

NO: R130

COUNCIL DATE: June 11, 2018

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## REGULAR COUNCIL

TO: **Mayor & Council**

DATE: **June 7, 2018**

FROM: **General Manager, Engineering**

FILE: **8740-01**

SUBJECT: **Supportive Policies Agreement and City Contribution Agreement  
for the Surrey-Newton-Guildford Light Rail Transit Project**

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## RECOMMENDATION

The Engineering Department recommends that Council:

1. Approve the City of Surrey (the City) to enter into a Supportive Policies Agreement (SPA) and authorize the Mayor to execute the SPA substantially in the form, attached as Appendix "II", Clause "12.2 Additional Responsibilities" being deleted and considered as part of the Master Municipal Agreement, with TransLink for the advancement of the Surrey-Newton-Guildford (SNG) Light Rail Transit (LRT) project towards procurement and construction; and
2. Approve the City of Surrey (the City) to enter into a Contribution Agreement and authorize the Mayor to execute the Contribution Agreement substantially in the form, attached as Appendix "VI", Clause "3.2 Additional Responsibilities" being deleted and considered as part of the Master Municipal Agreement, with TransLink for the advancement of the Surrey-Newton-Guildford (SNG) Light Rail Transit (LRT) project towards procurement and construction.

## INTENT

The purpose of this report is to present Council with the SPA and the Contribution Agreement prepared for the SNG LRT project. This report also outlines the structure and contents of the agreements, with discussion and implications provided to facilitate Council's review and ratification of the agreements.

## BACKGROUND

In June 2014, the Mayors' Council adopted the construction of 27 kilometres of LRT for the City of Surrey and surrounding "South of Fraser" communities. The objective of the Mayors' Vision states:

*To build and bring into service the first two lines – 104 Avenue and King George Boulevard – in the first 7 years of the Vision. Design and construction of the Fraser Highway line will commence within the first 8 years and go into service within the first 12 years.*

For the delivery of a major capital project such as Surrey LRT, the Mayors' Council Vision stipulated that a project partnership agreement involving TransLink and the host municipality be executed such that the agreement will:

- Ensure effective regional coordination through strong partnerships;
- Establish a level of funding that is stable, sufficient, appropriate and influences travel choices; and
- Provide the mechanism to monitor progress towards the desired outcomes.

In early 2017, TransLink initiated the agreement process with the City by establishing a framework that included the following guiding principles as part of the Terms of Engagement to ensure constructive dialogue and expeditious development of the agreements:

- Respect jurisdictional mandates;
- Commit resources;
- Acknowledge LRT vision, project benefits and involvement;
- Commit to establishing a dispute resolution protocol; and
- Establish an internal approval process.

Further, in collaboration with the City, TransLink has established a four-phased project partnership agreement process:

- Memorandum of Understanding (MOU);
- Supportive Policies Agreement;
- Contribution Agreement; and
- Master Municipal Agreement.

The timing of the execution of these agreements was envisioned to be concurrent with the different stages of the SNG project:

- MOU during conceptual design;
- SPA and Contribution Agreement prior to Provincial and Federal funding agreement; and
- Master Municipal Agreement prior to the start of the procurement process.

In September 2017, the City and TransLink signed the MOU that outlined the assignment of commitment, project vision, objectives and scope, and the respective parties' roles and responsibilities. The executed MOU is presented as Appendix "I" of this report.

To date, the reference concept design of the SNG Line has been substantially completed, and TransLink and Partnerships BC have jointly prepared and submitted the project Business Case to both the Provincial and Federal authorities for final funding agreements.

In March, 2018, the Mayors' Council reached an agreement with the Province on the sources that TransLink could use to fund the regional portion of the Phase Two Plan of the Region's 10-Year Vision. At the conclusion of the current public consultation and when Regional funding is approved, procurement for the SNG project would be able to begin with the issuance of the Request for Qualification, followed by Request for Proposal to the short-listed bidders, which will likely happen in early 2019.

The SNG project has reached the crucial stage where the City and TransLink need to ratify and execute the SPA and the Contribution Agreement so that funding agreements can be finalized, thereupon advancing the project to procurement and construction.

## DISCUSSION

### Supportive Policies Agreement

Following the completion of the MOU, the City and TransLink collaborated on the drafting and refinement of the SPA. The development of the SPA is important to the City as the project Business Case anticipates the success of sustainable growth along the rapid transit corridors. In a broader context, the SPA commits the City and TransLink to the principles of applying infrastructure investment to shape growth in the “South of Fraser” sub-region, enabling both parties to acknowledge the critical linkage between land use policies and transportation investment.

#### SPA Objectives and Guiding Policies

The following key objectives have been formulated for the development of the SPA:

- To provide certainty of intent from the City and TransLink by committing both parties to work towards achieving land use and transportation objectives;
- To acknowledge SNG LRT as a catalyst to meet multiple objectives in regional and local plans, including transportation demand management and increasing affordable housing supply; and
- To develop the language in the SPA that reflects primarily the intentional aspects that characterize Council’s authority over land use planning and policy decisions.

The SPA also acknowledges and documents both Regional and City policies such as the Official Community Plan (OCP) and other key City plans that are instrumental to the attainment of LRT ridership and performance ideals and requirements. Some of the noteworthy Regional policies and initiatives that provided a framework and guided the SPA development include:

- Metro Vancouver Regional Growth Strategy (2011);
- TransLink Transit-Oriented Communities Design Guidelines (2012);
- TransLink Regional Transportation Strategy (2013); and
- Provincial initiatives to improve public transit and increase affordable housing supply (2013 to 2017).

