

# Procedure

## Edmonton Economic Recovery Grant Program: Economic Action Plan Grant Stream



This Procedure falls under C623B Edmonton Economic Recovery Grant Council [Policy](#)

<b>Program Impacted</b>	Economic Development <i>Edmonton has a diverse and prosperous economy that thrives locally and globally.</i>
<b>Approved By</b>	City Manager
<b>Date of Approval</b>	March 20, 2023
<b>Approval History</b>	May 20, 2021
<b>Next Scheduled Review</b>	June 1, 2024

### 1 Purpose

- 1.1 This Procedure is intended to guide the administration of the Economic Action Plan Grant Stream, including the application process and criteria to qualify for this grant. This procedure does not apply to the other grant streams for the Edmonton Economic Recovery Grant Program through Council Policy C623B.

### 2 Definitions

The following definitions will be used for the purpose of administering the Economic Action Plan Grant Stream:

- 2.1 **Audit:** For the purposes of administering the Grant, an Audit consists of a review of invoices and proof of payment that are supplied by the applicant to ensure that grant funding is provided to support only those projects and costs approved by the Grant Team. The Audit comes under the purview of the Grant Manager;
- 2.2 **Branch Manager:** The Branch Manager of the relevant City department;
- 2.3 **Business Association:** The lead applicant that is a legal entity or a member of a partnership and has an Economic Development Mandate to support the business interests and commercial success of their Edmonton-based members. This does not include individuals or community groups;

- 2.4 **Business Case:** The justification for a proposed project/program on the basis of its alignment with one or more of the Grant Actions (as identified in Section 4 of this Procedure) and its expected commercial and/or economic benefit (for example, expanded markets and increased employment);
- 2.5 **Business Plan:** The standardized application form template, which will be supplied by the City as part of Grant application materials, that will allow the applicable Local Business or Business Association to provide their Business Case and a cost summary of their anticipated expenses in support of their application for the Grant;
- 2.6 **City:** Means the City of Edmonton;
- 2.7 **Declaration Form:** The declaration form located within the application materials for the Grant;
- 2.8 **Economic Development Mandate:** A mandate related to economic development, commercial success and/or economic growth;
- 2.9 **Economic Resiliency:** Means an increase in the ability of Local Businesses to adapt to changing economic conditions;
- 2.10 **Economic Action Plan Grant Stream:** The financial support available to support the outcomes of the Plan. The Economic Action Plan Grant Stream is also referred to in these Procedures as “the Grant”. The Grant is a 1:1 matching grant with a maximum value of \$50,000.00 and will be paid in accordance with Section 5.6.5 of this Procedure.
- 2.11 **Eligible Costs:** Means those costs eligible for potential funding by the City through the Grant pursuant to the terms of the Funding Agreement but excludes the Ineligible Costs;
- 2.12 **Equity Deserving Business Communities:** Communities that include entrepreneurs, business owners and business associations who self-identify as Indigenous, Metis, or self-identify as a Person of Colour, or self-identify as a woman, self-identify as LGBTQIA2S+, or are recent Immigrants to Canada (within the last 15 years);
- 2.13 **Funding Agreement:** Means the written contract identifying the specific work to be completed for the approved project or program, the Eligible Costs of the project or program, the maximum amount of the funding to be awarded, how the funding will be awarded, the reporting obligations, and any other conditions under which the City will require to be met before any funding would be awarded in the City’s sole and unfettered discretion. The Funding Agreements will be entered into between the City and the applicable Local Business or Business Association. However, in the case of projects that involve construction related matters, the Funding Agreements may be entered into between the City, the applicable Local Business or Business Association, and the registered owner of the real property being improved/constructed upon, should this real property owner be different than the applicable Local Business or Business Association;
- 2.14 **Grant Actions:** Has the meaning set out in Section 4 of this Procedure;
- 2.15 **Grant End Date:** Has the meaning set out in Section 3.1.2 of this Procedure;

