EDMONTON
TRIBUNALS
Subdivision & Development Appeal Board

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Date: November 10, 2016
Project Number: 147008019-018
File Number: SDAB-D-16-266

Notice of Decision

[1] On October 26, 2016, the Subdivision and Development Appeal Board heard an appeal that was filed on September 29, 2016. The appeal concerned the decision of the Development Authority, issued on September 20, 2016, to approve the following development:

> Construct exterior alterations (extend Accessory parking onto abutting Site) to an existing Hotel development; Hyatt Place Hotel (Amendment to DP #147008019-014 to add a Development Permit condition)

[2] The subject property is on Plan 0827777 Blk 1 Lot 26, located at 18004 - 100 Avenue NW, and an abutting portion of Plan 4077KS Blk 1 Lot 9 within the CHY Highway Corridor Zone. The Major Commercial Corridors Overlay and the Place LaRue West Neighbourhood Area Structure Plan apply to the subject property.

[3] The following documents were received prior to the hearing and form part of the record:

- Copy of the approved Development Permit decision with the amended condition;
- Development Officer's written submissions, dated October 20, 2016;
- Appellant's appeal package, including supporting documentation; and
- Appellant's presentation, received October 26, 2016.

[4] The following exhibits were presented during the hearing and form part of the record:

- Exhibit A – Copy of Development Permit 147008019-001;
- Exhibit B – Copy of amended Development Permit 147008019-014; and
- Exhibit C – Copy of Development Permit 147008019-018.

Preliminary Matters

[5] At the outset of the appeal hearing, the Presiding Officer confirmed with the parties in attendance that there was no opposition to the composition of the panel.

[6] The Presiding Officer outlined how the hearing would be conducted, including the order of appearance of parties, and no opposition was noted.

[7] The appeal was filed on time, in accordance with Section 686 of the *Municipal Government Act*, RSA 2000, c M-26.

Summary of Hearing

i) Position of the Appellant, Urban Revision Consulting Inc.

[8] The Appellant was represented by Mr. D. Hussey.

[9] Mr. Hussey's client, Lighthouse Hospitality Management, is building a hotel under the Hyatt hotel chain at 18004 – 100 Avenue. The development was approved with a portico on the west side of the building. Emergency access under the portico was also approved by the City. However, the hotel chain's policy prohibits emergency access under the portico where the entrance may be blocked by other vehicles. As a result, his client has had to expand the parking lot to the west of the hotel to provide unencumbered emergency access.

[10] To expand the west parking lot, Lighthouse Hospitality Management agreed to exchange land located on the north side of the hotel (located on Lot 26) for an identical sized strip of land on the eastern most portion of Lot 9, which abuts Lot 26 directly to the west. Immediately to the west of Lot 9 is 182 Street.

[11] A tentative plan for subdivision to facilitate this land exchange was submitted in May 2016. To reduce development timelines, the application for the Development Permit was filed at the same time. In preparation for this appeal, the Appellant contacted the City's Subdivision Authority, and learnt that the subdivision application had not progressed further due to a staffing change. For this reason, the Development Permit application was approved prior to the subdivision application.

[12] Boundary Assessments arise where developers benefiting from oversized services contribute their fair share of the infrastructure costs previously paid in advance by earlier developers. This system generally works well for both the development industry and the City to ensure that the initial developer is able to recuperate the front end costs.

[13] In this case, the initial developer of Lot 23 abutting the west side of 182 Street entered into a Servicing Agreement with the City of Edmonton in 2002 for the construction of the 182 Street roadway. Article 2.1 of Schedule "F" of this agreement provides:

> The City acknowledges that the Owners are required to install certain municipal improvements on 182 Street, including paved roads, street lighting, lateral storm and sanitary sewers, water distribution mains, curbs, gutters and sidewalks (the "Requirement") which will also benefit the land

> shown cross-hatched, on Schedule "G". The City shall at such time as all or any part of the land shown cross-hatched is developed or subdivided, as the case may be, enter into agreements with the applicants for development permits or subdivision approval, ("the Developers"), requiring the Developers to pay an amount in respect of those municipal improvements. If and at such time as the City receives from the developers the aforesaid payments and upon the Owner's fulfilment of the Requirement described above, the City agrees to pay to the Owners the sum of $ 62,788.00 inclusive of Sales Taxes, or such portion thereof as the City actually collects. Nothing in this Article shall oblige the City to pay to the Owners any amount which the City is prevented by law from recovering from the developers.