The City policies and initiatives referenced in the SPA include:

- OCP Update (2014);
- Surrey City Centre Plan (2017);
- Transportation network improvements, e.g., 100 Avenue widening in support of rapid transit on 104 Avenue (2016); and
- Master Plan for Housing the Homeless, MOU with BC Housing, and City-wide Affordable Housing Strategy (2015 to 2018).

#### SPA Structure and Topics

TransLink’s Transit-Oriented Communities Design Guidelines, arranged in the format of the “Six D’s”, were applied in the structuring of the topic areas of the SPA. The “Six D’s” are as follows:

- Destinations;
- Density;
- Diversity;
- Distance;
- Design; and
- Demand Management.

In addition, Monitoring Evaluation and Adjustment was included as another key SPA topic.

Destinations - Coordinate Land Use and Transportation: Topics include the identification of land use designations for the SNG corridor in the OCP with statements demonstrating the City's commitment to the planning for station area development.

Density - Concentrate and Intensify Activities in Transit Corridors: Topics include the preparation and adoption of land use plans along the SNG corridor meeting Regional policies including review of bus services and monitoring.

Diversity - Encourage a Mix of Uses Including Housing Types and Tenure: The emphasis placed in this topic area includes affordable housing targets and policies for the SNG corridor, and the development of incentives and measures to facilitate and improve affordable housing supply.

Distance - Create Well-Connected Streets and Bus Network: Topics are identified with a network and performance emphasis including measures and opportunities to maintain transit service reliability during construction, and collaboration on a local traffic improvement plan to maintain service priority for LRT on opening day and into the future.

Design - Create Places for People: Topics include the preparation of urban design guidelines for the Guildford Town Centre and 104 Avenue Corridor Plan, and for future land use plans in the SNG corridor, plus the development and implementation of streetscape plans for the SNG corridor.

Demand Management- Discourage Unnecessary Driving: Topics include the development of appropriate parking policies and exploring further parking reductions along the SNG corridor, and implementation of Transit Demand Management initiatives as part of TransLink's TravelSmart program.

Monitoring, Evaluation and Adjustment – Establish Multi-Stakeholder Review: Efforts will be focused on conducting an annual review with recommendations every three years, reported to City Council, Mayors' Council and the TransLink Board. The monitoring will include:

- Changes in housing units - both market and affordable;
- Transit ridership; and
- Safety and performance of pedestrians and cyclists in the SNG corridor.

The Ministry of Municipal Affairs and Housing approached TransLink and the City before the final draft of the SPA was completed to initiate discussion on the topics and the monitoring process. Following the Ministry's expressed interest, passages have been introduced into the SPA that facilitates Provincial collaboration in the preparation of land use plans and housing policies along the LRT corridors.

In an effort to support affordable housing, a Working Group will convene with representatives from the Federal and Provincial governments, Metro Vancouver, TransLink, Fraser Health Authority, SFU, and at the City's discretion, any other institutional partners to examine the feasibility of assembling government-owned lands in the SNG corridor for the development of affordable housing.

With the connected policy framework on land use, transportation and affordable housing established in the SPA and with multi-levels of government participation, there was a need to clearly define the role of the City within the SPA. As such, the following proviso has been inserted into the agreement: (The City will) *Collaborate with TransLink and the Province on the development of corridor plans to achieve integrated land use and transportation planning, noting that it is the City's responsibility and mandate under the Local Government Act to develop and approve its land use plans and its housing policies.*

A copy of the SPA is attached as Appendix “II” of this report.

### Contribution Agreement

During the Due Diligence review and in the earlier draft of the project Business Case, City contributions were identified in order to reduce project costs and risks. Contributions from the local government level were also anticipated in the Mayors’ Council Vision in order to capture all the advantages and leverage to ensure successful major project deliveries.

In the September 2017 draft of the Business Case, the following City actions were outlined:

- Strategic acquisition of property along the corridor;
- Provision of statutory rights of way and covenants already under City control;
- Use of street right of way during construction;
- Direct costs, e.g., staffing; and
- Other costs borne by the City.

With the substantial completion of the Reference Concept Design, City staff were able to review the opportunities and negotiate with TransLink on the contribution items and their valuation. One of the major contributions by the City includes the release of City-owned lands in the Newton Town Centre to allow for the re-alignment of 137 Street (see Appendix “III”). Another contribution entails the use of City-owned properties on 144 Street for the construction of a LRT power substation (see Appendix “IV”).

In addition, the City has committed to the acquisition of lands along Central Avenue to facilitate the construction of the street between City Parkway and King George Boulevard (see Appendix “V”). Another substantial contribution by the City was realized by the City’s discharge of a significant number of statutory rights-of-way along the SNG corridor, thereby providing the necessary authorizations to enable TransLink to acquire the dedications of roadway for the construction of the project. A copy of the Contribution Agreement is attached as Appendix “VI”.

The following summarizes the contribution items and their values agreed to by both parties:

1.	Property interests in Newton Town Centre and on Central Avenue	\$12,434,646.00
2.	Property interests on 104 Avenue and King George Boulevard to facilitate road widening for LRT construction	\$ 9,889,514.00
3.	Road construction on Central Avenue	\$ 1,000,000.00
4.	Direct City costs	\$ 1,200,000.00
	<b>TOTAL</b>	<b>\$24,524,160.00</b>

## SUSTAINABILITY CONSIDERATION

The development of the SNG LRT Project Partnership Agreement and the current effort on the SPA are consistent with the objectives of the City's Sustainability Charter 2.0. The planning and construction of LRT relates in particular to the Sustainability Charter 2.0 themes of Built Environment and Neighbourhoods, and Infrastructure. Specifically, the SNG LRT project supports the following Desired Outcomes (DO):

- Neighbourhoods and Urban Design DO<sub>2</sub>: Surrey is well-connected within the City and to the rest of the Region by fast and efficient public transit and active all-ages-and-abilities transportation infrastructures; and
- Transportation DO<sub>11</sub>: An integrated and multi-modal transportation network offers affordable, convenient, accessible and safe transportation choices within the community and to regional destinations.