- 2.16 **Grant Manager:** Administers the Grant, including but not limited to the evaluation and monitoring of the Grant, managing the Grant budget, communication with applicants, coordinating administrative review of all eligible applications, working with members of the Grant Team, awarding funding based on Grant criteria, auditing applications for compliance with the Grant requirements, processing payments according to this Procedure, and other duties as required;
- 2.17 **Grant Team:** A group of City staff made up of a cross-departmental team, including the Grant Manager, that will assist with the review and processing of select Grant applications, evaluating Grant success, and discussing and implementing changes to the Grant and this Procedure;
- 2.18 **Green Economic Sectors:** Consists of businesses that are engaged in activities aimed at reducing environmental risks and energy consumption, and that aim for sustainable development and production without degrading the environment;
- 2.19 **Ineligible Costs:** Means those costs as set out in Section 5.3 of this Procedure;
- 2.20 **In-kind Contributions:** Goods, services or time donated to a program or project in lieu of financial contributions to be incurred only by an eligible Business Association pursuant to the requirements of this Procedure. This can be up to a maximum of 25% of the required matching financial commitment for eligible Business Associations and must comply with all City requirements, which shall be determined by the City in its sole and unfettered discretion;
- 2.21 **Local Business:** A legal entity that is carrying on a business within the city of Edmonton including a physical address and operations, that will have or will have obtained a City business licence to operate a business in the city of Edmonton by the time it enters into a Funding Agreement for an approved project under the Grant. If a business is located within the city of Edmonton and the legal entity carrying out this business is exempt from obtaining a business licence to operate a business within the city of Edmonton, they may request approval to be considered as a Local Business for the purposes of this Procedure from the Grant Manager, which approval may be arbitrarily and unreasonably withheld;
- 2.22 **Local Economy:** Economic activity that takes place within the city of Edmonton;
- 2.23 **Local Food Economy:** Business and entrepreneurial activities that involve producing, processing, preparing, selling, marketing, serving, transporting and/or distributing food and/or beverages within the city of Edmonton;
- 2.24 **Non-Resident Business Licence Holder:** Means a person (as defined in the *Interpretation Act*, RSA 2000, c I-8, as amended from time to time) that has a business licence from the City but does not reside or maintain a permanent business within the city of Edmonton;
- 2.25 **Offshoots of the Energy Sector:** Includes businesses applying sustainable innovation and technology solutions to emerging opportunities related to renewables, carbon capture, hydrogen sectors and other energy sectors;

- 2.26 **Plan:** The Edmonton Economic Action Plan as outlined in the April 19/21, 2021 City Council Report UFCSD00208 Economic Action Plan;
- 2.27 **Policy:** City Policy C623B;
- 2.28 **Quality Assurance:** Means a check of the approval process by the Director of the Local Economy and Investment Services Section as per Section 9.2 of this Procedure; and
- 2.29 **Supply Chain:** The sequence of processes involved in the production and distribution of a product or commodity.

### 3 Grant Regulations

#### 3.1 Area of Application and Effective Date

- 3.1.1 This Procedure, subject to change at the City's sole and unfettered discretion, applies to the Grant and all parties (including but not limited to Local Businesses and Business Associations) that apply for the Grant.
- 3.1.2 The Grant will end upon the earlier of: the budget for the Grant being fully depleted or the remaining budget for the Grant being reassigned by Edmonton's City Council (the "**Grant End Date**").
- 3.1.3 The effective date of these procedures is from April 3, 2023 until the grant end date.