[14] The cross-hatched land as referenced in Schedule "G" of the Servicing Agreement is Lot 9, which is located directly east of 182 Street. The portion of Lot 9 that will be subdivided and consolidated with the hotel Site forms a portion of this cross-hatched land. For that reason, the Boundary Assessment of $62,788.00 as contemplated under Article 2.1 of Schedule "F" of the Servicing Agreement was triggered.

[15] On August 17, 2016, the Development Authority issued an approved permit for the proposed development, Permit Number 147008019-014 ("Permit 014"). The appeal period for this permit expired on September 5, 2016. The Development Officer discovered that he had not included a condition in Permit 014. A few weeks after the Appellant received Permit 014, the Appellant received a second notice of the same Development Permit and noticed a condition had been added which stated:

> The applicant shall pay Boundary Assessments that are owing for the construction of 182 Street which was constructed under Servicing Agreement C-318. The total Boundary Assessments owing are $62, 788.00. (the "Impugned Condition")

[16] The Appellant subsequently indicated that it intended to appeal the Impugned Condition. As the original appeal period had expired, the Development Officer sought to create a new appeal period. However, due to computer program limitations, and following discussions with management, the Development Officer instead issued a new Development Permit with the Impugned Condition, Permit Number 147008019-018 ("Permit 018"). The issuance of Permit 018 allowed for the creation of a new appeal period, during which time the Applicant filed the appeal now before this Board. The Appellant never applied for Permit 018; that decision was the City's choice.

[17] Mr. Hussey expressed his believe that section 685 of the *Municipal Government Act* is the source of authority to impose Boundary Assessments in Development Permits. However, he submitted that in this instance the Development Officer misinterpreted section 15 of the *Edmonton Zoning Bylaw*. Section 15 provides in part:

15. Conditions Attached to Development Permit

1. The Development Officer may only impose conditions on the approval of a Permitted Development if the power to do so is clearly specified elsewhere in this Bylaw. Nothing in this Section prevents a Development Officer from identifying on the Development Permit certain Sections of this Bylaw that the applicant would have to comply with in any event.

…

5. The Development Officer may, as a condition of issuing a Development Permit require that an applicant enter into an agreement, which shall be attached to and form part of such Development Permit, to do all or any of the following:

a. to construct, or pay for the construction of, a public roadway required to give access to the development;

…

d. to install, or pay for the installation of, utilities that are necessary to serve the development;

[18] Mr. Hussey explained that the portion of land to be removed from Lot 9 and consolidated with the hotel Site on Lot 26 will not have access to 182 Street. Per subsections 15(5)(a) and (d), since 182 Street is not "required to give access to the development", nor "necessary to serve the development", his client should not be subject to the Boundary Assessment at this stage of the hotel's development. The Development Officer exceeded his authority under section 15, as he is prohibited from assigning costs to a development that does not benefit from the roadway improvements to 182 Street.

[19] Upon questioning by the Board, Mr. Hussey clarified that access to the parking lot will be exclusively via 180 Street. His client owns both Lots 9 and 26, though different names are on title for the two lots. For the entirety of the development process, his client was aware of the Boundary Assessment fee, and does not dispute that the fee must be paid. However, his client's position is that the fee should be paid only when the balance of Lot 9 which actually accesses and benefits from 182 Street is developed. At this stage, the development on Lot 26, as well as the portion of Lot 9 that will be consolidated with Lot 26, will have no access to 182 Street, and will not benefit from it.

[20] The Board recessed briefly to provide an opportunity for the Development Officer to obtain copies of the relevant Development Permits. He provided the following exhibits:

a) Exhibit "A" - Permit Number 147008019-001 ("Permit 001"), the original permit that approved the construction of the subject Hotel on Lot 26;
b) Exhibit "B" - Permit 014, the permit for the expansion of the subject parking lot originally issued without the Impugned Condition; and

c) Exhibit "C" - Permit 018, the permit which contains the Impugned Condition and which is the subject of this appeal.

[21] Upon review of the exhibits, the Board noted that Exhibit "B" shows the Impugned Condition on page 2 of 4 of Permit 014. The Development Officer clarified that the original Permit 014 approved and issued on August 17, 2016 did not have this condition. When he attempted to correct the omission of the Impugned Condition by adding it directly to Permit 014, the computer system would not subsequently allow him to change the notification period, so he ultimately effected the change by issuing Permit 018. The condition should have been removed from Permit 014 when he opted to issue the new Permit 018 to address the situation.