## CONCLUSION

The SNG project has reached the crucial stage whereby the execution of the SPA and Contribution Agreement by the City and TransLink are needed to finalize funding agreements for the advancement of the project towards procurement and construction. Based on the foregoing discussion, it is recommended that Council:

1. Approve the City of Surrey (the City) to enter into a Supportive Policies Agreement (SPA) and authorize the Mayor to execute the SPA substantially in the form, attached as Appendix "II", Clause "12.2 Additional Responsibilities" being deleted and considered as part of the Master Municipal Agreement, with TransLink for the advancement of the Surrey-Newton-Guildford (SNG) Light Rail Transit (LRT) project towards procurement and construction; and
2. Approve the City of Surrey (the City) to enter into a Contribution Agreement and authorize the Mayor to execute the Contribution Agreement substantially in the form, attached as Appendix "VI", Clause "3.2 Additional Responsibilities" being deleted and considered as part of the Master Municipal Agreement, with TransLink for the advancement of the Surrey-Newton-Guildford (SNG) Light Rail Transit (LRT) project towards procurement and construction.

Fraser Smith, P.Eng., MBA  
General Manager, Engineering

FS/PL/jma/ggg

- Appendix "I": Signed copy of Memorandum of Understanding, Surrey Light Rail Transit, Phase - Surrey-Newton-Guildford Light Rail Transit Project, Between TransLink and Surrey, October 2017
- Appendix "II": Supportive Policies Agreement
- Appendix "III": City Contributions in Newton Town Centre
- Appendix "IV": City Contribution for TPSS Construction: 10353 - 144 Street
- Appendix "V": City Contribution: Central Avenue
- Appendix "VI": Contribution Agreement

**MEMORANDUM OF UNDERSTANDING**

concerning

**Surrey Light Rail Transit  
Phase 1 – Surrey-Newton-Guildford Light Rail Transit Project**

between

**South Coast British Columbia Transportation Authority  
("TransLink")**

and

**City of Surrey  
("Surrey")**

Made as of the 12<sup>th</sup> October day of ~~September~~, 2017

**Version 16 – September 3, 2017**

**WHEREAS:**

- TransLink, as the Regional Transportation Agency, has the mandate to plan, prioritize, secure funding and deliver transportation and transit projects and create an integrated transportation and transit system within the Greater Vancouver Regional District as per the *South Coast British Columbia Transportation Authority Act*;
- In the 2014 Mayors' Council *Regional Transportation Investments, a Vision for Metro Vancouver* (the "Mayors' Vision"), the Mayors' Council identified a 27-kilometre South of Fraser Light Rail Transit ("LRT") network as a priority to ensure that the transportation needs of the region are met;
- The Mayors' Vision includes the implementation of the first phase of the South of Fraser LRT network that comprises a 10.5 km LRT line extending from Guildford Town Centre to Newton Town Centre via Surrey Centre (the "Project");
- The Project will help reduce traffic congestion and increase transit network capacity to help meet the transportation goals for the region.
- Surrey, as the Host Municipality of the Project has the mandate to provide good governance within its municipal boundaries pertaining to the exercise of powers and duties provided to it as per the *Local Government Act*;
- The Mayors' Vision calls on the parties to enter into a Project Partnership Agreement ("PPA") whenever the region is making a major investment involving significant cost and risk and whose success depends on higher degrees of coordination, collaboration and mutually supportive actions by multiple partners, including the Project;
- Both TransLink and Surrey have significant roles and responsibilities with respect to the Project, the details of which will be included in a subsequent Supportive Policies Agreement ("SPA") and a subsequent Project Master Agreement to be entered into by TransLink and Surrey; and
- TransLink and Surrey are committed to implement the Project to help transform Surrey into connected, complete and livable communities, making the city and region more vibrant, accessible, competitive and sustainable.

**THEREFORE:**

**COMMITMENT:**

TransLink and Surrey affirm their full public commitment to proceed expeditiously and in good faith to take all actions to facilitate, expedite and support the successful procurement, design, construction, operation and maintenance of the Project.

TransLink commits to funding, procuring and delivering the Project as per an Investment Plan to be approved by the TransLink Board of Directors and the Mayors' Council.

Surrey commits to support TransLink in the procurement, delivery and implementation of the Project by, among other actions, minimizing and streamlining municipal approvals to ensure Project delivery timelines are achieved;



publically supporting the Project; and helping to manage expectations and mitigate impacts during and after Project construction.

Surrey further commits to take proactive steps to advance integrated land use and transportation planning along the Project corridors by promoting residential, business and institutional growth to maximize transit ridership in the short, medium and long terms. Surrey's commitment will be guided by its Official Community Plan, Sustainability Charter, and other relevant planning policies, reflecting generally accepted Transit-Oriented Communities Design Guidelines; Surrey also commits to advancing policies supportive of the goals and targets identified in the Regional Transportation Strategy.

TransLink and Surrey affirm their commitment to implement short and long-term measures to prioritize transit services during Project construction and operation.