### 4 Grant Actions

The Plan is one of the drivers of The City Plan and is aimed at creating jobs, attracting investment and strengthening our economy. It identifies 24 actions the City and its economic development partners will take to achieve those outcomes. The Grant supports a subset of these actions because they require investment and leadership from the private sector and economic development related associations in order to achieve their desired outcomes. These actions are identified below (collectively, the "**Grant Actions**" or "**Actions**") and they are used by the Grant Team to evaluate a proposed project or program's level of alignment with the outcomes of the Plan and eligibility for funding:

- 4.1 **Action 3:** Support building capacity and access to resources for entrepreneurs from Marginalized Business Communities, such as racialized entrepreneurs, and newcomers;
- 4.2 **Action 5:** Support projects aimed to strengthen or eliminate gaps within existing local Supply Chain networks;
- 4.3 **Action 6:** Leverage Edmonton's digital infrastructure, including Open Data, fibre optic network and the innovation corridor, to link research, educational and technology organizations;
- 4.4 **Action 10:** Develop tools and strategies to attract commercial, residential and mixed-use development in nodes and corridors;
- 4.5 **Action 11:** Support enhanced experiences by encouraging opportunities for low impact businesses to operate in parks and public space;
- 4.6 **Action 12:** Develop tools to facilitate growth in Green Economic Sectors;
- 4.7 **Action 13:** Work together to support emerging made-in-Edmonton technology solutions;

- 4.8 **Action 14:** Support emerging Offshoots of the Energy Sector;
- 4.9 **Action 15:** Advance a coordinated approach to growing the Local Food Economy;
- 4.10 **Action 16:** Develop Edmonton's competitive advantage as an international logistics hub and hub to Northern Alberta, the Northwest Territories and beyond;
- 4.11 **Action 17:** Promote affordable, accessible, high-quality, and inclusive early learning and child care;
- 4.12 **Action 20:** Promote and support academic programs that advance the Local Economy; and
- 4.13 **Action 24:** Utilize and coordinate the [City's event strategy](#) and [Explore Edmonton Tourism Master Plan](#) as tools to support investment by creating awareness about local opportunities for businesses and people.

## 5 Eligibility Requirements

### 5.1 Eligibility Requirements

Applicants and projects/programs must meet the following eligibility criteria in order to apply for the Grant.

#### 5.1.1 Applicants

- 5.1.1.1 The applicant must be a Local Business or a Business Association in good standing with their applicable governing legislation and/or governing bodies (including but not limited to a corporation having an "Active" status with the Corporate Registry for the Province of Alberta) and must have an Economic Development Mandate.
- 5.1.1.2 In the event that the proposed project relates to construction, tenant upgrades, or other improvements that affect a building, the applicant must be the owner of the real property that is affected by such a project or this owner's authorized agent that is either an eligible Local Business or Business Association.
- 5.1.1.3 Notwithstanding anything to the contrary, the following businesses, organizations and entities are not eligible to apply for the Grant:
  - 5.1.1.3.1 Government organizations or entities;
  - 5.1.1.3.2 Religious organizations or entities that do not have an Economic Development Mandate;
  - 5.1.1.3.3 Businesses that are third-party sellers (eg. Amazon);
  - 5.1.1.3.4 Any restaurant or food service organizations that do not provide opportunities for in-house dining or service (including but not limited to: ghost kitchens, delivery services, etc.);
  - 5.1.1.3.5 Non-Resident Business Licence Holders; and/or

- 5.1.1.3.6 Any other organization, entity, and/or business that does not meet the requirements as set out in Section 5.1.1 of this Procedure, as determined by the Grant Manager in their sole and unfettered discretion.

## 5.1.2 Projects/Programs

For a project or program to be eligible for a Grant, the project or program must:

- 5.1.2.1 Contribute to at least one or more of the Grant Actions in a meaningful way, as determined by the City in its sole and unfettered discretion;
- 5.1.2.2 In the event that an applicant has already received funding from the Grant, another grant stream under the Edmonton Economic Recovery Grant Program or another City program, the applicant must show to the Grant Manager that its proposed project or program for this Grant is different and separate from the previous project or program that has already received City funding. The Grant Manager shall make this determination, in their sole and unfettered discretion. If it is determined by the Grant Manager, in their sole and unfettered discretion, that the proposed project or program is not different and/or separate from a previously City funded project or program, the proposed project or program shall not be eligible for any funds or any further funds from the Grant;
- 5.1.2.3 Notwithstanding anything to the contrary, a proposed project or program that attempts to, or will in effect, duplicate (in part or in full) an already existing City program or project may be ineligible for the Grant. The Grant Manager, in their sole and unfettered discretion, will make this determination in their review of the applicable application.
- 5.1.2.4 Notwithstanding anything to the contrary, a proposed program or project that attempts to provide funds to a third party, such that the Local Business or Business Association would essentially be acting as an intermediary to a third party, will not be eligible for the Grant (e.g. the Local Business or Business Association wanting to set up its own funding program or providing investment funds to a third party, etc...).

## 5.2 **Application Requirements**

- 5.2.1 Grant applications must include the following components:
  - 5.2.1.1 A completed application form using the City's template, including but not limited to the following:
    - 5.2.1.1.1 The legal entity name for the Local Business or Business Association applying for the Grant;

- 5.2.1.1.2 Identification of which entity will be receiving the funding in the case of multiple applicants collaborating on the same project or program, should the application be approved;
- 5.2.1.1.3 A Business Plan, including a Business Case, in the format supplied by the City. Alternatively, if approved by the Grant Manager, an applicant may use any format deemed appropriate under the sole and unfettered discretion of the Grant Manager;
- 5.2.1.1.4 An estimated cost summary, in the format provided by the City, of the potential costs of the proposed project/program with an itemized breakdown of the costs to the City's sole satisfaction;
  - 5.2.1.1.4.1. The cost summary is to include details related to the funding being used for the project or program including documentation demonstrating that the applicant has access to appropriate funding to complete and deliver the project or program as described in their application. If an applicant is not able to effectively demonstrate that they have access to all the funding required to complete the project or program, to the sole and unfettered discretion of the Grant Manager, the project or program may be deemed ineligible. Applications that fail to demonstrate suitable funding requirements will not be held by the City and the application will be rejected.
- 5.2.1.1.5 At least two different quotes or documentation for the cost of equivalent services and/or products relating to the applicant's potential costs for their proposed project/program OR one quote with an explanation of why a second quote cannot be obtained to the sole satisfaction of the City;
- 5.2.1.1.6 A signed Declaration Form, in the form provided by the City, as amended from time to time in the City's sole and unfettered discretion; and
- 5.2.1.1.7 Applications for projects that include construction, tenant upgrades, or other improvements that affect a building must also include:
  - 5.2.1.1.7.1. Photographs of the current state of the building;
  - 5.2.1.1.7.2. Elevations, site plans, and/or any other drawings or materials identified in the application form and/or requested by the Grant Manager that show the improvements to be made; and
  - 5.2.1.1.7.3. A copy of the submitted Development Permit application and/or submitted Building Permit application.
- 5.2.1.2 For projects that include construction, the City will pull a Land Title Certificate to confirm ownership, and if the property owner is a company, a Corporate Registry Search will also be pulled. In the event that the property owner is different from

the applicable Local Business or Business Association, the City will require the property owner to be the applicant or this owner's authorized agent that is either an eligible Local Business or Business Association;

- 5.2.1.3 Incomplete applications will not be reviewed or kept on file;
- 5.2.1.4 Rehabilitation or improvements that affect historic properties must be consistent with the City's Historic Resources Management Program and are subject to review by a Heritage Planner. No funds will be allocated for projects that prevent or detract from future possible designation as a heritage resource; and
- 5.2.1.5 Any other additional application requirements that are required by the City, in its sole and unfettered discretion.

