



Brownfield Redevelopment Grant Program

In Effect March 23, 2012

THE WAY WE GREEN

City of Edmonton's Brownfield Redevelopment Grant Program, In Effect beginning March 23, 2012

Included below is the application form and detail on how to qualify for the Brownfield Redevelopment Grant Program. The funding tool is designed to assist brownfield owners with the additional financing needed to address remediation and/or exposure control costs in preparation for redevelopment,. There are four stages of the grant. An applicant may apply for one or more with a maximum of \$200,000 entitlement for any single brownfield redevelopment project. Stages 1, 2 and 3 address the identification of potential environmental issues, testing, delineation and remediation. Stage 4 is designed to offer financial support in the construction of infrastructure to support an innovative interim land-use or renewable energy project and/or a detailed exposure control program or longer-term remediation plan.

ELIGIBILITY CRITERIA FOR ALL GRANT STAGES

- 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 site 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 have caused environmental soil and/or groundwater contamination". For the purposes of this program these Brownfields exhibit good potential for other uses and provide economically viable business opportunities.
- The applicant must own the subject property or have explicit written consent from the property owner for the environmental site assessment or remediation to be undertaken.
- The property is not a municipal, provincial or federal land.

APPLICATION PROCESS

- All Applicants who plan to apply for rezoning or subdivision of the property referenced in their application are encouraged to consult with the Sustainable Development Department. Contact 311 for basic information and to arrange a meeting with a Planning and Development professional prior to formally submitting their 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 the site meets the Brownfield definition. Please provide any existing documentation of previous Environmental Site Assessment (ESA) results and other relevant material.
- Note that all environmental data will be evaluated in the context of the current environmental criteria/guidelines
- The Brownfield Grant Program is managed by the City of Edmonton. Grant awards for qualified proposals are subject to availability of funds at time of application. A waiting list for grant funding will be managed on a first come/first served basis.

- The City of Edmonton representatives will review completed applications and will either approve or refuse an application at its discretion. The City of Edmonton may require additional information from applicants in order to consider applications.
- All material submitted to the City of Edmonton for the purposes of consideration in this grant program may be shared internally within the City of Edmonton and externally to any relevant government agencies.
- There are multiple grant stages (Stage 1 and/or Stage 2 and/or Stage 3 or 4) for which a project may qualify. This single application form may be used to apply for each stage(s) relevant to the overall proposal. A maximum total value of City of Edmonton Brownfield Grant funding to any one project is \$200,000.
- 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.

STAGE 1: Historical Investigation: Environmental Site Assessment Phase I

Grant Amount: Maximum of \$5,000 or 80% of the Phase I ESA, or the lesser amount per proposal.

Eligibility Criteria

- a) An application for the Phase I Environmental Site Assessment Grant must be submitted to the City prior to the start of any work to which the grant will apply;
- b) This grant is to be used towards completing a Phase I Environmental Site Assessment.
- c) The Phase I ESA must comply with the CSA Z768-01 (R2006) Phase I Environmental Site Assessment standard guidance document. The Phase I ESA report shall include, but not be limited to, at least the following:
 - 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 visit (unencumbered inspection of suspected areas will be the owner's responsibility, e.g. removal of snow cover where warranted), and interviews with present owners/land users.
 - iv. Copies of location maps, site diagrams and aerial photographs must be presented in the report. As well, any documentation acquired during the historical or present-day review should be presented in the report.

- d) Applications must include:
- i. written consent from the property owner/proof of site ownership
 - ii. A proposal for the environmental study prepared by a “qualified environmental specialist” including a cost estimate to do the work¹
 - iii. a description of the planned redevelopment or interim land-use, including timeframes and any planning applications that have been submitted/approved

To receive Grant Payment for Stage 1

- 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;
- c) One (1) electronic draft report will be provided to the City for review. After the City review is complete, one (1) electronic final report and 5 final hard copies of the study findings shall be submitted;
- d) Grants will either be paid to the “qualified environmental professional” conducting the work or to the approved applicant 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 the grant payment.

STAGE 2: Phase II ESA (initial or delineation) and/or Remedial/Exposure Control Planning

Grant amount: Maximum of \$80,000 or 80% of the environmental study being proposed, whichever is less, per proposal.

Eligibility Criteria

- a) An application for the Stage 2 ESA Grants must be submitted to the City prior to the start of any work to which the grant will apply;
- b) This grant can be used for one or all of the following purposes:
 - i. to confirm, with a reasonable level of certainty, as deemed by the qualified environmental professional conducting the assessment, the presence or absence of contamination at the site (Phase II ESA)

¹ A **Qualified Environmental Professional** is a person who is a member in good standing with one of the six 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.

