determined by the City Assessor at the time of execution of the Agreement, and is equal to either 50% of the estimated Net Municipal Tax Uplift calculated over a period of 6 years or up to 50% of the total remediation costs, whichever is less, for the Property. The actual grant amount payable may be less than the Maximum Grant Amount, as more specifically outlined in this Agreement.
- 4.5 “Property” means the land that is the subject of the Grant Program and is legally described as:

5. Grant Payments

- 5.1 The City will not provide grant funding in excess of the Maximum Grant Amount and will not make any grant payments in excess of:
- a) a cumulative amount of \$200,000 for grant funding that includes funding for a Phase I, II and Phase IV Grant; or
 - b) either 100% of the total remediation costs or the Net Municipal Tax Uplift calculated over a period of six (6) years, whichever is less, for a Phase III Grant that obtains and delivers to the City proof of certification of at least LEED Silver certification or better; or

- c) either 50% of the total remediation costs or 50% of the Net Municipal Tax Uplift calculated over a period of six (6) years, whichever is less, for a Phase III Grant that does not obtain or does not deliver to the City proof of LEED Silver certification or higher prior to the City paying six (6) annual consecutive grant payments.
- 5.2 The Maximum Grant Amount is listed in the Grant Approval Letter attached as Schedule "B".
- 5.3 The Applicant must comply with the specific requirements of each Phase in order to be eligible to receive the applicable funding for that Phase as more specifically outlined in Schedule "C".
- 5.4 Upon receipt of appropriate documentation to the satisfaction of the City, which evidences that the Applicant is eligible to receive funding for a Phase, and upon compliance with the terms of this Agreement, the City will provide payment to the Applicant, as outlined in this Agreement, or, for Phase IV grant funding only, to designated professionals or contractor responsible for completing the work.
- 5.5 In addition to the specific requirements outlined in Schedule "C", the Applicant may be required to submit the following to the City with each request for grant funding, except for Phase III grant funding:
- a) a statutory declaration stating that the Phase activity had not commenced prior to approval of the funding by the City, and that the structure constructed on the Property is a permanent structure or an approved interim structure;
 - b) a summary report of work detailed in the applicable Phase that has been completed and has been approved by the City, in consultation with Alberta Environment and Sustainable Resource Development and Alberta Health Services, for the intended land use; and
 - c) a copy of the statement of financial expenses and all associated receipts for all approved activity expenses relevant to the Phase.
- 5.6 In addition to the requirements outlined in Schedule "C", Phase III Grant funding and the payment of any and all grant payments of a Phase III Grant shall be subject to and conditional upon the following conditions:
- a) up to the 100% of the Maximum Grant Amount will be disbursed in annual grant payments, generally paid once per calendar year, for a maximum term of six (6) years starting from and including the date of the first annual grant payment. The City will not make more than six (6) annual consecutive grant payments, including any annual grant payments equal to \$0.00, and the maximum annual grant payment made in any taxation year shall not at any time exceed the Net Municipal Tax Uplift for the tax year in which the grant payment is paid. An annual grant payment does

not include a lump sum payment made pursuant to section 5.6(e)(iii) of this Agreement. Notwithstanding the above, an annual grant payment may be made more than once in a calendar year if an annual grant payment is delayed, pursuant to section 5.6(g)(iii) of the Agreement, as a result of an assessment complaint and appeal relating to the property not being fully heard and determined.

