



Kiniski Gardens North – Surplus School Site Property Listing



KINISKI GARDENS NORTH



4320 – 41 Avenue NW

Neighbourhood:	Kiniski Gardens
Legal Description:	Plan 1224459; Block A
Sector:	Southeast
Total Land Area:	1.20 hectare or 2.98 acres (more or less)
City Holding No.:	1007735
Existing Land Use Zone:	RM h16 – Medium Scale Residential Zone
Tax Roll Number:	10508580
Estimated Taxes 2024:	To be determined by Assessment and Taxation
Annual Local Imp. Charges:	Not Available
Last Update:	November 14, 2024

The Kiniski Gardens development site in Mill Woods is just a short walk away from the trails of the Millcreek Ravine, while still being well served by connections to transit and major corridors like Whitemud freeway. Future residents will also be a short walk from an elementary school, the **Burnwood Community League** hall, a playground and community rink, and sports fields.

Successful applicants will be required to obtain the development and building permits by September 2026, with construction to follow. All submissions must clearly outline their development timelines and meet the September 2026 development and building permit deadline.

APPLICANTS CAN SEND THEIR SUBMISSION IN PDF FORMAT TO propertysales@edmonton.ca with the SUBJECT LINE “Surplus School Sites – Submission”.

THIS SITE ALONG WITH 10 OTHERS HAVE BEEN MADE AVAILABLE BY THE CITY OF EDMONTON FOR AFFORDABLE HOUSING / MIXED-INCOME HOUSING DEVELOPMENTS ONLY.

PROPERTY INFORMATION

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Applicant Eligibility

The Surplus School Site Program is open to non-profit organizations, for-profit entities and partnerships between non-profits and for-profit entities that demonstrate they meet the mandatory minimum requirements.

- Competence to complete and operate the proposed development.
- Financial soundness, including:
 - Financial management to complete the development and provide housing operations;
 - Capacity to handle development risks (i.e. cost overruns, delays);
 - Demonstrate that the organization is financially stable enough to meet its obligations and continue its business for the sustainable future.

Additional consideration will be given to proposals led by or that include the participation of Indigenous organizations (or their affiliates) that have current Memorandums of Understanding or Letters of Intent to work collaboratively on Housing initiatives with the City of Edmonton.

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Application Submission Requirements for Affordable Housing / Mixed-Income Developments

Each application package should contain the following supporting information in order to be deemed complete. Incomplete application may not be considered.

- Applicant Information
- Proposed Development Information
- Site Plan
- Communication and Engagement Approach

In order to assist applicants, the [Surplus School Site Program Guide](#) has been created to provide pertinent details related to the City's capital contributions towards development of these lands.

All applicants are directed to review [Appendix 2](#) of the Program Guide as it details the submission requirements for this and any other surplus school site. [Appendix 1](#) has been created to aid applicants as a checklist in the preparation of their submissions.

All submissions are to be sent to propertysales@edmonton.ca in a PDF format with the Email Subject Line "**Surplus School Sites – Submission**".

All applicants are encouraged to meet with a City housing representative if they have any questions regarding submission requirements or site development considerations.

Affordable Housing and Homelessness
 Email: affordablehousing@edmonton.ca
 Phone: 311

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Agreement Terms and Conditions

Any agreement(s) are subject to approval of the Branch Manager of Real Estate, Financial and Corporate Services, Executive Committee of City Council and/or City Council.