- ii. to delineate contamination at the site based on previously obtained Phase II ESA information (Any existing Phase II ESA data must be updated in a manner that it can be compared to the most recently published provincial guidelines) and/or
 - iii. to develop a plan to remove, treat, or otherwise manage contamination found on the site (Remediation Plan or Exposure Control)
- c) Applications must include:
- i. A current (<2 years) Phase I ESA as per requirements outlined in Stage 1 of the Grant. This report must have been prepared on behalf of the applicant.
 - ii. Written consent from the property owner/proof of site ownership
 - 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 study work plan with defined end dates and milestones
 - v. A description of the planned redevelopment or interim land-use, including timeframes and any planning applications that have been submitted/approved

To receive Grant Payment for Stage 2

- 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 satisfaction of the City.
- b) One (1) electronic draft report will be provided to the City for review. One (1) electronic and 5 hard copies of the study findings shall be submitted to the City.
- c) Grants will be paid directly to the approved applicant or to the “qualified environmental professional” conducting the work.
- d) The city reserves the right to audit the costs of studies prior to advancing the grant payment.
- e) Confirm, in writing that any affected third parties have been notified and received copies of all environmental reports.

STAGE 3: Remediation

Grant amount: Maximum of \$200,000 or 80% of the remediation activity, whichever is the lesser amount per proposal.

Eligibility Criteria

- a) Data confirms, with a reasonable level of certainty, as deemed by a “qualified environmental professional” conducting the assessment, the presence of chemicals of concern at the site are at levels that exceed the provincial guidelines.
- b) Contamination at the site must be fully delineated (including off-site impacts) as deemed by a “qualified environmental professional” conducting the assessment and all sources on site and offsite have been identified in a current (< 2 years) Phase I ESA (prepared as per Stage 1 of the grant).
- c) A remediation methodology must have been chosen and the course of action documented in a formal remediation plan prepared by a “qualified environmental professional”.
- d) An application for the Remediation Grant must be submitted to the City prior to the start of any work to which the grant will apply.
- e) This grant is to be used for environmental remediation. The grant may cover the cost of actions taken to reduce the concentration of contaminants on, in or under the eligible property to permit the property to be redeveloped in a manner that is sufficient to, at a minimum, result in an increase in the assessed value of the property. The grant may also cover demolition and removal of existing on-site infrastructure required prior to environmental remediation being conducted. The proposed land use must be included in the requested business plan 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. The grant will cover costs resulting from approved remediation activity up to the acceptable target levels of contaminants for the desired zoning.
- f) Applications must include:
 - i. A current (<2 years) Phase I ESA as per requirements outlined in Stage 1 of the Grant. This report must have been prepared on behalf of the applicant.
 - ii. written consent from the property owner/proof of site ownership
 - iii. A Phase II ESA (with complete delineation) and a remediation plan prepared by a qualified environmental professional. Any existing Phase II ESA data must be updated in a manner that it can 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
 - v. include the timeframe in which remedial endpoints are expected to be met
 - b. Business plan that includes:

- i. Intended land-use/development details
 - ii. Economic/financial assessment
 - iii. Financing plans
 - iv. Partners and roles and responsibilities
 - v. Site management considerations
- (the City's Brownfield Coordinator will work with the proponent on developing this to the level of detail the City requires)

To receive Grant Payment(s) for Stage 3

- a) All environmental work 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 satisfaction of the City.
- b) All third party risk management/exposure control programs must be signed off by the affected third parties
- c) One (1) electronic draft report will be provided to the City for review. One (1) electronic and one 5 hard copies of the study findings shall be submitted to the City.
- d) Grants will be paid directly to the approved applicant or to the "qualified environmental professional" conducting the work or to contractors performing the work in accordance with a payment schedule determined by the City and the applicant.
- e) The City reserves the right to audit the costs of all components of the project prior to advancing the grant payment(s).
- f) 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. This may involve access to external agencies for comment or review.
- g) The City acknowledges the potential need to disburse some grant 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 a minimum of 25% of eligible costs be advanced upon project initiation, another 25% will be advanced at a predetermined mid-project milestone, and the final 50% upon completion of the final remediation report. This schedule may be altered to suit the individual project at the discretion of the Brownfield Coordinator.

STAGE 4: REDEVELOPMENT WITH REMEDIATION/EXPOSURE CONTROL OR INTERIM SOLUTION

Grant amount: Maximum of \$200,000 or 80% of the remediation or exposure control program being proposed, whichever is less, per property. Grant can also be applied to the construction of infrastructure to support an innovative interim land-use or renewable energy project or that might be outlined in a detailed exposure control program or long-term remediation plan.