- b) in the event that the sum of the six (6) consecutive annual grant payments, including any annual grant payments equal to \$0.00, is less than the Maximum Grant Amount, the City will not make any further grant payments and the Phase III Grant will be deemed to be fully paid.
- c) the first annual grant payment will not be paid until a minimum of one (1) taxation year has passed since the year for the Municipal Property Tax Baseline Valuation and the first annual grant payment will be paid in the October, or as otherwise agreed to by the parties, following fulfillment of the Condition Precedents required in section 3.1 of this Agreement.
- d) for projects where LEED Silver is not planned, as listed in the Grant Approval Letter attached as Schedule "B", the City will not make any annual grant payments that exceed 50% of the Net Municipal Tax Uplift, as calculated by the City Assessor, for the applicable taxation year.
- e) for projects where LEED Silver is planned, as listed in the Grant Approval Letter attached as Schedule "B":
 - i. the City will not make any annual grant payments that exceed 50% of the Net Municipal Tax Uplift, as calculated by the City Assessor, for the applicable taxation year until proof of LEED Silver certification or higher is delivered to the City;
 - ii. Upon proof of LEED Silver certification or higher being delivered to the City, the City will make annual grant payments up to 100% of the Net Municipal Tax Uplift, as calculated by the City Assessor, for the applicable taxation year, provided no more than six (6) annual consecutive payments, including any grant payments equal to \$0.00, are made;
 - iii. Upon proof of LEED silver certification or higher being delivered to the City prior to the expiration of the City's obligation to make six (6) annual consecutive grant payments, including any annual grant payments equal to \$0.00, the City will make a lump sum payment in an amount equal to the sum of any annual grant payments that were paid prior to the documentation proving LEED Silver certification or higher being delivered to the City and that were paid at up to 50% of the Net Municipal Tax Uplift for the applicable taxation year, pursuant to section 5.6(e)(i) of the Agreement, provided all taxes imposed pursuant to part 10 of the *Municipal Government Act*, R.S.A. 2000, c. M-16 have been paid for any

Property located in the City of Edmonton that is owned by the recipient of the grant. If the lump sum payment is not made because all taxes imposed pursuant to part 10 of the *Municipal Government Act*, R.S.A. 2000, c. M-26, have not been paid for any Property located in the City of Edmonton that is owned by the recipient of the grant, the lump sum payment shall be paid once the taxes imposed pursuant to part 10 of the *Municipal Government Act*, R.S.A. 2000, c. M-26, are paid, provided the time period has not expired for the City to have paid six (6) annual consecutive payments, including any annual grant payments equal to \$0.00. Once the time period has expired for the City to have paid six (6) annual consecutive grant payments, including any annual grant payments equal to \$0.00, the City will not make any further payments, including any lump sum payments, notwithstanding the submission of proof of LEED silver certification or higher.

- iv. If document providing LEED Silver certification or higher is delivered to the City after the time period has expired for the City to have paid six (6) annual consecutive grant payments, including any annual grant payments equal to \$0.00, the City will not make any further annual or lump sum payments and the Phase III Grant will be deemed to be fully paid.
- f) the Applicant may be required to submit the following to the City prior to the City advancing the first annual grant payment of a Phase III Grant, in addition to the requirements outlined in Schedule "C":
 - i. a statutory declaration stating that all environmental work has been completed and, where LEED Silver certification or higher is planned, as listed in Grant Approval Letter attached as Schedule "B", that the applicant intends to achieve LEED Silver certification or higher for the proposed development.
- g) Any and all annual grant payments will not be paid unless and until the City reviews and confirms:
 - i. a net positive change to the Municipal Property Taxes for the taxation year of the annual grant payment as compared to the Municipal Property Tax Baseline Valuation;
 - ii. all taxes imposed pursuant to part 10 of the *Municipal Government Act*, R.S.A. 2000 c. M-26, have been paid for any Property located in the City of Edmonton that is owned by the recipient of the grant payment; and
 - iii. all assessment complaints and appeals for the Property are concluded and the assessment for the Property has been determined.

- 5.7 If an annual grant payment is not paid pursuant to section 5.6(g)(i), the annual grant payment shall be deemed to be \$0.00.
- 5.8 If an annual grant payment is not paid pursuant to section 5.6(g)(ii), the annual grant payments will resume once all taxes imposed pursuant to part 10 of the *Municipal Government Act*, R.S.A. 2000, c. M-26, are paid. If the taxes imposed pursuant to Part 10 of the *Municipal Government Act*, R.S.A. 2000, c. M-26, remain owing as of December 31 of the year in which the annual grant payment is to be paid, the Applicant will not receive the annual grant payment for that year and the annual grant payment shall be deemed to be \$0.00. Notwithstanding that the taxes owing pursuant to part 10 of the *Municipal Government Act*, R.S.A. 2000, c. M-26, may be paid at a later date, subsequent annual grant payments will not be increased to account for any annual grant payments that were not paid and the full amount of the Phase III Grant will be reduced to account for any annual grant payments that were not paid.