TransLink and Surrey commit to the development of a three-phased PPA, consistent with TransLink's PPA Framework. The MOU serves as the Concept Phase PPA. TransLink and Surrey commit to developing the SPA, which will fulfill the requirements of the Design Phase PPA and which will identify specific actions and policies to coordinate and integrate transportation and land use planning in the Project corridors. The Project Master Agreement will serve as the Implementation Phase PPA.

#### **ASSIGNMENT OF COMMITMENT:**

Until otherwise determined, TransLink will act as the Project Delivery Agent, Project owner and operator, responsible for all aspects of the Project's procurement, implementation and operations. In the event that another party replaces TransLink in all or part of this capacity, both parties agree to work cooperatively to maintain the commitments in this MOU and to support any necessary and mutually agreed assignment to a different party.

#### **VISION AND PROJECT OBJECTIVES:**

Surrey Council endorsed the following LRT Vision Statement: "Street-oriented LRT will transform Surrey into connected, complete and livable communities, making the City and region more vibrant, accessible, competitive and sustainable". To guide the implementation of the Project, TransLink and Surrey agree that the Surrey Council Vision Statement (the "LRT Vision") shall be adopted as part of the overall objectives of the Project. The Project is intended to bring the LRT Vision to fruition. The Project objectives, as fully supported by both TransLink and Surrey, are to:

- Increase transit capacity south of the Fraser River;
- Provide fast, more frequent, more reliable and safe transit service;
- Support the land use, environmental, sustainability and transportation objectives of the region and the municipality, as outlined in the Regional Growth Strategy, the Regional Transportation Strategy, and Surrey's Official Community Plan;
- Foster greater connectivity between communities and neighbourhoods;
- Improve access to destinations where people live, work, and play;
- Reduce congestion; and,

- Foster economic development through job creation and bringing new opportunity for development.

To advance the above objectives TransLink and Surrey will jointly develop performance measures to quantify and measure progress in advancing Project Objectives.

#### **PROJECT SCOPE:**

The Project generally consists of 10,5 kilometres of two-way street-level track along City Parkway, 102A Avenue, 104 Avenue and King George Boulevard, eleven LRT stops, a new LRT operations and maintenance facility, and the reconstruction of 104 Avenue and King George Boulevard to accommodate bicycles and pedestrians, all to be consistent with the Project Objectives. The Project will be fully integrated with TransLink's existing transit network and system including provision of integrated fare structures and utilization of the Compass automated fare payment and collection system.

#### **TRANSLINK'S ROLES AND RESPONSIBILITIES:**

TransLink will own the Project except for any infrastructure and assets currently owned or controlled by Surrey.

TransLink will manage the procurement and construction of the Project. TransLink has responsibility for and control over scope, budget, and scheduling of the design and procurement stage of the Project.

TransLink will design, procure and construct the Project and include in the design the ability for the Project to be extendable along Fraser Highway to Langley (Phase 2 of the 27km Surrey LRT), with any such extension to be determined based on intergovernmental discussions.

TransLink will operate and maintain (directly or through contract) the LRT system built through the Project as an integrated part of the region's transit system.

TransLink will continue to provide transit operations within the Project corridors throughout Project construction.

TransLink agrees to work cooperatively with Surrey to advance integrated land use and transportation planning by pursuing the actions set out in the SPA.

#### **SURREY'S ROLES AND RESPONSIBILITIES**

Surrey will continue to own road, traffic signal and municipal infrastructure assets that existed prior to the Project; Surrey will work with TransLink to ensure these assets are integrated seamlessly in service of the Project Objectives as applicable.

Surrey will support and actively participate in the design, procurement and construction and operations stages of the Project to expedite delivery and ensure municipal and regional objectives are met, and may provide input, assistance and suggestions to TransLink.

Surrey will be responsible for the review, approval, inspection, and acceptance of any municipal utility relocation and upgrading works undertaken by the Project.

Surrey agrees to implement transit-oriented land use policies and provisions in any relevant municipal plans and permit approval processes, to promote mixed-use densification along the Project corridors that is consistent with its Official Community Plan, Sustainability Charter and other relevant planning policies, reflecting generally accepted Transit-Oriented Communities Design Guidelines.

Surrey agrees to provide civic infrastructure to accommodate and support the Project.

Surrey will support TransLink's effective delivery of bus operations in the Project corridors during the Project construction period by facilitating roadway and infrastructure changes, supporting bus priority measures, prioritizing and expediting any required approvals, and supporting other short-term measures.

Surrey agrees to work cooperatively with TransLink to implement traffic management strategies during and after the Project to enable achievement of the Project Objectives, including implementing traffic management and road maintenance procedures that support the Project Objectives.

Surrey will provide emergency services (fire, enforcement) to support Project safety and operations during and after construction.

Surrey will provide access to streets (the "operating license area") necessary for the operation and day-to-day maintenance of the Project at no cost to the Project for as long as TransLink operates (directly or through contract) the Project.

#### **JOINT ROLES AND RESPONSIBILITIES**

TransLink and Surrey will be full partners in public community relations during Project development and construction.

#### **SUPPORTIVE POLICIES AGREEMENT**

The parties will work collaboratively to complete the SPA. The SPA will specify supportive land use and transportation policies, actions and investments to support Project objectives. It is intended that the SPA will be completed prior to the issuance of the Request for Proposals for the Project.