Eligibility Criteria

- a) Data confirms, with a reasonable level of certainty, as deemed by a “qualified environmental professional” conducting the assessment, the presence of chemicals of concern at the site at levels that exceed the provincial guidelines.
- b) Contamination at the site must be fully delineated (including off-site impacts) as deemed by a “qualified environmental professional” conducting the assessment.
- c) A remediation methodology and/or 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 professional”.
- d) An application for the Stage 4 grant must be submitted to the City prior to the start of any work to which the grant will apply;
- e) This grant can be used for one or all of the following purposes:
 - i. Environmental remediation: The grant may cover the cost of any actions taken to reduce the concentration of contaminants on, in or under the eligible property to permit the property to be redeveloped in a manner that is sufficient to, at a minimum, result in an increase in the assessed value of the property. The grant may also cover demolition and removal of existing on-site infrastructure required prior to environmental remediation being conducted. The proposed land use must be included in the requested business plan as part of the application package. The City reserves the right to evaluate the proposed plan in the context of economic viability and benefit to the surrounding community.
 - ii. Implementation and monitoring of exposure control program: The grant may cover the installation of infrastructure designed to remove/manage the receptor pathways as outlined in a risk assessment/exposure control program (i.e. engineered barriers), the monitoring and maintenance of any engineered controls, the implementation of administrative controls outlined in a risk assessment/exposure control program, plume monitoring and modeling designed to assess plume mobility/stability, plume management measures designed to reduce contaminant concentrations and accelerate timelines to meet remediation endpoints and infrastructure that would allow the site to be temporary developed for a desirable interim land use including the installation of renewable energy infrastructure (e.g. solar panels), art installation, community

gardens. The proposed management of the site, infrastructure upgrades and any interim land use must be included in the requested business plan 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.

f) Applications must include:

- i. A current (<2 years) Phase I ESA as per requirements outlined in Stage 1 of the Grant. This report must have been prepared on behalf of the applicant.
- ii. Written consent from the property owner/proof of site ownership
- iii. A Phase II ESA (with complete delineation) and a remediation plan and/or risk assessment with a planned exposure control program that is prepared by a qualified environmental professional. Any existing Phase II ESA data must be updated in a manner that it can 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
 - v. include the timeframe in which remedial endpoints are expected to be met
 - b. The risk assessment/exposure control program must:
 - i. identify the full extent of contamination (including off-site impacts)
 - ii. include a description of the planned redevelopment or interim land-use, including timeframes and any planning applications that have been submitted/approved
 - iii. provide an assessment of exposure pathways and receptors specific to the intended land use
 - iv. provide applicable risk management criteria and how it was derived
 - v. identify affected third parties and the relevant risk management/exposure control plans to manage third party impacts
 - vi. risk management/exposure control strategies
 - vii. risk management/exposure control procedures
 - viii. modeling data and monitoring schedule
 - ix. applicable remediation endpoints and timeframe of achieving those endpoints as well as the means being employed to meet those endpoints (e.g. monitored natural attenuation, in-situ biostimulation, future planned remediation, etc.)
 - c. Business plan that includes:
 - i. Intended land-use/development details

- ii. Economic/financial assessment
 - iii. Financing plans
 - iv. Partners and roles and responsibilities
 - v. Site management considerations
 - vi. End use and timeline of key milestones
- (the City's Brownfield Coordinator will work with the proponent on developing this to the level of detail the City requires)

To receive Grant Payment(s) for Stage 4

- a) All environmental work must be conducted and signed-off by a "qualified environmental specialist" and it 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/exposure control programs must be signed off by the affected third parties.
- c) One (1) electronic and one 5 hard copies of the study findings shall be submitted to the City.
- d) Grants will be paid directly to the approved applicant or to the "qualified environmental professional" conducting the work or to contractors performing the work in accordance with a payment schedule determined by the City and the applicant.
- e) The City reserves the right to audit the costs of all components of the project prior to advancing the grant payment(s).
- f) 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 as adequate for the intended land use.
- g) Disbursement schedule for remediation/exposure control. The City acknowledged 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 a minimum of 25% of eligible costs be advanced upon a pre-determined project initiation point, another 25% will 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.

Brownfield Redevelopment Grant Funding Agreement dated
, 201 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:

Stage 1: Historical Investigation: Environmental Site Assessment Phase I

Stage 2: Testing: Environmental Site Assessment Phase II

Stage 3: Remediation

Stage 4: Redevelopment with Remediation/Exposure Control or Interim Solution Funding

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

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". All such funding to be in accordance with the terms and conditions of the Grant Program and as outlined in this Agreement.