6 Termination of Agreement

- 6.1 If the City determines that information provided in the Grant Application is not accurate or is false or misleading, then the City may immediately terminate this Agreement and require the Applicant to repay to the City any funding provided by the City pursuant to this Agreement, failing which any amounts shall be deemed a debt due and owing by the Applicant to the City.
- 6.2 Time is of the essence in this Agreement. If the Applicant does not complete the redevelopment work for each Phase in accordance with the milestone dates outlined in its application, then the City may terminate this Agreement upon provision of written notice at least thirty days prior to the date of termination.
- 6.3 Any notice to be given pursuant to the terms of this Agreement shall be sufficiently given:
- a) in the case of notice to the City, if such notice is sent by prepaid registered mail, or personally delivered, in an envelope addressed to:

Brownfield Grant Coordinator, City of Edmonton
Urban Planning & Environment
Sustainable Development
6th Floor, 10250 – 101 Street NW
Edmonton, AB T5K 0J1
 - b) in the case of notice to the Applicant, if such notice is sent by prepaid registered mail, or personally delivered, in an envelope addressed to:

7 Assignment by the Applicant

- 7.1 The Applicant may at their discretion, sell or otherwise dispose of the Property.
- 7.2 The Applicant may assign this Agreement to a successor in title or a third party upon the written consent of the City and including any written terms and conditions set by the City.

8 Disclosure of Information

- 8.1 The Applicant acknowledges that:
- a) the City is subject to the provisions of the *Freedom of Information and Protection of Privacy Act*, RSA 2000, c. F-25 (as amended or replaced), ("FOIP"),
 - b) the City may be requested to disclose any records relating to this Agreement and under the custody or control of the City, including, without limitation, the contents of this Agreement, and
 - c) any such disclosure if required by FOIP will only be made in accordance with and to the extent required by the provisions of FOIP.
- 8.2 Notwithstanding the foregoing, the City will disclose the following information as part of the Grant Program and the Applicant consents to the disclosure of this information upon request, in accordance with FOIP:
- a) The Property;
 - b) The name of the Applicant;
 - c) The Maximum Grant Amount and the actual amount of grant funding paid; and
 - d) Any environmental reports submitted to the City as part of the Grant Program.
- 8.3 Notwithstanding the foregoing, the City will disclose any information that is required to be disclosed by law.

9 General

- 9.1 The waiver by the City or the Applicant of the strict performance of any condition or covenant herein contained shall not constitute a waiver of or abrogate such or any other condition or covenant nor shall it be deemed a waiver of any subsequent breach of the same or of any other condition or covenant.
- 9.2 Nothing in this Agreement shall constitute the granting by the City of any approval or permit as may be required pursuant to the *Municipal Government Act*, R.S.A. 2000 c. M-26, and any amendments thereto, and any other legislation in force in the Province of Alberta. The City, as far as it can legally do so, shall only be bound to comply with and carry out the terms and conditions of this Agreement, and nothing in this Agreement restricts the City, its Municipal Council, its officers, servants or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a municipal government, as a Municipal Council and as the officers, servants and agents of a municipal government.
- 9.3 Any notices under this Agreement given to the parties hereunder shall be conclusively deemed to be sufficiently given if personally delivered, sent by facsimile, or sent by prepaid mail addressed to the addresses as noted in the Grant Application or to any other address as may be designated in writing by the parties. Notice given by mail, if posted in Alberta, shall conclusively be deemed to have been received on the fifth business day following the date on which such notice is mailed. In the event of a postal strike, notice may only be given by personal delivery or facsimile. Notices sent by facsimile will be deemed received on the date that it was sent unless the facsimile transmission resulted in a delivery error.
- 9.4 This Agreement includes Schedules "A," "B," and "C" and is the entire agreement between the parties with regard to the matters dealt with in it, and there are not understandings or agreements, representations, warranties, conditions or collateral terms, verbal or otherwise, existing between the parties except as expressly set out in this Agreement. The consideration stated herein is the sole consideration and inducement for the execution of this Agreement. The Agreement will not be modified, varied or amended except by an instrument in writing signed by the parties hereto.