[22] The Board also noted that the numbering of the conditions in Permit 014 differed from the numbering in Permit 018. The Development Officer clarified that Permit 018 removed the condition which required the payment of a $102.00 Notification Fee, as the Appellant had not applied for the new Permit 018, and had already paid the fee when he applied for Permit 014.

ii) Position of the Development Authority

[23] The Development Authority was represented by Mr. P. Kowal, who was accompanied by Mr. J. Wood, Lead Development Engineer from the City of Edmonton.

[24] Mr. Kowal restated that Permit 014 as it was originally issued on August 17, 2016 did not include the Impugned Condition. He subsequently added the condition and emailed the amended Permit 014 to the Applicant. When Mr. Hussey learnt of the added condition, he indicated to Mr. Kowal that he would appeal the condition.

[25] However, by that time, the time limit to appeal the original Permit 014 was nearing expiry, and Mr. Kowal attempted to create a new appeal period using the City's internal information system. However, the computer system did not allow him to create a new appeal period, so after consulting with management, he issued the new Permit 018 of his own accord. Permit 018 then generated a new appeal period on the City's computer system.

[26] Upon questioning by the Board, he confirmed that the Impugned Condition should have been removed from Permit 014, but he forgot to complete the task. As a result, although Permit 014 as it was originally issued did not contain the Impugned Condition, the copy that was provided as Exhibit "B" includes the condition.

[27] Mr. Kowal confirmed that Permit 014 required a variance in the setback abutting 100 Avenue that is totally unrelated to the Impugned Condition. Accordingly, it proceeded as a Class B Development and the notification period set the time within which affected parties could appeal.

[28] Upon questioning by the Board, Mr. Kowal submitted that his authority for correcting or amending an approved permit is derived from section 13.1(4) of the *Edmonton Zoning Bylaw*, which states:

> The approval of any application, drawing, or the issuing of a Development Permit shall not prevent the Development Officer from thereafter requiring the correction of errors, nor from prohibiting the development being carried out when the same is in violation of this Bylaw.

[29] Subsection 13.1(4) falls under the heading "Development Application Submission", and the Board questioned whether the Development Authority's power to require corrections of errors is restricted to errors in an application submission, or whether that authority extends to approved permits.

[30] The Board noted that when read together with subsections 13.1(5) and (6), the authority to require corrections under subsection 13.1(4) appears to contemplate only those corrections required for an application submission, and not for a correction that amounts to a substantive change to an approved permit which has been issued and for which the appeal period has expired. The Board further questioned whether, if subsection 13.1(4) does indeed authorize the correction of approved permits, such authority extends into perpetuity for the life of that permit.

[31] In response, Mr. Kowal stated that based on his initial reading of subsection 13.1(4), his view was that the subsection did not allow for retroactive amendments to approved permits. Going forward the City will assess the proper course of conduct on a case by case basis depending on the type and magnitude of the error. However, due to the circumstances – knowing that the Applicant intended to file an appeal, that the appeal period was soon to expire, that the computer system would not allow a new appeal period to be set – and following discussions with management, it was determined that he should issue Permit 018 under subsection 13.1(4). Doing so would ensure that the Applicant would be able to file an appeal within the new appeal period and that the matter would be heard before this Board, at which time, the Board could determine the scope of subsection 13.1(4).

[32] Mr. Wood then reiterated Mr. Hussey's explanation of Boundary Assessments. He explained that the developer on the west side of 182 Street paid the initial costs of construction for 182 Street to provide sufficient access to Lot 23 and Lot 9. Through a Servicing Agreement, the City committed to recovering 50% of the costs of construction once the east side of 182 Street underwent development per Article 2.1 of Schedule "F" of the Servicing Agreement (see paragraph 13, above). He emphasized the following portion of the agreement:

> The City acknowledges that the Owners are required to install certain municipal improvements on 182 Street… which will also benefit the land shown cross-hatched, on Schedule "G". The City shall at such time as all or any part of the land shown cross-hatched is developed or subdivided…

> enter into agreements with the applicants… requiring the Developers to pay an amount in respect of those municipal improvements.