### 5.3 Ineligible Costs

#### 5.3.1 Ineligible costs include:

- 5.3.1.1 Rent, mortgages, utilities, insurance, or any other similar form of costs;
- 5.3.1.2 Wages or payroll for new or existing employees;
- 5.3.1.3 Permit or licence fees;
- 5.3.1.4 Debt servicing;
- 5.3.1.5 Fees for memberships, professional associations, or any other similar form of fees;
- 5.3.1.6 Retroactive costs associated with the proposed use of financial support that were incurred prior to applying for the Grant.
- 5.3.1.7 Costs relating to the advancement of faith or political based activities, lobbying, advocacy, or fundraising;
- 5.3.1.8 Travel or accommodation expenses of any kind;
- 5.3.1.9 Hospitality or entertainment costs (e.g. food, alcohol, etc...);
- 5.3.1.10 Gifts, gift cards, contests, prizes, awards, trophies, or plaques;
- 5.3.1.11 Legal or accounting or other professional fees, insurance payments, membership or professional association fees, permit or licence fees, or any other similar form of fees or payments;
- 5.3.1.12 Sponsorship;
- 5.3.1.13 Non-arm's length transactions (e.g. payments to an affiliated or subsidiary organization, payments to directors, shareholders, board members or any of their family members);

#### 5.3.2 In addition to the ineligible costs set out in Section 5.3.1 above, the following will also be considered ineligible costs pursuant to the specific Grant Action(s) that the proposed project or program intends to contribute to:

- 5.3.2.1 **Action 3:** Ineligible costs include start-up costs and operational costs for a new business;



- 5.3.2.2 **Action 5:** Ineligible costs include inventory purchases;
- 5.3.2.3 **Action 6:** Ineligible costs include costs associated with upgrading internet connections for businesses;
- 5.3.2.4 **Action 10:** Ineligible costs include leasehold improvements or renovations, construction costs for new buildings, and new business start-up costs;
- 5.3.2.5 **Action 11:** Ineligible costs associated with Environmental Impact Assessments and mobile food vendors;
- 5.3.2.6 **Action 12:** Ineligible costs include purchasing and installing solar panels or other alternative energy generators for individual businesses, EV charging stations;
- 5.3.2.7 **Action 15:** Ineligible costs include those costs associated with new or expanding food services that do not provide opportunities for in-house dining or service (including but not limited to food services relating to ghost kitchens, delivery service organizations, and similar food service businesses);
- 5.3.2.8 **Action 17:** Ineligible costs include any costs not restricted to capital investments for opening new childcare locations or the increase in childcare spaces for existing facilities;
- 5.3.2.9 **Action 20:** Ineligible costs include funding for existing academic programs and duplication of funding available from other levels of government; and
- 5.3.2.10 **Action 24:** Ineligible costs include those that do not align with improving tourism and visitor attraction.

#### 5.4 **Application Process**

- 5.4.1 Prior to submitting an application, the applicant will review all application requirements, and may reach out to the Grant Manager with any questions as required.
- 5.4.2 Completed applications are to be submitted to the Grant Manager in the method identified by the City.
- 5.4.3 In order to ensure consistent review and evaluation, the application shall be prepared in accordance with the format established by the City, which may be amended from time to time in the City's sole and unfettered discretion.
- 5.4.4 Submitting an application does not commit the City to participate in subsequent negotiations or award financial support through the Grant. In addition, submitting an application does not commit the City to enter into a Funding Agreement or to participate in negotiations for the proposed project/program.
- 5.4.5 Applications will be received and reviewed in the order in which they are provided to the Grant Manager on a first come, first serve process and the applicable financial support will be awarded until the Grant End Date. However, no successful applicant will be eligible to receive funding until a Funding Agreement has been signed by all parties,

including the City, and all applicable terms and conditions of the Funding Agreement have been met in full by the successful applicant to the City's sole satisfaction.

- 5.4.6 Each application will be reviewed by the Grant Team, as designated by the Grant Manager, to ensure application completeness and that all required documentation are included.
- 5.4.7 All applicants are responsible to pay any and all costs associated with the preparation and submission of their applications.
- 5.4.8 Notwithstanding anything to the contrary, the City reserves the right, in its sole and unfettered discretion, to: (1) accept or reject any application; (2) accept, reject or further negotiate with any or all applicants; and (3) render decisions in regards to complete applications as approved, approved with conditions or refused.