9.5 This Agreement shall enure to the benefit and be binding upon the parties, their heirs, successors and approved assigns.

The City and the Applicant sign and seal this Agreement as follows:

City of Edmonton

per _____

Date:

Applicant

[insert legal name of applicant]

Witness (required if seal is not
Attached)

_____ per _____ seal Date

Attachments: Schedule "A" – Grant Application Form
Schedule "B" – Grant Approval Letter
Schedule "C" – Grant Payment Requirements

Schedule "A" – Grant Application Form

BROWNFIELD REDEVELOPMENT GRANT PROGRAM APPLICATION
 C/O City Environmental Strategies, 8TH FLOOR HSBC Bank Place, 10250 101 Street, EDMONTON, AB T5J 3P4
*****PLEASE NOTE THIS IS NOT A DEVELOPMENT OR BUILDING PERMIT*****

Applicant (Property Owner) Name, Address, Phone Number & Fax Number	Date:
---	-------

Contact/Agent, Address, Phone Number & Fax Number (if different from above)

Property Address where remediation and redevelopment will occur:

Legal Description of where remediation and redevelopment will occur:

Please attach a detailed estimate of the cost of appropriate Phase (s) pertinent to your proposal. Please see the section titled "Required Attachments" for details.

Estimated cost of Phase I	\$
Estimated Cost of Phase II (total of all activity, supporting documentation must detail Phase II a, b, c)	\$
Estimated cost of Phase III (see Cost Estimate Template):	\$
If applicable, estimated cost of LEED certification (minimum Silver)	\$
Building Standard: Minimum LEED Silver	Yes No (circle one)
Estimated cost of Phase IV:	\$

Approximate Date Project Phase (s) will begin:

Phase I: _____ **Phase III:** _____

Phase II (any/all of a.b.c.): _____ **Phase IV:** _____

<p>I understand that my submission of an application does not constitute a guarantee for funding under the Brownfield Redevelopment Grant Program. I certify that all information is true and accurate to the best of my knowledge, and if approved, work will be completed in accordance with terms and conditions of the Funding Agreement entered into with the City of Edmonton.</p> <p>_____</p> <p>Applicant (Property Owner) Signature</p>	<div style="background-color: #cccccc; padding: 2px;">Office Use Only</div> Date Received _____ Application Complete Yes or No (if no, details) _____ Date of Deficiencies Review _____ Deficiency Notice to Agent/Applicant _____ Resubmission received _____ Decision Approval _____ Refusal _____ Amount of Grant \$ _____
--	--



Required Attachments:

- Detailed written Project Description
- Copy of registered title (and owner's consent if applicable for Phase I,II, IV only)
- Phase I Environmental Site Assessment Report (5 hard copies + one electronic copy) {for Phase II,III,IV only} †
- Phase II Environmental Site Assessment Report (5 hard copies + one electronic copy) {for PHASE II a, b and c, Phase III and IV only} †
- Remediation Plan {for Phase III and IV only}
- Business Plan {for Phase III and IV only}
- Photographs of the present state of the site (5 hard copies and 1 electronic, both high quality)
- Detailed estimate of Phase (s) cost(s) with each Phase detailed separately
- Construction schedule and phasing of the project (for Phase III only)
- Proposed redevelopment plans (for Phase III) or interim solution (Phase IV)
- Total estimated cost of redevelopment (for Phase III only) or Interim solution (for Phase IV only)
- Green Building Checklist: "House" or "Large & Commercial Buildings" (p 7 embedded pdf below) (for Phase III only)
- The Phase III Cost Estimate Template (for Phase III only)

Information collected in this application form is not confidential and collected for the purpose of administrating the Brownfield Redevelopment Grant Program. Please note that information related to the Property may be released to various branches within the City of Edmonton and to government agencies as deemed necessary by the City of Edmonton Administration.