[33] The land cross-hatched in Schedule "G" is made up of Lot 9. Mr. Wood explained that the City only has authority to impose the Boundary Assessment condition at the time of development or subdivision. Further, the City's contractual obligation to make its best efforts to collect is triggered under the unique wording of this contract when all or any part of Lot 9 is developed or subdivided.

[34] Upon questioning by the Board, Mr. Wood acknowledged that the eastern section of Lot 9 that is being subdivided does not appear to benefit from 182 Street. However, he emphasized that it still forms a portion of Lot 9 as cross-hatched in Schedule "G" of the Servicing Agreement. He noted more recent agreements of this type are worded differently.

[35] Upon further questioning by the Board, Mr. Wood acknowledged that the *Municipal Government Act* does not actually provide the City with the authority to impose Boundary Assessments. Section 651 of the Act does set out the authority to enter into agreements with respect to oversize improvements. Boundary Assessments are loosely based on section 651, but do not fit squarely within this provision. Notwithstanding, Mr. Wood emphasized that Boundary Assessments have become an established practice in the development industry, though nowadays, such agreements typically have a sunset clause of 10 years.

[36] While they acknowledge there is no statutory authority for the imposition of this condition, they have been successfully using this system for Boundary Assessments for over 20 years.

iii) Rebuttal of the Appellant

[37] Mr. Hussey reiterated that his client recognizes that when the balance of Lot 9 abutting 182 Street is developed, the Boundary Assessment fee will need to be paid. His client is not attempting to escape that obligation. However, it was his client's view that at this stage of the development, the portion of Lot 9 that will be subdivided and consolidated with Lot 26 does not obtain a benefit from the road, and therefore, the assessment fee should not be required to be paid at this time.

[38] Mr. Hussey is a consultant for other municipalities that have not established a similar Boundary Assessment system. Without this system, developments in those municipalities face various challenges. The City of Edmonton's established Boundary Assessment system has served the industry well.

[39] There may not be legislative authority for these types of conditions and they are not used by all municipalities. However, they have great moral authority.

Decision

[40] The appeal is ALLOWED and the decision of the Development Authority with respect to Permit Number 147008019-018 is REVOKED.

Reasons for Decision

[41] The proposed development is an Accessory Use to a Hotel, which is a Permitted Use in the CHY Highway Corridor Zone. The proposed development requires a Setback variance, therefore the Development Permit was issued as a Class B Discretionary Development per section 12.4 of the *Edmonton Zoning Bylaw*. However, the variance is unrelated to the subject of this appeal. Rather, the Appellant objects to one condition included in Development Permit Number 147008019-018 ("Permit 018") issued for the proposed development, which provides:

> The applicant shall pay Boundary Assessments that are owing for the construction of 182 Street which was constructed under Servicing Agreement C-318. The total Boundary Assessments owing are $62, 788.00.

[42] The relevant factual background is somewhat complicated.

[43] In 2013, the Appellant applied for a Development Permit for a Hotel Use. Consequently, on February 12, 2014, the Development Authority approved Development Permit number 147008019-001 "To construct a Hotel (159 Sleeping Units) having an Accessory Restaurant, Bar and Neighbourhood Pub, Professional, Financial and Office Support Service & Indoor Participant Recreation Services; Hyatt Place." ("Permit 001", Exhibit "A") Permit 001 applied solely to Plan 0827777 Blk 1 Lot 26 ("Lot 26"). Permit 001 was never appealed.

[44] Due to the Hyatt hotel chain's emergency access policies and the configuration of Lot 26, the Appellant required additional space for Accessory parking and arranged to swap a section of the northern portion of Lot 26 for an eastern section of the abutting lot, Plan 4077KS Blk 1 Lot 9 ("Lot 9").

[45] Accordingly, the Appellant submitted a second application for a Development Permit for Accessory parking on the abutting Site and initiated a separate subdivision application to subdivide and consolidate the parcels to reflect the land swap.

[46] On August 17, 2016, the Development Authority approved the Appellant's application and issued Development Permit number 147008019-014 ("Permit 014"). The scope of Permit 014 was "to construct exterior alteration (extend Accessory parking onto abutting Site) to an existing Hotel development (Hyatt Place Hotel)." Both Lot 26 and Lot 9 are listed in the legal description of the property.

[47] Permit 014 included a variance approving a reduced Setback abutting 100 Avenue. As a result of this variance, notifications were mailed to property owners within the 60 metre notification area. The notification period set out in Permit 014 began August 23, 2016 and ended September 5, 2016. Permit 014 has never been appealed.