## 5.5 **Application Review and Funding Approval:**

- 5.5.1 Complete applications will be reviewed in the order in which they are received on a first-come, first serve basis.
- 5.5.2 The City's decision to approve or reject an application involves the following steps:
  - 5.5.2.1 The Grant Team will confirm the applicant's eligibility and that all of the application requirements have been met;
  - 5.5.2.2 The Grant Team will review the applications for alignment with the Grant Actions, the Policy, project or program's feasibility, the project or program's proposed outcomes and the proposed costs. The Grant Team may request more information from applicants at this stage;
  - 5.5.2.3 The Grant Manager will recommend applications for approval or rejection to the Director based on the Grant Team's review and the Grant's available overall budget. The Director will make the final decision;
  - 5.5.2.4 Applicants will be notified of the outcome of the review by email; and
  - 5.5.2.5 Funding will not be allocated or set aside for applications where the Grant Team requests more information. The application will be reviewed a second time after all information has been received on a first-come, first-serve basis, and will be approved or not approved for funding in the City's sole and unfettered discretion. It is the applicant's responsibility to provide the required information in a timely manner.
- 5.5.3 Maximum grant amounts are not guaranteed and lesser amounts may be allocated at the sole and unfettered discretion of the City.
- 5.5.4 Approval of an application does not constitute an agreement by the City that any financial support will be disbursed or that a Funding Agreement will be entered into.

- 5.5.5 All decisions made by the City regarding whether to approve or reject an application are at the City's sole and unfettered discretion and such decisions are final and cannot be appealed.
- 5.5.6 For the purposes of this Procedure, all references to "business" herein shall be interpreted pursuant to the definition of "Business" in the City's Business Licence Bylaw - Bylaw 20002, as may be amended from time to time.

## 5.6 Issuing Funding

- 5.6.1 Successful parties are required to enter into a Funding Agreement with the City.
- 5.6.2 If the proposed project deals with construction, the Eligible Costs will be limited to labor and material for the proposed project. The City may require that non-eligible work be performed as a precondition for funding of Eligible Cost items.
- 5.6.3 All proposed projects and programs must comply with all City, Provincial and Federal regulations, bylaws, laws, codes, guidelines and rules. The successful party is responsible for securing all required permits and other documentation in respect of its proposed project or program.
- 5.6.4 All projects and programs assisted by the Grant must be completed, with relevant documentation submitted, within the maximum 12 month completion timeline stated in the Funding Agreement. If it can be clearly demonstrated that circumstances beyond the applicant's control prohibit the completion of the project or program and submission of all relevant documentation within the required timeline, the City may, in its sole and unfettered discretion, grant up to a maximum one six-month extension. Failure to complete the project or program within the required timeline, may result in the termination of the Funding Agreement.
- 5.6.5 If funding has been approved and the applicable Funding Agreement has been entered into, funding will be issued as follows:
  - 5.6.5.1 Up to 50% of the approved funding will be issued within a reasonable time after the Funding Agreement has been fully executed between the City and the successful party; and
  - 5.6.5.2 The remaining approved funding will be issued upon the following conditions being met:
    - 5.6.5.2.1 The approved project or program is completed to the City's sole satisfaction and a written request for funding has been submitted to the Grant Manager within the required timeline set out in the Funding Agreement;