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 agrees to use its best efforts to undertake Brownfield redevelopment within the municipal boundaries of the City of Edmonton as outlined in the Grant Application.

1.2. The Applicant warrants that the information provided in the Grant Application is true and accurate to the best of the Applicant's knowledge.

- 1.3. The Applicant understands that any funding provided by the City will be subject to the eligibility criteria specific for each Stage 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 Applicant's property at all reasonable times for the purposes of inspections and assessment.
- 2.2. The Applicant's Chief Financial Officer will provide to the City a statement of financial expense for each relevant Stage 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.

3. Grant Payments

- 3.1. The Applicant must comply with the specific requirements of each Stage in order to be eligible to receive the applicable funding for that Stage as more specifically outlined in Schedule "C".
- 3.2. In addition to the specific requirements, the Applicant must submit the following to the City with each request for grant payment:
 - a) a statutory declaration stating that the Stage 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 Stage that has been completed and has been approved by the City, in consultation with Alberta Environment and Alberta Health Services, for all allowable uses under the existing/proposed zoning;
 - c) a copy of the statement of financial expenses and all associated receipts for all approved activity expenses relevant to the Stage.
- 3.3. Upon receipt of appropriate documentation to the satisfaction of the City which evidences that the Applicant is eligible to receive funding for a Stage, the City will provide payment to the Applicant or designated professionals or contractors responsible for completing the work.

- 3.4. The maximum approved expenses for each stage are outlined in the Grant Approval Letter attached as Schedule "B".
- 3.5. Notwithstanding anything else in this Agreement, the City will not make any payments in respect of the Grant Application in excess of \$200,000 cumulative pursuant to the Grant Program.

4. Termination of Grant Program and Agreement

- 4.1. The City may terminate the Grant Program upon written notice to the Applicant at least sixty days in advance of the date of termination. This Agreement shall terminate on the date of termination of the Grant Program.
- 4.2. If the City terminates the Grant Program, then the Applicant may make a submission to the City for partial payment of funding for the applicable Stage of the Grant Program based on the portion of work completed with respect to that Stage. Any such submission must be made prior to termination, failing which the Applicant will not be eligible for funding.
- 4.3. 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 pay 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.
- 4.4. Time is of the essence in this Agreement. If the Applicant does not complete the redevelopment work for each Stage 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.

5. Assignment by the Applicant

- 5.1. Nothing in the Grant Program prevents the Applicant from selling or otherwise disposing of the property which is the subject of the Grant Application.
- 5.2. The Applicant may assign this Agreement to a successor in title upon the consent of the City.

6. General

- 6.1. 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.

- 6.2. 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.
- 6.3. 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.
- 6.4. 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.

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 OFFICE OF ENVIRONMENT, 7TH FLOOR SCOTIA TOWER 1, 10060 JASPER AVENUE, EDMONTON, AB
 T5J 3R8

*****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 Stage(s) pertinent to your proposal. Please see the section titled "Required Attachments" for details.										
Estimated cost of Stage 1	\$ <input style="width: 100%;" type="text"/>									
Estimated Cost of Stage 2	\$ <input style="width: 100%;" type="text"/>									
Estimated cost of Stage 3:	\$ <input style="width: 100%;" type="text"/>									
Estimated cost of Stage 4:	\$ <input style="width: 100%;" type="text"/>									
Approximate Date Project Stage(s) will begin:										
Stage 1: _____										
Stage 2: _____										
Stage 3: _____										
Stage 4: _____										
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.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="background-color: #cccccc; padding: 2px;">Office Use Only</th> </tr> <tr> <td style="padding: 2px;">Date Received _____</td> </tr> <tr> <td style="padding: 2px;">Application Complete Yes or No (if no, details) _____</td> </tr> <tr> <td style="padding: 2px;">Date of Deficiencies Review _____</td> </tr> <tr> <td style="padding: 2px;">Deficiency Notice to Agent/Applicant _____</td> </tr> <tr> <td style="padding: 2px;">Resubmission received _____</td> </tr> <tr> <td style="padding: 2px;">Decision Approval</td> </tr> <tr> <td style="padding: 2px;"> Refusal</td> </tr> <tr> <td style="padding: 2px;">Amount of Grant \$ _____</td> </tr> </table>	Office Use Only	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 \$ _____
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Deficiency Notice to Agent/Applicant _____										
Resubmission received _____										
Decision Approval										
Refusal										
Amount of Grant \$ _____										
_____ Applicant (Property Owner) Signature										