#### **PROJECT MASTER AGREEMENT**

The parties will work collaboratively to complete the Project Master Agreement prior to the issuance of the Request for Proposal documents. The Project Master Agreement will provide the details on the collaborative relationship between the City and TransLink to ensure successful Project delivery and operations. Items to be included in the Project Master Agreement:

- Asset Ownership
- System Operations and Maintenance
- Public Realm
- Public Art
- Utilities

- Traffic Signals and Integration
- Traffic Management
- System Testing and Commissioning
- Road and Utility Maintenance
- Snow Clearing
- First Response
- Dispute Resolution
- Communications Protocol

#### **GENERAL**

The parties will revisit this MOU as is necessary to ensure the MOU continues to meet the Project needs.

This MOU is a statement of intent to summarize the collective wishes of the parties. As the Concept Phase PPA, this MOU is intended to advance the development of the SPA and in turn the Project Master Agreement which will serve as the Implementation Phase PPA.

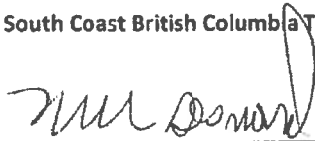
This MOU may be executed in counterparts, and when counterparts have been executed by the parties, each originally executed counterpart, whether a facsimile, photocopy, PDF or original, will be effective as if one original copy had been executed by the parties.

For certainty, the parties now confirm that this MOU does not create any legal rights or obligations and is not otherwise intended to be legally binding in any way.

#### **EXECUTION**

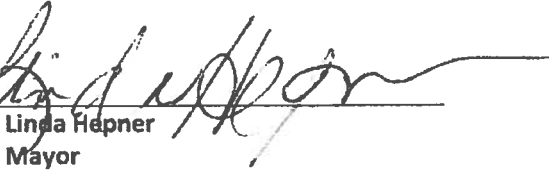
Executed by the Parties on the date written above.

**South Coast British Columbia Transportation Authority (TransLink)**



**Kevin Desmond**  
CEO

**The City of Surrey**



**Linda Hepner**  
Mayor

## APPENDIX “II”

### SUPPORTIVE POLICIES AGREEMENT

#### SURREY-NEWTON-GUILDFORD LIGHT RAIL TRANSIT PROJECT

THIS SUPPORTIVE POLICIES AGREEMENT made on the \_\_\_\_ day of \_\_\_\_\_, 2018,

BETWEEN:

**SOUTH COAST BRITISH COLUMBIA TRANSPORTATION AUTHORITY**, an entity continued under the *South Coast British Columbia Transportation Authority Act* (British Columbia)  
400-287 Nelson’s Court, New Westminster, BC V3L0E7

(“**TransLink**”)

AND:

**CITY OF SURREY**  
13450 - 104 Avenue, Surrey, BC V3T 1V8

(the “**City**”)

**WHEREAS:**

- A. The Mayors’ Council on Regional Transportation’s 2014 report entitled *Regional Transportation Investments, a Vision for Metro Vancouver* (the “**Mayors’ Vision**”) identifies the development of a 27-kilometre South of Fraser Light Rail Transit network as a key priority to ensuring that the transportation needs of the region are met.
- B. TransLink, as a regional transportation agency, has the mandate to plan, prioritize, secure funding and delivery transportation and transit projects, and create an integrated transportation and transit system within the regional transportation service region as defined in the *South Coast British Columbia Transportation Authority Act* (British Columbia).
- C. The Mayors’ Vision includes stage one of the South of Fraser Rapid Transit network, which comprises a 10.5 km light rail transit line extending from Guildford Town Centre to Newton Town Centre via Surrey Centre (the “**Project**”).
- D. The City, as the host municipality for the Project, has the mandate of providing governance within its municipal boundaries pertaining to the exercise of powers and duties provided to it by the *Local Government Act* (British Columbia).
- E. The Mayors’ Vision calls on parties to enter into one or more Project Partnership Agreements (a “**PPA**”) whenever the region is making a major investment involving significant cost and risk, the success of which depends on higher degrees of coordination, collaboration and mutually supportive actions by multiple partners. The Project requires such an investment.

F. The PPA for this Project has four components:

- (i) an executed Memorandum of Understanding (“**MOU**”) between TransLink and the City, dated October 12, 2017;
- (ii) this Supportive Policies Agreement (“**SPA**”);
- (iii) a Contribution Agreement between TransLink and the City dated \_\_\_\_\_, 2018; and
- (iv) a Master Municipal Agreement to be entered into between TransLink and the City.

**NOW THEREFORE:**

The Parties hereby acknowledge, confirm and agree as follows:

**1. INTERPRETATION**

**1.1 Definitions**

In this SPA, including the Recitals and Schedules hereto, unless otherwise specified or the context otherwise requires, the following words and expressions have the following meanings:

- (a) “**Affordable Housing Policies**” has the meaning set out in Section 6.1(a);
- (b) “**Bus Priority and Integration Plan**” has the meaning set out in Section 7.1(a);
- (c) “**Completed City Initiatives**” has the meaning set out in Section 3.1;
- (d) “**Land Use Plans**” has the meaning set out in Section 5.1(a);
- (e) “**LRT Exchange**” means a transfer point where the LRT Service intersects with SkyTrain service or major bus service;
- (f) “**LRT Service**” means the light rail transit services provided to customers by way of the Project during the Project’s operations and maintenance stage;
- (g) “**LRT Stop**” means a location along the LRT Service for passenger boarding and alighting;
- (h) “**Mayors’ Council**” means the Mayors’ Council on Regional Transportation as established under the *South Coast British Columbia Transportation Authority Act*;
- (i) “**Mayors’ Vision**” has the meaning set out in Recital A;
- (j) “**Metro Vancouver**” means the Metro Vancouver Regional District;
- (k) “**Metro Vancouver Board**” means the board of directors of Metro Vancouver as the same may be modified from time to time;
- (l) “**Monitoring Committee**” has the meaning set out in Section 10.1;
- (m) “**MOU**” means the Memorandum of Understanding as set out in Recital F;