- 5.6.5.2.2 The successful party is able to prove that they incurred all of the Eligible Costs and that they have met or exceeded the 1:1 matching requirements of the Grant to the City's sole satisfaction;
- 5.6.5.2.2.1. Written proof or documentation (including but not limited to receipts with proof of payment) showing that the successful party actually incurred the Eligible Costs. If the successful party is unable to show that they incurred all of the Eligible Costs to the sole satisfaction of the City, then the amount of the second and final payment of the grant funding may decrease to ensure a 1:1 match with the Eligible Costs actually incurred. In the event that the total funding already provided to the successful party will result in not at least meeting the 1:1 matching requirement for the Grant, the successful party will be responsible to repay the excess funding back to the City pursuant to the requirements set out in the Funding Agreement.
  - 5.6.5.2.2.1.1. The applicant must not use funding from other City programs or sources (including but not limited to funds provided under the Grant or other grant streams under the Edmonton Economic Recovery Grant program) to pay for the Eligible Costs. For clarity, the applicant must use their own funds to pay for all of the Eligible Costs, except in certain situations where Business Associations may use In-kind Contributions for a maximum of 25% of the Eligible Costs based on previously approved calculations by the City;
- 5.6.5.2.3 All applicable conditions and requirements as set out in the Funding Agreement have been met to the City's sole satisfaction; and
- 5.6.5.2.4 All necessary documentation and information have been submitted to the City pursuant to the Funding Agreement, including but not limited to the following:
  - 5.6.5.2.4.1. A valid City business licence for a Local Business. In the event that the Local Business is exempt from obtaining a business licence, they must provide written documentation to the City

confirming that they are operating a business legally in the city of Edmonton to the sole satisfaction of the City.

- 5.6.5.2.4.2. A final report, in the format specified by the City in its sole and unfettered discretion, detailing how the funding fulfilled the objectives of the Grant, this Procedure, and supported the outcomes of one or more of the Grant Actions;
- 5.6.5.2.4.3. Written proof of compliance with all required permits and other documentation relating to the completion of the project or program;
- 5.6.5.2.4.4. Any other documentation as required by the City, in its sole and unfettered discretion, to show that the program or project has been completed to the sole satisfaction of the City; and
- 5.6.5.2.4.5. Any other information related to the Grant, how the funding was applied, and how the funding supported the Local Business or Business Association as identified by the City in its sole and unfettered discretion.

- 5.6.6 The approved funding will not increase in the case of cost overruns related to the completion of the project or program;
- 5.6.7 Payments of the approved funding will be issued by cheque and mailed to successful parties pursuant to the applicable Funding Agreement unless otherwise specified in the Funding Agreement.

## 5.7 Reporting Requirements

- 5.7.1 The City may provide data about the Grant, including but not limited to the use of financial support by Local Businesses and Business Associations, to the Edmonton City Council, its committees, and the public at large.
- 5.7.2 The City may contact all applicants to gather additional information about their experience with and the effectiveness of the Grant, suggestions for improvement, and overall opinions of the success of the Grant.

## 6 General Conditions

- 6.1 Notwithstanding anything to the contrary, the City (at a minimum and without limitation) reserves the right, in its sole and unfettered discretion, to withhold payment of any funding where:
  - 6.1.1 The applicant, Local Business, and/or Business Association (or any associate or affiliate entity with either of them):

- 6.1.1.1 is in arrears on any payment, reporting obligation, or is in default of any other obligation under any other agreement made with the City;
  - 6.1.1.2 has outstanding amounts owing to the City due to property taxes that are past due or in arrears;
  - 6.1.1.3 is or becomes the subject of a Canada Revenue Agency judgment or tax lien;  
or
  - 6.1.1.4 is in litigation with the City;
  - 6.1.2 The applicant, Local Business, and/or Business Association has made any material misrepresentation or provides any materially false or materially misleading information to the City; or
  - 6.1.3 The applicant, Local Business, Business Association and/or the proposed project/program is or becomes the subject of any kind of judgment, lien, writ, or other similar kind of instrument.
- 6.2 An applicant is solely responsible for any and all payments to any of its contractors and/or suppliers. The City will not be responsible to pay contractors and/or suppliers directly. Also, if an applicant uses a contractor for their proposed project/program, the applicant must ensure that the contractor has a valid City business licence.