Green Building
Checklist 3rd Draft - F

AFFIDAVIT OF EXECUTION

TO WIT
CANADA
PROVINCE OF _____

I, _____, of the
[Name of witness who saw person sign agreement]
_____ of _____, in the
[City or Town where witness lives]
Province of _____,

MAKE OATH AND SAY:

1. THAT I was personally present and did see _____ named in the
[Name of Person who signed agreement]
within Agreement who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein;
2. THAT the same was executed at the _____ of _____, in the Province of _____ and that I am subscribing witness thereto;
3. THAT I know the said _____ and he/she is in my belief the full age of eighteen years. [Name of Person who signed agreement]

SWORN BEFORE ME at the _____ of _____, in the Province of _____, this _____ day of _____, 20____.

SIGNATURE OF WITNESS

A Commissioner for Oaths in and for the Province of _____.

AFFIDAVIT VERIFYING SIGNING AUTHORITY

The Affidavit Verifying Signing Authority is only required for a Partnership or Corporation

CANADA
PROVINCE OF _____
TO WIT

I, _____, of the
[Name of person who signed agreement]
_____ of _____, in the
[City or Town where person lives]
Province of _____,

MAKE OATH AND SAY:

1. That I am the Duly Authorized Agent for _____ (the "Partnership/Corporation"). [Name of Partnership/Corporation]
2. That I am authorized by the Partnership/Corporation to execute the attached Agreement.

SWORN BEFORE ME at the _____ of _____, in the Province of _____, this _____ day of _____, 20____.

SIGNATURE OF PERSON WHO SIGNED AGREEMENT

A Commissioner for Oaths in and for the Province of _____.

Schedule "B" – Grant Approval Letter

Property Owner/Authorized Agent: _____

Address: _____

RE: City of Edmonton Brownfield Grant Approval

Dear Applicant,

Your application for the City of Edmonton Brownfield Redevelopment Grant Program has been approved, as outlined below :

\$ _____ Phase I. \$ _____ Phase II. \$ _____ Phase III.

\$ _____ Phase IV

\$ _____ **Maximum Grant Amount** (projected where funding includes a Phase III Grant)

The grant funding is subject to:

1. You entering into a Brownfield Grant Funding Agreement with the City and you complying with the conditions with respect to grant funding for the applicable Phase.
2. The City having sufficient budget funds allocated to the program for the payment of the Maximum Grant Amount for grant funding that includes a Phase I, II or IV Grant.
3. The City will not make any grant payments until the City has confirmed that all taxes imposed pursuant to Part 10 of the *Municipal Government Act*, R.S.A. c. M-26, have been paid for any property located in the City of Edmonton that is owned by the recipient of the grant payment.
4. For grant funding including a Phase III Grant amount, City Council must approve a budget adjustment for the Maximum Grant Amount as a dedicated line item in the operating budget before the Brownfield Grant Funding Agreement is legally binding. Further, where the Maximum Grant Amounts exceeds Administration's delegated contract signing authority of \$500,000, the Brownfield Grant Funding Agreement is subject to approval by a Committee of City Council before it is legally binding.
5. For grant funding including a Phase III Grant amount:
 - a. The Municipal Property Tax Baseline Valuation is _____.
 - b. The Maximum Grant Amount assumes that your development <INSERT "will" or "will not" AS APPLICABLE> obtain LEED Silver certification or Higher.
 - c. Up to 100% of the Maximum Grant Amount will be disbursed in annual grant payments, generally paid once per calendar year, for a maximum of six (6) consecutive payments starting from and including the date of the first annual grant payment.
 - d. Notwithstanding the Maximum Grant Amount listed above, the total amount payable annually for a Phase III Grant shall not exceed the actual Net Municipal Tax Uplift for that taxation year.