- (n) “**Official Community Plan**” or “**OCP**” means the Official Community Plan of the City adopted on October 20, 2014 under the authority of the *Local Government Act* (British Columbia);
- (o) “**Ongoing City Initiatives**” has the meaning set out in Section 3.1;
- (p) “**Opening Day**” means the first day upon which the Project opens to the public;
- (q) “**Party**” means a party to this SPA and “**Parties**” means all of them together;
- (r) “**Performance Measures**” has the meaning set out in Section 10.3(b);
- (s) “**Performance Report**” has the meaning set out in Section 11.1;
- (t) “**PPA**” means the Project Partnership Agreement as set out in Recital E;
- (u) “**Project**” has the meaning set out in Recital C;
- (v) “**Province**” means the Province of British Columbia;
- (w) “**Regional Affordable Housing Strategy**” has the meaning set out in Section 2.4(d);
- (x) “**Regional Growth Strategy**” has the meaning set out in Section 2.4(c);
- (y) “**SNG Transit Corridor**” means the corridor shown on the map attached hereto as Schedule A;
- (z) “**TDM**” has the meaning set out in Section 2.3(f);
- (aa) “**Traffic Strategy**” has the meaning set out in Section 7.3(a);
- (bb) “**Transit-Oriented Communities Design Guidelines**” means the design guidelines developed by TransLink in consultation with municipal, Metro Vancouver and provincial government stakeholders, published in July 2012; and
- (cc) “**Working Group**” has the meaning set out in Section 6.3(a).

## 1.2 Recitals and Schedules

The Recitals and all Schedules to this SPA are incorporated into and form an integral part of this SPA.

## 1.3 Number and Gender

In this SPA, words importing the singular number include the plural and vice versa and words importing the neuter, masculine or feminine genders include all genders.

## 1.4 Headings

The headings in this SPA have been inserted for convenience of reference only and will not affect in any way the meaning or interpretation of this SPA.

## 1.5 Statutory References

Each reference in this SPA to an enactment is deemed to be a reference to that enactment, and to the regulations made under that enactment, as the same may be amended or re-enacted from time to time.

## 1.6 References to Plans

Each reference in this SPA to a plan or similar document, such as the Official Community Plan or the Regional Growth Strategy, is deemed to be a reference to that plan or document as the same may be amended from time to time.

## 1.7 Status of Agreement

As governmental or public authorities, each of the City and TransLink are documenting their good faith commitments to each other to undertake the actions, cooperation and support described in this SPA in a diligent and timely manner to achieve the Project objectives described below in Section 2. As governmental or public authorities, each Party acknowledges that it is governed by officials who are duty-bound to enact by-laws and policies in accordance with the mandates stipulated in each Party's governing legislation. As such, and despite any other term of this SPA to the contrary, the Parties acknowledge and agree that this SPA is not intended to, and will not operate so as to, create legally binding rights and obligations nor to fetter the lawful discretion and powers of either Party with respect to the subject matter of this SPA.

## 1.8 Effective Date

Notwithstanding the execution date of this SPA, the effective date of this SPA is the date upon which the Mayors' Council approves TransLink's 2018-2027 Investment Plan or such other investment plan (as defined in and required by the *South Coast British Columbia Transportation Authority Act*) that includes the implementation of the Project.

# 2. PRINCIPLES AND OBJECTIVES

## 2.1 Objective of this SPA

The central objective of this SPA is to confirm the policy commitments of TransLink and the City, which are mainly outside the direct scope of the Project, but which will have a significant impact on the achievement of the Project's objectives. These commitments are intended to be interpreted and applied having regard to the Project objectives (section 2.2), Project principles (section 2.3) and broad policy objectives (section 2.4).

## 2.2 Project Objectives

The Project is intended to act as a catalyst to:

- (a) achieve multiple additional objectives contained in regional and local plans, which include reducing traffic congestion, increasing transit network capacity, increasing transit ridership, managing travel demand, improving cycling and pedestrian access and safety, shaping land use, providing opportunities for a significant new supply of affordable housing, enhancing the environment, and fostering economic vitality; and



- (b) help shape the future of the SNG Transit Corridor as a focal point for higher density housing, including affordable housing, mixed use development and expanded transportation options.

### 2.3 SPA Principles

The key elements to successful transportation system performance for this Project include transit-supportive land use, affordable housing policies, a complete street approach, and urban design. The Parties affirm their commitment to advancing the principles of the Transit-Oriented Communities Design Guidelines in the planning, design and implementation of the Project as follows:

- (a) the coordination of land use and transportation, focusing on high demand destinations along the SNG Transit Corridor ('Destinations');
- (b) the creation of a pedestrian and bicycle-friendly street network to support transit use ('Distance');
- (c) the design of a public realm accessible to people of all ages and abilities, whether they be walking, cycling, using transit, pushing a stroller, or using a mobility device ('Design');
- (d) the concentration of homes, jobs, and key activities within a short walk of the stops for the Project at a level appropriate to support the transit investment ('Density');
- (e) the provision of diverse land uses and housing types, tenures and price points ('Diversity'); and
- (f) the use of travel demand management ("TDM") measures like parking pricing to promote walking, cycling and transit in the SNG Transit Corridor ('Demand Management').

