

**BYLAW NUMBER 11M2010**

**BEING A BYLAW OF THE CITY OF CALGARY  
TO DELEGATE CERTAIN POWERS, DUTIES  
AND FUNCTIONS RELATING TO THE  
AUTHORIZATION AND EXECUTION OF  
CERTAIN AGREEMENTS PERTAINING TO THE  
ENHANCEMENT, CONSERVATION AND  
PROTECTION OF THE ENVIRONMENT**

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**WHEREAS** The City of Calgary is the registered or beneficial owner of titled parcels, is vested with title to roads pursuant to Section 16(2) of the Municipal Government Act (Alberta) and is the registered or beneficial owner of easements and rights of way, which are located within the City of Calgary;

**AND WHEREAS** it is desirable for the protection of the environment people and property and for the safety, health and welfare of the public to permit or authorize the use and occupation of property owned or under the direction, management and control of The City of Calgary or other persons to facilitate the investigation, assessment, remediation or risk management of contamination or the decommissioning of infrastructure;

**AND WHEREAS** it is desirable for the protection of the environment people and property and for the safety, health and welfare of the public for The City of Calgary to enter into agreements to facilitate the pursuit, promotion and implementation of initiatives which enhance, conserve or protect the environment;

**AND WHEREAS** it is desirable for the effective and efficient administration of environmental laws for The City of Calgary to enter into agreements with other government authorities for the transfer of the administration of provisions of environmental laws;

**AND WHEREAS** Section 201(3) of the Municipal Government Act R.S.A. 2000, c. M-26 as amended, provides that Council for The City of Calgary may delegate by bylaw any of its powers, duties or functions to the chief administrative officer;

**AND WHEREAS** it is expedient and appropriate to delegate to the chief administrative officer for and on behalf of The City of Calgary certain powers, duties and functions relating to the authorization and execution of certain agreements pertaining to the enhancement, conservation and protection of the environment;

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF CALGARY ENACTS AS FOLLOWS:**

1. **TITLE**

(1) This Bylaw may be cited as the "Environmental Agreements Bylaw".

2. **DEFINITIONS AND INTERPRETATION**

- (1) In this Bylaw words meaning male persons include female persons and words in the singular include the plural as the context may require;
- (2) References in this Bylaw to a statutory enactment of any government authority shall include all amendments thereto and substitutions therefor from time to time;
- (3) "Access Agreement" means an agreement which permits the City to use and occupy Real Property for the purposes of conducting Decommissioning, a Site Investigation or a Site Remediation or facilitating the performance of an Administrative Agreement, Conservation Agreement, Remedial Action Agreement and Stewardship Agreement;
- (4) "Administrative Agreement" means an agreement with a Government Authority for the transfer of administration of a provision of an Environmental Law;
- (5) "Agreement" means an Access Agreement, Administrative Agreement, Conservation Agreement, License, Remedial Action Agreement, Stewardship Agreement or any other agreement authorized and executed pursuant to this Bylaw including without limitation any amendment, assignment, assumption, acknowledgement, renewal, extension, consent or Document ancillary thereto;
- (6) "Bylaw" means this Bylaw No. 11M2010 and any amendments thereto;
- (7) "City" means The City of Calgary, a municipal corporation pursuant to the Municipal Government Act (Alberta);
- (8) "City Manager" means the person duly appointed to the position of Chief Administrative Officer for the City pursuant to the Municipal Government Act (Alberta), or their designate or nominee;
- (9) "City Solicitor" means the person duly appointed to the position of City Solicitor for the City pursuant to the Municipal Government Act (Alberta), or their designate or nominee;
- (10) "Conservation Agreement" means an agreement for the conservation, enhancement or protection of the environment or any of its constituent components and includes without limitation a conservation easement granted pursuant to Section 22 of the Environmental Protection and Enhancement Act (Alberta) or Section 28 of the Alberta Land Stewardship Act (Alberta);
- (11) "Contamination" means any hazardous, toxic, deleterious, polluting, contaminating or other chemical, substance, product, material, waste or other product, whether liquid, solid or gaseous, which alone or in combination is defined, listed, prohibited, controlled or otherwise regulated by a Government Authority, or which has caused, is causing or could cause harm, adverse effects, impacts, degradation, impairment or damage to the environment or any of its constituent components, to human health or safety or to Real Property;

- (12) "Council" means the Council for the City constituted pursuant to the Municipal Government Act (Alberta);
- (13) "Decommissioning" means the excavation, decommissioning, demolition, disassembling, removal or abandonment of Infrastructure;
- (14) "Document" means any form, instrument or document permitted to be registered in the Land Titles Office pursuant to the Land Titles Act (Alberta) which may be required to complete an Agreement or to maintain or administer the registration of an Agreement including without limitation any transfer, caveat, affidavit, declaration, certificate, withdrawal, discharge, surrender, postponement, consent, notice, application or request;
- (15) "Environmental Law" means any statute, regulation or bylaw and to the extent they have the force of law, any code, practice, guideline, rule, directive or other regulatory requirement enacted or imposed by a Government Authority which governs or protects the environment or any of its constituent components;
- (16) "Environmental & Safety Management" means the Environmental & Safety Management business unit of the City;
- (17) "Fee" means any fee set out in Schedule "A" to this Bylaw;
- (18) "Government Authority" means any federal, provincial, municipal or other governmental body, agency, tribunal or authority having jurisdiction and lawfully empowered to enact, impose or enforce an Environmental Law;
- (19) "Infrastructure" means any works constructed on, under or over Real Property for the purposes of conveying, distributing, storing or transmitting water, storm water, sewage, oil, natural gas, electricity, power, telephone, television cable, internet transmission or other services or products;
- (20) "License" means a license agreement which permits a person to use and occupy City owned Real Property for the purposes of conducting a Decommissioning, a Site Investigation or a Site Remediation or facilitating the performance of an Administrative Agreement, Conservation Agreement, Remedial Action Agreement or Stewardship Agreement;
- (21) "Memorandum of Understanding" means a non-binding memorandum of shared understanding or intent to undertake or facilitate an environmental initiative;
- (22) "Real Property" means any legal or equitable estate, right, title or interest in land including without limitation any Infrastructure, buildings, structures and improvements constructed thereon, therein or thereover;
- (23) "Remedial Action Agreement" means an a reclamation plan for the implementation of a risk management plan, a remediation plan, or a decommissioning plan;
- (24) "Site Investigation" means a site investigation to delineate, measure and assess Contamination;