[48] A copy of Permit 014 was submitted to this Board as Exhibit “B”. The copy was printed October 26, 2016. It includes Condition 4, requiring the Applicant to pay the Boundary Assessment fee (the “Impugned Condition”). Based on the submissions of both parties, Permit 014 as originally issued on August 17, 2016 did not include the Impugned Condition.

[49] Shortly before the expiry of the notification period, the Development Authority realized that due to an internal error, the Impugned Condition had not been included in Permit 014. The Development Authority attempted to correct this error by amending Permit 014. A copy of the amended Permit 014 was emailed to the Appellant.

[50] Upon realizing that the Appellant intended to appeal the newly added Impugned Condition, and observing that the appeal period for Permit 014 had expired or was about to expire, the Development Authority was concerned that the Applicant would be statute barred from appealing to this Board pursuant to section 686(1)(a)(i) of the *Municipal Government Act.*

[51] The Development Authority ultimately determined that the only method available to correct the error, while protecting the Appellant’s right to appeal, would be to issue an entirely new permit, which would trigger new notification and appeal periods.

[52] The Development Authority therefore opted to correct the error by issuing Development Permit 147008019-018 (“Permit 018”) on September 20, 2016 of its own initiative. Permit 018 included the Impugned Condition as Condition 4.

[53] The matter before this Board is therefore an appeal of the Impugned Condition imposed in Permit 018.

[54] Based on the information presented to this Board, there was no application by the landowner or a designate requesting the issuance of Permit 018. Yet, Permit 018 states that it “is *a record of a Development Permit application* [emphasis added], and a record of the decision for the undertaking described” in the permit.

[55] The Development Authority’s power to make a decision and consequently issue Development Permits under section 11 of the *Edmonton Zoning Bylaw* is predicated on the receipt of a request through an application for development. The Board finds no authority in either the *Municipal Government Act* or the *Edmonton Zoning Bylaw* enabling the Development Authority to unilaterally issue a Development Permit, particularly a Development Permit to supercede a previously issued Development Permit, absent an application by the landowner or by someone authorized by the landowner.

[56] Therefore, the Board concludes that Permit 018 was not validly issued and revokes it.

[57] In the alternative, if the Board is incorrect and the Development Authority has the power to unilaterally issue Permit 018 (in the absence of an application for a Development Permit and given the existence of a subsisting Development Permit for which the appeal period has expired), the Board finds that the Impugned Condition is *ultra vires* the Development Authority for the reasons which follow.

[58] Servicing Agreement C-318 is signed and dated July 26, 2002. The parties to this agreement were the City and the property owner of Plan 4077KS Blk 1 Lot 23 ("Lot 23"). The Appellant is not a signatory to this agreement. Article 2.1 of Schedule "F" of this agreement deals with the construction of the 182 Street roadway, which abuts the eastern portion of Lot 23, and the western portion of Lot 9:

> The City acknowledges that the Owners are required to install certain municipal improvements on 182 Street, including paved roads, street lighting, lateral storm and sanitary sewers, water distribution mains, curbs, gutters and sidewalks (the "Requirement") which will also benefit the land shown cross-hatched, on Schedule "G". **The City shall at such time as all or any part of the land shown cross-hatched is developed or subdivided, as the case may be, enter into agreements with the applicants for development permits or subdivision approval, ("the Developers"), requiring the Developers to pay an amount in respect of those municipal improvements.** If and at such time as the City receives from the developers the aforesaid payments and upon the Owner's fulfilment of the Requirement described above, the City agrees to pay to the Owners the sum of $ 62,788.00 inclusive of Sales Taxes, or such portion thereof as the City actually collects. Nothing in this Article shall oblige the City to pay to the Owners any amount which the City is prevented by law from recovering from the developers. [Emphasis added]

[59] Servicing Agreement C-318 is somewhat unique with respect to Boundary Assessments. In particular, there is no time limit on collection and the City's contractual obligation to collect the entire sum is triggered when all or any part of Lot 9 is developed or subdivided regardless of benefit. The Board received evidence that these types of contracts have subsequently been revised to bring them more in line with the underlying concept that only those properties that benefit should pay proportionately and to provide for a sunset clause. In other words, the contract which motivated the City to impose this particular Boundary Assessment condition is a "one-off"

[60] The Development Authority submits that the Impugned Condition ought to have been included in Permit 014 in order to enable the City to fulfill its contractual obligation under Article 2.1 of Schedule "F".