### 2.4 Broad Policy Objectives

Throughout the lifecycle of the Project, the Parties will continue to support the following regional and provincial initiatives and policies:

- (a) provincial government initiatives to improve public transit in the transportation service region and to increase the supply of affordable housing;
- (b) regional transportation policies as contained in the Regional Transportation Strategy, which was adopted by the TransLink Board of Directors in 2013 and which identifies the SNG Transit Corridor as a regional rapid transit corridor;
- (c) regional growth management policies as contained in the Metro Vancouver Regional Growth Strategy adopted by the Metro Vancouver Board of Directors in 2011 (the "**Regional Growth Strategy**");
- (d) regional affordable housing policies as contained in the Regional Affordable Housing Strategy, which was adopted by the Metro Vancouver Board of Directors in 2016 (the "**Regional Affordable Housing Strategy**"), and which recognizes the shortage of affordable housing in Metro Vancouver and includes a goal of increasing the supply of rental housing along TransLink's Frequent Transit Network (a network of corridors

where transit service runs at least every 15 minutes in both directions throughout the day and into the evening, 7 days a week); and

- (e) the Transit-Oriented Communities Design Guidelines, the key elements of which inform the structure of this SPA and which demonstrate the fundamentality of community design to the promotion of transit, walking, cycling, and place-making.

### 3. CONTINUATION OF EXISTING PLANS AND INITIATIVES

#### 3.1 Existing City Plans and Initiatives

The City has previously completed or initiated a significant amount of work in preparation for the Project and toward the achievement of the objectives and principles described in section 2. For the continuation of that work, the City hereby commits to maintain in place and/or follow through with the implementation of the following:

- (a) the updated Official Community Plan to substantially increase density in each of Surrey City Centre, Guildford Town Centre and Newton Town Centre, including policy statements that prioritize rapid transit corridors and urban centres as locations for higher density residential, commercial and institutional development (such policy statements include Objective A2, Policies A2.1, A2.2, A2.4, A2.6, Objective B3, Policies B3.1, B3.2, B3.3, B3.4, B3.5, B3.9 of the OCP);
- (b) the approved Surrey City Centre Plan (2017) which provides for high density, transit-oriented land uses, urban design and street standards;
- (c) various approved supporting plans and strategies including a Walking Plan, a Cycling Plan, and the Invest Surrey Economic Investment Plan (2017);
- (d) the constructed new civic precinct within Surrey City Centre as a catalyst for the further development of Surrey City Centre;
- (e) the memorandum of understanding with Simon Fraser University (Surrey Campus) to support the growth and expansion of Simon Fraser University in Surrey City Centre;
- (f) various housing initiatives including: (i) adopting a Master Plan for Housing the Homeless; (ii) updating its policies on the retention of affordable housing; and (iii) signing a memorandum of understanding with the BC Housing Management Commission to deliver affordable and supportive housing in Surrey City Centre, Newton Town Centre and Guildford Town Centre;
- (g) the following LRT Vision Statement, endorsed by City Council in February 2017 and adopted jointly by TransLink and the City as part of the Project MOU project objectives: *“Street-oriented LRT will transform Surrey into connected, complete and liveable communities, making the City and region more vibrant, accessible, competitive and sustainable”*;
- (h) the adoption of a City-wide Affordable Housing Strategy

(3.1(a) through 3.1(h) collectively, the “**Completed City Initiatives**”);

- (i) the ongoing development and adoption of land use plans for Newton Town Centre and Guildford Town Centre and the objective of stimulating transit-oriented development;
- (j) the ongoing development and adoption of a comprehensive Parks, Recreation and Culture Plan , which provides for significant investment in cultural facilities in the SNG Transit Corridor; and
- (k) the ongoing transportation network adjustments to add lane capacity, including the widening of 100 Avenue and the 105 Avenue Connector Project, to support the operation of transit along King George Boulevard and 104 Avenue;

(3.1(i) through 3.1(k) collectively, the “**Ongoing City Initiatives**”).

#### **4. DESTINATIONS: COORDINATE LAND USE AND TRANSPORTATION**

##### **4.1 Land Use Designations**

By June 30, 2018, the City will identify in the OCP the boundaries of Surrey City Centre, Guildford Town Centre and Newton Town Centre and the transit corridor connecting these centres.

##### **4.2 SNG Transit Corridor**

By June 30, 2018, the City will include statements in the OCP demonstrating the City’s commitment to the SNG Transit Corridor as a priority area for development within the City, with the objective of the SNG Transit Corridor accommodating an increasing proportion of the City’s growth.

##### **4.3 Frequent Transit Development Areas**

By Opening Day:

- (a) TransLink will coordinate with the City to identify and endorse appropriate segments of the SNG Transit Corridor as Frequent Transit Development Areas (as defined by Metro Vancouver) for incorporation into the City’s Regional Context Statement (a document required to be approved by the Metro Vancouver Board); and
- (b) the City will, in coordination with TransLink, designate appropriate segments of the SNG Transit Corridor as Frequent Transit Development Areas in the City’s Regional Context Statement.

##### **4.4 Developments Arounds LRT Stops**

- (a) The City will seek TransLink input as early as possible in the planning process on applications for developments located adjacent to LRT Stops to achieve the best possible land use, transportation and design outcomes. For clarity, this responsibility is in addition to the regular planning practice responsibility of the City to seek TransLink input on plans and activities that have implications for the regional transportation system.
- (b) TransLink will provide input to the City on proposed developments that are adjacent to LRT Stops to ensure the best possible land use, transportation and design outcomes. For clarity, this responsibility is in addition to regular planning practice responsibility of

TransLink to provide input on the City's plans and activities that have implications for the regional transportation system.