- (25) "Site Remediation" means a risk management or remediation process to manage, eliminate or reduce Contamination to acceptable concentrations in the environment or any of its constituent components;
- (26) "Stewardship Agreement" means an agreement to facilitate the pursuit, promotion, funding, implementation, consulting, research or piloting of initiatives which enhance, conserve or protect the environment or any of its constituent components, but excluding agreements for the supply of goods and services.

**3. AUTHORIZATION OF AGREEMENTS**

- (1) The City Manager may, as the authorized officer for and on behalf of the City, approve the following Agreements:
  - (a) Access Agreements;
  - (b) Administration Agreements;
  - (c) Conservation Agreements;
  - (d) Licenses;
  - (e) Remedial Action Agreements; and
  - (f) Stewardship Agreements;

provided that any City financial obligations contained in the Agreement are available in a budget specifically approved by Council and the Agreement meets all applicable policies, procedures, standards and guidelines approved by Council and Environmental & Safety Management.

- (2) The City Manager may, as the authorized officer for and on behalf of the City, approve any Document.
- (3) The City Manager may, as the authorized officer for and on behalf of the City, establish or stipulate for such securities as may be required to secure the performance of obligations under an Agreement or Document.

**4. REPORTING**

- (1) Environmental and Safety Management shall notify the ward alderman of Access Agreements, Licenses and Remedial Action Agreements and to notify City Council of Agreements.
- (2) Environmental and Safety Management shall provide an annual report to City Council itemizing the Agreements authorized pursuant to this Bylaw.

5. **RECTIFICATION OF AGREEMENTS AND DOCUMENTS**

- (1) The City Manager may, in order to facilitate the negotiation, completion and administration of Agreements, approve the imposition or acceptance of additional provisions or the amendment, modification or deletion of existing provisions which are not inconsistent with and do not materially alter the intent of an Agreement or a Document provided that such provisions do not subject the City to additional financial obligations exceeding the sum of Five Hundred Thousand (\$500,000.00) Dollars.

6. **ENVIRONMENTAL LIABILITY**

- (1) Nothing in this Bylaw, its administration, or an Agreement approved pursuant to this Bylaw shall be construed or deemed as:
  - (a) an acknowledgement or acceptance by the City of the ownership, charge, management or control of, or the responsibility for Contamination or Decommissioning;
  - (b) an environmental, planning, development or other municipal regulatory approval by the City of a proposed Site Investigation, Site Remediation or Decommissioning;
  - (c) a representation, warranty or other assurance by the City as to the feasibility or adequacy of a proposed Site Investigation, Site Remediation or Decommissioning;
  - (d) an assumption, waiver or release of any legal obligations, rights or remedies which the City may have against any person;

unless expressly provided for in this Bylaw or in an Agreement.

7. **FEES**

- (1) Every applicant or party to an Agreement or Document shall pay the applicable Fees.
- (2) The applicable Fees shall be non-refundable and shall be payable on or before the execution of the Agreement or Document.

8. **EXECUTION OF AGREEMENTS AND DOCUMENTS**

- (1) Notwithstanding the provisions of the Execution of Contracts Bylaw:
  - (a) The Director of Environmental and Safety Management, the Manager, Environmental Assessment & Liabilities and the Manager, Environmental & Sustainability Leadership may, as the authorized signing officer for or on behalf of the City execute any Agreement or Document under this Bylaw;

(b) The following Agreements and Documents under this Bylaw may be duly executed by the authorized signing officers for and on behalf of the City without affixing the City's corporate seal thereto:

(i) n/a

9. **GENERAL PROVISIONS**

(1) The scope and application of this Bylaw is limited to Agreements and Documents undertaken and administered by Environmental & Safety Management.

10. **COMING INTO FORCE AND REPEAL**


(1) This Bylaw comes into force on the date it is passed.

(2) The Site Investigation and Remediation Licensing Bylaw No. 33M2002 is repealed on the date this Bylaw is passed.

READ A FIRST TIME THIS 8<sup>TH</sup> DAY OF FEBRUARY, 2010.

READ A SECOND TIME, AS AMENDED, THIS 8<sup>TH</sup> DAY OF FEBRUARY, 2010.

READ A THIRD TIME, AS AMENDED, THIS 8<sup>TH</sup> DAY OF FEBRUARY, 2010.

  
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MAYOR  
SIGNED THIS 18<sup>TH</sup> DAY OF FEBRUARY, 2010.

  
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ACTING CITY CLERK  
SIGNED THIS 18<sup>TH</sup> DAY OF FEBRUARY, 2010.

**SCHEDULE "A"**

**ENVIRONMENTAL AGREEMENT FEES**

<b>Bylaw Section Number</b>	<b>Application Fee</b>	<b>Amendment Fee</b>
3(1)(d)	\$150.00 per year (payable in advance)	\$100.00