1. The Agreement(s) will be conditional on, among other things, the application and approval of a development and building permit in alignment with the development timeline.
 2. Successful applications will be expected to meet the Energy Efficiency requirements outlined in the [Surplus School Site Program Guide](#), and abide by [City Policy C672 – Climate Resilience](#), if applicable.
 3. If the successful applicant proposed to purchase the site, they will be required to enter into a Sale and Development Agreement and a Buy Back Option Agreement for the Development. If the successful applicant proposes to lease the site, they will be required to enter into a Lease Agreement.
 4. Mixed-income housing is defined as affordable housing that meets the City's [Maximum Allowable Rental Rates \(MARR\)](#) requirements and includes market housing on the same site or portfolio of sites. The successful applicant will be required to enter into an Affordable Housing and Grant Funding Agreement, which may be registered on title to ensure the affordable housing / mixed-income component of the development is maintained throughout the agreed term. The development must remain affordable for a minimum of 25 years, to a maximum of 40 years on a land sale or up to a 99 years under a land lease.
- Despite the above terms and conditions, proposed developments with a longer affordability term are preferred. Applicants can state their preference for a land lease versus a land sale in their proposal.
5. The information contained herein is believed to be true, but does not constitute a contract. Applicants should verify all information to their own satisfaction. Price, terms and conditions are subject to change within notice. GST is not included in price.
 6. The successful applicant must notify the community league and/or Homeowners' Association of its proposed development plans and provide members of the community an opportunity to comment on the proposed development.
 7. The site is being sold/leased on a strictly as is, where is basis. Any representations or information regarding the size, configuration, dimensions, zoning, utility services, environmental quality/liability, soil conditions or developability with respect to the site are taken and relied upon at the applicant's sole risk; the applicant has an obligation to ascertain the accuracy of all such information.
 8. The City is soliciting proposals on each site or on a portfolio of sites. The sales listings will be open until at least **January 31, 2025**. All submissions should be emailed to:
propertysales@edmonton.ca
Email Subject Line: Surplus School Sites – Submission

APPLICANTS SHOULD SEND THEIR SUBMISSION IN PDF FORMAT. ALL SUBMISSIONS SHOULD MEET THE REQUIREMENTS OUTLINED IN [APPENDIX #1](#) & [APPENDIX #2](#) OF THE [SURPLUS SCHOOL SITE PROGRAM GUIDE](#).

Cost of Submission of Proposals

The preparation and submission of, and all discussions or other proceedings relating to, a submission will be conducted at the sole cost of the Applicant. The City will not be responsible for any costs incurred by an Applicant in the preparation or submission, including any costs incurred by the Applicant to attend meetings or make presentations relating to its submission, or in any participation of the Applicant in negotiations or finalization of the Sale Agreement, Lease and/or Affordable Housing Agreement, as applicable.

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Reservation of Rights

The City reserves the right, in its sole discretion, to:

- Require prospective and actual Applicants to provide further clarification on information submitted, or to provide additional information or materials to assist in a review of its submission;
- Accept, reject, or further negotiate with any or all prospective and actual Applicants;
- Amend, modify, cancel, or suspend the Surplus School Site program, at any time, for any reason;
- Recommence the grant process for the Surplus School Site Grant program for new responses or enter into negotiations for sale, lease and/or grant funding;
- Extend from time to time any date, time period, or deadline provided for in the selection process in the Surplus School Site grant program, upon written notice to all affected Applicants;
- Not enter into a sale agreement, lease and/or grant funding affordable housing agreement with any Applicant in the Surplus School Site grant program.

Disclaimers

Please note, at minimum and without limitation, the City reserves the right to not award a project or withhold payment of grant funding where:

- The Applicant has made any material misrepresentation or provides any materially false or materially misleading information to the City;
- The Applicant or any associate or affiliate entity of the Applicant is in arrears on any payment or reporting obligation to the City under the terms of any other agreement made with the City;
- The Applicant has outstanding amounts owing to the City due to property taxes that are past due or in arrears;
- The Applicant is in litigation with the City over any matter;
- The Applicant is or becomes bankrupt, insolvent, commits an act of bankruptcy, makes a general assignment for the benefit of creditors, has a receiver or trustee appointed, or ceases to function as an active legal entity under the laws of Alberta;
- The Applicant is or becomes the subject of a Canada Revenue Agency judgment or tax lien; or
- There is a judgment, tax lien, builders' lien, or certificate of lis pendens registered against the title to the land on which the proposed development will be situated.

No Liability

By participating in any aspect of the Surplus School Site Program, all prospective and actual Applicants 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 herein. Without limiting the generality of the foregoing, all prospective and actual Applicants 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 reimburse or compensate the prospective or actual Applicant in any manner whatsoever, including, without limitation, for the costs of preparation of any submission, loss of anticipated profits, loss of opportunity, or any other matter. Any pre-application meetings and any submission process is only intended to solicit interest and information and does not create any legally binding arrangement with the City. The pre-application meeting and submission process will not give rise to any "Contract A" based tendering law duties or any other legal or equitable obligations arising out of any process contract or collateral contract. Neither a prospective or actual Applicant, nor the City, has or will have the right to make a claim of any kind, whatsoever, against the other or others, with respect to the award of a contract, the failure to award a contract, or the failure to honour a response to the submission process.