Required Attachments:

- Detailed written Project Description
- Copy of registered title (and owner's consent if applicable) .
- Phase I Environmental Site Assessment Report (5 hard copies + one electronic copy) {Stage 2,3,4 only}†
- Phase II Environmental Site Assessment Report (5 hard copies + one electronic copy) (stage 3 and 4 only)†
- Photographs of the present state of the site (5 hard copies and 1 electronic, both high quality)
- Detailed estimate of stage(s) cost(s) with each stage detailed separately}
- Construction schedule and phasing of the project (for Stage 3 only)
- Proposed redevelopment plans (for Stage 3) or interim solution (Stage 4)
- Estimated cost of redevelopment (for Stage 3 only) or Interim solution (Stage 4)

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.

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__.

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

SIGNATURE OF WITNESS

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__.

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

SIGNATURE OF PERSON WHO SIGNED AGREEMENT

Schedule "B" – Grant Approval Letter

This is the form of the Grant Approval Letter which will be sent to successful Applicants

Property Owner/Authorized Agent: _____

Address: _____

RE: City of Edmonton Brownfield Grant Funding Approval

Dear Applicant,

Your application for the City of Edmonton Brownfield Redevelopment Grant Program has been approved. We will reserve the following grant funding for your Brownfield redevelopment :

\$ _____ Stage 1. \$ _____ Stage 2. \$ _____ Stage 3. \$ _____ Stage 4

\$ _____ **Total Grant Funding Reserved.**

The grant funding is subject to your entering into a Grant Funding Agreement with the City and your compliance with the conditions with respect to grant funding for each particular Stage.

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 Stage 1

- 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;
- c) One (1) electronic draft report will be provided to the City for review. After the City review is complete, one (1) electronic final report and 5 final hard copies of the study findings shall be submitted;
- d) Grants will either be paid to the “qualified environmental professional” 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 the grant payment.
- f) Total payment not to exceed 80% of cost of Phase 1 ESA or \$5,000, whichever is less.

Grant Payment for Stage 2

- 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 satisfaction of the City.
- b) One (1) electronic and one 5 hard copies of the study findings shall be submitted to the City.
- c) Grants will be paid directly to the “qualified environmental professional” conducting the work or to the property owner/designee.
- d) The city reserves the right to audit the costs of studies prior to advancing the grant payment.
- e) Total payment not to exceed 80% of cost of environmental study or \$80,000, whichever is less

Grant Payment(s) for Stage 3

- a) All environmental work 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 satisfaction of the City.
- b) All third party risk management/exposure control programs must be signed off by the affected third party.
- c) One (1) electronic and one 5 hard copies of the study findings shall be submitted to the City.
- d) Grants will be paid directly to the “qualified environmental professional” conducting the work or to contractors performing the work or to the property owner/designee in accordance with a payment schedule determined by the City and the applicant.
- e) The City reserves the right to audit the costs of all components of the project prior to advancing the grant payment(s).
- f) 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. This may involve access to external agencies for comment or review.
- g) The City acknowledges the potential need to disburse some grant 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 a minimum of 25% of eligible costs be advanced upon project initiation, another 25% will be advanced at a predetermined mid-project milestone, and the final 50% upon completion of the final remediation report. This schedule may be altered to suit the individual project at the discretion of the Brownfield Coordinator.
- h) Total payment for this Stage not to exceed:
 - 80% of cost of remediation activity, or
 - \$200,000 minus any payments made pursuant to Stage 1 and/or Stage 2 of the Grant Program, whichever is less.

Grant Payment(s) for Stage 4

- a) All environmental work 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 satisfaction of the City.
- b) All third party risk management/exposure control programs must be signed off by the affected third party.
- c) One (1) electronic and one 5 hard copies of the study findings shall be submitted to the City.
- d) Grants will be paid directly to the “qualified environmental professional” conducting the work or to contractors performing the work or to the property owner/designee in accordance with a payment schedule determined by the City and the applicant.
- e) The City reserves the right to audit the costs of all components of the project prior to advancing the grant payment(s).
- f) 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 as adequate for the intended land use.
- g) Disbursement schedule for remediation/exposure control. The City acknowledged 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 a minimum of 25% of eligible costs be advanced upon a pre-determined project initiation point, another 25% will 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.
- h) Total payment for this Stage not to exceed:
 - 80% of cost of remediation or exposure control program, or
 - \$200,000 minus any payments made pursuant to Stage 1, Stage 2, and/or Stage 3 of the Grant Program, whichever is less.