[61] The Board notes that the rights and obligations of a contract between the signatories to Servicing Agreement No. C-318 are private matters between those parties and beyond the

purview of the Board in this appeal, which is about the validity of a condition imposed on the Appellant in Development Permit 018.

[62] The authority to impose the Impugned Condition on the Appellant does not emanate from an agreement between the City and another developer; it must be found in the *Municipal Government Act* and the *Edmonton Zoning Bylaw*. As the Development Authority aptly pointed out during the hearing, the legal power to impose these types of conditions arises only on the issuance of Development Permits and plans of subdivision. Further, the subject condition does not fit within section 651 of the *Municipal Government Act*.

[63] Initially, the Development Authority submitted that the authority to impose an Assessment Boundary condition on this type of development comes from section 15(5)(a) of the *Edmonton Zoning Bylaw* which provides in part:

> 5. The Development Officer may, as a condition of issuing a Development Permit require that an applicant enter into an agreement, which shall be attached to and form part of such Development Permit, to do all or any of the following:
>
> a. to construct, or pay for the construction of, a public roadway required *to give access* to the development; [emphasis added]

[64] The parties agreed that the subject Site includes the eastern portion of Lot 9 which will be consolidated with Lot 26, and will be serviced entirely through Lot 26 and accessed via 180 Street. The parties agreed that this portion of Lot 9 will receive no benefit from 182 Street and cannot be accessed from 182 Street.

[65] The Board concludes that section 15.5 of the *Edmonton Zoning Bylaw* does not apply given these circumstances.

[66] Further, during the hearing, the Development Authority conceded that there is no authority under the *Municipal Government Act* or the *Edmonton Zoning Bylaw* to impose the Impugned Condition, particularly given the unique and overly broad wording of Servicing Agreement C-318 and the absence of any benefit to the subject Site.

[67] Therefore, the Board concludes that the Impugned Condition is *ultra vires* the Development Authority, regardless of whether it is imposed at first instance, as a correction to Permit 014, as a correction via issuance of Permit 018, or otherwise.

[68] The Board notes that the Development Authority made several submissions about the scope of its authority to make corrections under section 13.1(4) of the *Edmonton Zoning Bylaw*. In particular, the Development Authority submitted it could be empowered to add a condition imposing a $62,788.00 Boundary Assessment after the issuance of the Development Permit, at or after the expiry of the Applicant’s appeal period.

[69] Given the Board's conclusion that the Development Authority had no power to impose the Impugned Condition in any event, the Board need not make any findings about the scope of the authority to correct errors pursuant to section 13.1(4).

[70] However, no matter how broadly section 13.1(4) is interpreted, it is not reasonable to conclude that the section bestows the power "to correct" a Development Permit by adding a Boundary Assessment condition that the Development Authority lacks the statutory authority to impose in any circumstance.

[71] Finally, based on the reasons above, the Board concludes that Permit 014, as issued on August 17, 2016 without the Impugned Condition, remains valid and in force.

Ms. K. Cherniawsky, Presiding Officer
Subdivision and Development Appeal Board

Board Members in Attendance:
V. Laberge, M. Jummun, D. Kronewitt Martin, J. Wall

Important Information for the Applicant/Appellant

1. This decision may be appealed to the Alberta Court of Appeal on a question of law or jurisdiction under Section 688 of the *Municipal Government Act*, RSA 2000, c M-26. If the Subdivision and Development Appeal Board is served with notice of an application for leave to appeal its decision, such notice shall operate to suspend the Development Permit.

2. When a decision on a Development Permit application has been rendered by the Subdivision and Development Appeal Board, the enforcement of that decision is carried out by the Sustainable Development Department, located on the 5th Floor, 10250 – 101 Street, Edmonton.

NOTE: The City of Edmonton does not conduct independent environmental checks of land within the City. If you are concerned about the stability of this property for any purpose, you should conduct your own tests and reviews. The City of Edmonton, when issuing a development permit, makes no representations and offers no warranties as to the suitability of the property for any purpose or as to the presence or absence of any environmental contaminants on the property.

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SDAB-D-16-267

Project No. 224601991-001

An appeal to change the Use from Warehouse Sales to Restaurants (170 seats) and to construct interior alterations located at 11807 – 105 Avenue was **TABLED** to November 23 or 24, 2016