- e. Where LEED Silver certification or higher is planned, the City will make annual payments of up to 50% of actual Net Municipal Tax Uplift for that taxation year until proof of LEED Silver certification is delivered to the City; and
- f. In the event that the sum of the annual grant payments paid over the term of the Brownfield Grant Funding Agreement is less than the Maximum Grant Amount listed above, the City will not make any further grant payments and the Phase III Grant will be deemed to be fully paid.

Should you disagree with the decision outlined in this letter, you may appeal the decision within 14 (fourteen) days of you receiving notice of the decision by providing written notice of your appeal, including the reasons and any supporting documentation for your appeal, to the General Manager of Sustainable Development. *<NOTE: This paragraph is not applicable and must be removed when the application is for a Phase III Grant on a property within a Community Revitalization Levy (CRL) area. >*

The Brownfield Grant Funding Agreement will be forwarded to you shortly for execution.

Congratulations and thank you for your commitment to redeveloping Brownfields in the City of Edmonton.

Sincerely,

Mark Brostrom
Director, Office of Environment

Schedule “C” – Grant Payment Requirements

Grant Payment for Phase I Grant

- a) Phase I Environmental Site Assessment (ESA) must be completed.
- b) All environmental studies must be conducted and signed-off by a Qualified Environmental Specialist and must meet the scope of work and detailed plans outlined in the proposal provided with the grant application form to the satisfaction of the City.
- c) One (1) electronic draft report must be provided to the City for review. After the City review is complete, one (1) electronic final report and five (5) hard copies of the final report must be submitted.
- d) Grants will either be paid to the Qualified Environmental Specialist conducting the work or to the Property owner once the report has been fully completed to the satisfaction to the City.
- e) The City reserves the right to audit the costs of studies prior to making any grant payment. The eligible grant amount will be reduced by any audit costs incurred by the City.
- f) The total payment shall not exceed 80% of the cost of the Phase 1 ESA or \$5,000, whichever is less.
- g) Phase I Grants will be paid in accordance with a payment schedule determined by the City and the applicant and payment is subject to the City having sufficient budget funds allocated to the program for payment.
- h) Phase I Grants will not be paid until the City has reviewed and confirmed that all that taxes imposed pursuant to part 10 of the *Municipal Government Act*, R.S.A. c. M-26, have been paid for any property located within the City of Edmonton that is owned by the recipient of the grant.

Grant Payment for Phase II Grant

- a) All environmental studies must be conducted and signed-off by a Qualified Environmental Specialist and they must meet the scope of work and detailed plans outlined in the proposal provided with the grant application form to the City’s satisfaction. Copies of all reports must be provided to Alberta Environment and Sustainable Resource Development (the regulator) and the City of Edmonton. All final reports and evidence that the reports have been submitted to the regulator must be provided to the City in order to receive final grant payment.
- b) One (1) electronic draft of any required reports shall be provided to the City for review. After the City review is complete, one (1) electronic and five (5) hard copies of the final reports shall be submitted to the City.
- c) Grant funds will be paid directly to the Qualified Environmental Specialist conducting the work or the Property owner once the reports have been fully completed to the City’s satisfaction. A Phase I ESA is required for review to confirm a “Phase II ESA a” proposal. A Phase I ESA that meets the requirements for a “Phase II ESA a” proposal, and a Phase II ESA report are required for review to confirm a “Phase II ESA b” proposal. All previous environmental investigations meeting the requirements of the Phase I ESA, and “Phase II ESA a” and “Phase II ESA b” are required for review to confirm a “Phase II ESA b” proposal (the remediation action plan or exposure control plan proposal).
- d) For “Phase II ESA b” and “Phase II ESA c” proposals, the applicant must confirm in writing that any affected third parties have been notified and have received copies of all environmental reports. The applicant must also provide confirmation that affected third parties have accepted the remediation and/or management approach recommended for off-site contamination that affects those third parties. Where third parties do not permit off-site testing, grant applicants must include evidence that they have notified the third party owner(s) in writing of the implications, including but not limited to affects to the third party of all remediation and management plans.