## **7 Special Considerations - Grant and Funding Conditions of Dispersal**

- 7.1 Within 30 days of completing the project or program, the successful party must submit to the City all of the necessary documentation required to meet its reporting requirements as set out in the Funding Agreement.
- 7.2 If there are any misrepresentations in an application or there is a failure to comply with the requirements of the Grant or this Procedure, the applicant, the Local Business, the Business Association, and/or any other entity associated with either may be ineligible to receive future funding from the City.
- 7.3 By participating in any aspect of the Grant, the applicant, the Local Business, and/or the Business Association specifically agree that they will have absolutely no claim against the City or any of its employees, advisors, or representatives for anything resulting from the exercise of any or all of the rights set out in this Procedure. Without limiting the generality of the foregoing, the applicant, the Local Business, and/or the Business Association also agree that in no event will the City, or any of its employees, agents, advisors, or representatives be liable, under any circumstances, for any claim, or to provide funding or compensate the applicant, the Local Business, and/or the Business Association in any manner whatsoever, including, without limitation, for the costs of preparing and/or submitting any application, awarding financial support, failing to award financial support, refusing an application, loss of anticipated profits, loss of opportunity, or any other matter.

- 7.4 The Grant Manager has the sole authority, in their sole and unfettered discretion, to determine eligibility of proposed work and confirmation of completed work. Certain work may be required as a condition of funding.
- 7.5 The City reserves the right to close applications to or cancel the Grant at any time at the sole and unfettered discretion of the Branch Manager.

## **8 GRANT PERFORMANCE AND PROCEDURES REVIEW**

- 8.1 The Grant will be regularly monitored to ensure that it is meeting the guidelines set out in the Policy and the intended outcomes of the Grant as determined by the Branch Manager in their sole and unfettered discretion.
- 8.2 The Grant Team will meet regularly to review the key metrics for the Grant as determined by the Branch Manager, or their designate, in their sole and unfettered discretion.
- 8.3 Reports on the Grant will be shared with the Branch Manager or their designate on a regular schedule, as determined by the Branch Manager in their sole and unfettered discretion.
- 8.4 The review of the Grant will involve a review of the number of applications received by the Grant Team, the application review process, the disbursement of funds, the collection of information from the successful parties, and key metrics as determined by the Branch Manager, or their designate, in their sole and unfettered discretion.

## **9 RESPONSIBILITIES**

### **9.1 Branch Manager**

- 9.1.1 Oversees the Grant, including but not limited to the evaluation of the Grant and the financial support awards;
- 9.1.2 May vary the Grant or these Procedures, including exceptions to these procedures, from time to time, in their sole and unfettered discretion.
- 9.1.3 Approves and makes changes to detailed application requirements as necessary; and
- 9.1.4 Delegates authority as required in regards to implementation of the Grant.

### **9.2 Director**

- 9.2.1 The Director will receive all approved applications from the Grant Manager, and conduct a Quality Assurance test on randomly selected applications;
- 9.2.2 Makes the final decision regarding the approval or refusal of applications based on recommendations provided by the Grant Manager;

### **9.3 Grant Manager**

- 9.3.1 Monitors the Grant to ensure that it is meeting the intent of the Policy and stated Grant outcomes;
- 9.3.2 Prepares recommendations and any proposed changes to the Grant or Procedures for the Branch Manager;

- 9.3.3 Evaluates applications;
  - 9.3.4 Determines eligibility for the Grant Program as per the eligibility requirements of these Procedures;
  - 9.3.5 Communicates with applicants as required;
  - 9.3.6 Audits applications for compliance with the Grant and the Grant requirements; and
  - 9.3.7 Performs other duties as required.
- 9.4 **Grant Team**
- 9.4.1 Working under the direction and guidance of the Grant Manager, helps to evaluate and score complete applications according to the Core Criteria;
  - 9.4.2
  - 9.4.3 Audits applications for compliance with the Grant; and
  - 9.4.4 Performs other duties as required.