- e) The City reserves the right to audit the costs of studies prior to advancing the grant payment. The eligible grant amount will be reduced by any audit costs incurred by the City.
- f) The total payment shall not exceed 80% of the cost of the environmental study or \$80,000, whichever is less.
- g) Phase II Grants will be paid in accordance with a payment schedule determined by the City and the applicant and payment is subject to the City having sufficient budget funds allocated to the program for payment.
- h) Phase II Grants will not be paid until the City has reviewed and confirmed that all that taxes imposed pursuant to part 10 of the *Municipal Government Act*, R.S.A. c. M-26, have been paid for any property located within the City of Edmonton that is owned by the recipient of the grant.

Grant Payment(s) for Phase III Grant

- a) Proposals that receive Phase I or Phase II grant funding may be eligible for Phase III grant funds.
- b) Proposals that receive Phase IV grant funding are not eligible for Phase III grant funds.
- c) Properties located within a Community Revitalization Levy (CRL) boundary may not be eligible for Phase III grant funding at the sole and unfettered discretion of the City.
- d) All environmental work must be completed and signed-off by a Qualified Environmental Specialist and must meet the scope of work and detailed plans outlined in the proposal provided with the grant application form to the satisfaction of the City, prior to execution of the Agreement. Documentation confirming that the Property has been remediated to the appropriate levels for the intended use and that any proposed exposure control program is adequate for the intended land use of the Property must be provided to the City, prior to the execution of the Agreement. This may involve access to external agencies for comment or review.
- e) One (1) electronic copy of the required draft reports will be provided to the City for review. After the City review is complete, one (1) electronic and five (5) hard copies of the final remediation report shall be submitted to the City.
- f) The City reserves the right to audit the costs of all components of the project. The eligible grant amount will be reduced by any audit costs incurred by the City. Only those costs related directly to remediation activities of the Property and LEED Silver or higher certification expenses will qualify for the grant. Final decisions on eligibility of costs shall be at the sole discretion of the City.
- g) Documentation confirming that any affected third parties have been notified and have received copies of all environmental reports that all third party risk management and exposure control programs have been signed off by any affected third parties must be delivered to the City. Where third parties do not permit off-site testing or do not sign off on the third party risk management and exposure control programs, grant applicants must include evidence in their documentation that they have notified the third party owner(s) in writing of the implications, including but not limited to affects to the third party of all remediation and management plans.
- h) In order to be eligible to receive Phase III grant funding, all taxes imposed pursuant to part 10 of the *Municipal Government Act*, R.S.A. 2000, c. M-26, for the subject property and any other property owned by the same property owner must be paid at the time of grant application and at the time of execution of the Agreement.
- i) In order to be considered for reimbursement for LEED silver or higher certification expenses as a Remediation Cost, copies of the planned certification expenses, including any paid invoices for certification expenses, (as per current CGBC fee schedule:

(<http://www.cagbc.org/Content/NavigationMenu/Programs/LEED/Projectfees/default.htm>),
must be delivered to the City with the grant funding application.

Grant Payment(s) for Phase IV Grant

- a) Proposals that receive Phase I or Phase II grant funding may be eligible for Phase IV grant funds.
- b) Proposals that receive Phase III grant funding are not eligible for Phase IV grant funds.
- c) All environmental work must be conducted and signed-off by a Qualified Environmental Specialist and must meet the scope of work and detailed plans outlined in the proposal provided with the grant application form to the satisfaction of the City, prior to execution of the Agreement.
- d) One (1) draft electronic copy of all required reports must be provided to the City for review. One (1) electronic and five (5) hard copies of the final study report shall be submitted to the City.
- e) Grants may be paid directly to the Qualified Environmental Specialist conducting the work or to contractors performing the work or to the Property owner in accordance with a payment schedule determined by the City and the applicant.
- f) The City reserves the right to audit the costs of all components of the project prior to advancing the grant payment(s). The grant amount will be reduced by any audit costs incurred by the City.
- g) The City reserves the right to require the submission, to the City's satisfaction, of environmental reports and documentation showing the Property has been remediated to the appropriate levels for the proposed use and/or the proposed exposure control program as adequate for the intended land use.
- h) The applicant must confirm in writing that any affected third parties have been notified and have received copies of all environmental reports. The applicant must also provide confirmation that affected third parties have accepted the remediation and/or management approach recommended for off-site contamination that affects those third parties. Where third parties do not permit off-site testing or do not sign off on the third party risk management and exposure control programs, grant applicants must include evidence that they have notified the third party owner(s) in writing of the implications, including but not limited to affects to the third party of all remediation and management plans.
- i) Disbursement schedule for remediation/exposure control: The City acknowledges the need to disburse funds prior to the submission of the final report. The schedule for disbursement will be dependent upon the specific plans submitted to the City; however, it is proposed that at the City's sole discretion up to 25% of eligible costs may be advanced upon a pre-determined project initiation point and upon the City's receipt of a summary report from a qualified environmental professional, up to another 25% may be advanced at a predetermined mid-project milestone and the final 50% upon completion of the final remediation report from a qualified environmental professional or a significant implementation milestone associated with the exposure control program and determined during the grant approval phase between the City of Edmonton representative, the applicant and a qualified environmental professional. This schedule may be altered to suit the individual project at the discretion of the Brownfield Coordinator.
- j) Total payment for this Phase not to exceed:
 - 80% of cost of remediation or exposure control program, or
 - \$200,000 minus any payments made pursuant to Phase I and Phase II of the Grant Program, whichever is less.
- i) Phase IV Grants will be paid in accordance with a payment schedule determined by the City and the applicant and payment is subject to the City having sufficient budget funds allocated to the program for payment.
- j) Phase IV Grants will not be paid until the City has reviewed and confirmed that all that taxes imposed pursuant to part 10 of the *Municipal Government Act*, R.S.A. c. M-26, have been paid for any property located within the City of Edmonton that is owned by the recipient of the grant.

Phase III Cost Estimate Template

An applicant for the Phase III Brownfield Redevelopment Grant Program must complete and submit this Cost Estimate Template in order to be eligible for funding.

Assuming all criteria outlined in the Brownfield Redevelopment Grant Program is met Phase III Grant funding is to be awarded against environmental remediation costs that have been confirmed by a Qualified Environmental Specialist and approved by the City.

Only those costs related directly to remediation of the Property will qualify for grant funding. Costs which would have accrued but for the remediation will not qualify for grant funding. For example, costs for the construction of underground parking will not qualify for the grant. However, excavation of clean overburden to access contaminated soil and excavation of contaminated soil that must be removed as part of construction of a basement or underground parking may qualify for grant funding. The City of Edmonton also will not cover sub-contractor costs, such as where a remediation contractor is a subcontractor to a general contractor. However a portion of the general contractor fees for project management associated with scheduling, handling the remediation contractor invoices and any other scheduling/invoices directly related to the remediation may be reimbursed.

This Cost Estimate Template outlines the environmental remediation costs that will usually qualify for grant funding. Final decisions on costs shall be determined at the sole discretion of the City.

City of Edmonton Brownfield Grant

Phase III Cost Estimate Template (separate xls for download on website)

All estimates must be confirmed by a qualified Environmental Specialist

Phase III Cost Estimates	Total Cost (excl GST)	Cost Apportioned to Remediation	Cost Apportioned to Construction
Eligible Remediation Expenses			
Environmental consulting Fees (site supervision, confirmatory sampling, reporting etc)			
Lab Fees			
Groundwater Management and Disposal			
Liner			
Site Preparation			
Excavation and handling of clean soil (includes stockpiling, backfill and compaction or cost to haul offsite)			
Excavation, loading and hauling of contaminated soil to be hauled off site			
Landfill Tipping Fees			
Backfill and compaction of imported fill			
Miscellaneous and Discretionary (specify below- add lines as necessary)			
LEED Silver Certification Expenses			
Total Remediation Cost Estimate			