## 5. DENSITY: CONCENTRATE AND INTENSIFY ACTIVITIES IN TRANSIT CORRIDOR

### 5.1 Land Use Plans

- (a) The City will prepare and adopt the following Land Use Plans by the dates set out beside each Land Use Plan below, each of which will incorporate land uses and densities supportive of rapid transit and that meet the objectives of the Regional Growth Strategy, including the dwelling unit and employment growth targets included therein at Table 2 for Surrey Metro Centre:
  - (i) Guildford Town Centre and 104 Avenue Corridor (the "**Guildford Land Use Plan**") – complete by the end of 2019;
  - (ii) Newton Town Centre Plan Update– complete by the end of 2019;
  - (iii) Review of the Surrey City Centre Plan in relation to the implementation of the Project – completed before the commencement of construction for the Project; and
  - (iv) King George Blvd Corridor Plan– complete by the end of 2023

(collectively, the "**Land Use Plans**").
- (b) As a component of each Land Use Plan and upon the same timeline as set out for each respective Land Use Plan, the City will prepare urban development targets and growth forecasts consistent with the Regional Growth Strategy including the targets set out at Table 2 thereof, for population, number of dwelling units and employment for each year from the year in which Opening Day occurs to the year 2045 for:
  - (i) the area within 400 metres in any direction of the SNG Transit Corridor;
  - (ii) the area within 800 metres in any direction of the SNG Transit Corridor;
  - (iii) Guildford Town Centre, Newton Town Centre, and Surrey City Centre; and
  - (iv) traffic zones used in the January 2018 Project business case transit ridership modelling.
- (c) The City will collaborate with TransLink and the Province on the development of the Land Use Plans to achieve integrated land use and transportation planning, recognizing that it is the City's responsibility and mandate under the *Local Government Act* to develop and approve its land use plans and its housing policies. The City's collaboration with TransLink and the Province will in particular focus on the definition and progress of growth targets that best support ridership in the SNG Transit Corridor.
- (d) TransLink will collaborate with the City and the Province to develop the Land Use Plans with a view to achieving the greatest possible land use and transportation integration,

with a particular focus on the definition and progress of growth targets that best support ridership in the SNG Transit Corridor.

- (e) TransLink will:
  - (i) conduct a review of current transit (bus and rapid transit) operations and service plans to anticipate and respond to population and employment changes in the SNG Transit Corridor and to identify opportunities for supporting the transit-oriented redevelopment of Guildford Mall; and
  - (ii) contribute technical information and analysis to the planning processes, as appropriate.

## 5.2 Land Use Plan Reviews

- (a) Approximately every five years, the City will review the Land Use Plans to ensure opportunities for transit-oriented development are considered and realized where feasible.
- (b) TransLink will collaborate with the City with respect to such reviews of the Land Use Plans, specifically with respect to progress on planned growth targets.

## 5.3 OCP Amendment

Within six (6) months of City Council approval of each Land Use Plan, the City will implement amendments to the OCP, which reflect and enshrine all approved Land Use Plans for the SNG Transit Corridor.

# 6. DIVERSITY: ENCOURAGE MIXED USES, INCLUDING HOUSING TYPES AND TENURES

## 6.1 Affordable Housing Policies

- (a) The City will adopt affordable housing policies (“**Affordable Housing Policies**”) for the geographic areas covered by each of the Land Use Plans, which work toward meeting the reference estimated future housing demand (as set out in Table A.2 of the Regional Growth Strategy and Appendix 1 of the Regional Affordable Housing Strategy) and which support the realization of defined SNG Transit Corridor affordable rental housing targets. Each Affordable Housing Policy will be completed upon the same timeline as set out for each respective Land Use Plan in Section 5.1(a).
- (b) The City will take all reasonable steps to include in the Affordable Housing Policies actions and measures that:
  - (i) preserve existing affordable housing, and particularly non-market rental housing;
  - (ii) encourage the retention and increase the supply of affordable rental housing, and particularly affordable and non-market family housing;
  - (iii) provide incentives such as development charge reductions, density bonuses, parking requirement reductions and other means to encourage the development of affordable rental housing within the SNG Transit Corridor.

- (c) The City will evaluate and consider the implementation of an inclusionary housing policy in order to help meet demand for affordable housing.
- (d) The City will collaborate with TransLink and the Province on the development of the Affordable Housing Policy.
- (e) TransLink will collaborate with the City and the Province on the development of the Affordable Housing Policy and will contribute technical information and analysis to the planning process as available and as appropriate.

## 6.2 Density Bonus Schemes

The City will evaluate, consider, and clarify in each of the SNG Transit Corridor Land Use Plans, the incorporation of purpose-built rental housing and below market rental housing into future density bonus schemes, with a focus on land use plans along rapid transit corridors.

## 6.3 Working Group: Government-Owned Sites

- (a) The City will:
  - (i) convene a working group comprised of representatives of the Federal and Provincial Governments, Metro Vancouver, TransLink, Fraser Health Authority, Simon Fraser University, and, at the City’s discretion, any other institutional partners (the “**Working Group**”) to determine, for the purpose of development of affordable housing, the feasibility of land assembly, existing large sites in the SNG Transit Corridor, and government-owned or Crown corporation-owned property; and
  - (ii) ensure the Working Group reports on findings by the end of 2020.
- (b) TransLink will:
  - (i) participate in the Working Group; and
  - (ii) by the end of 2020, complete a market assessment and review of opportunities for land assembly, sale or redevelopment for affordable housing of TransLink-owned sites in the SNG Transit Corridor.
- (c) The City and TransLink will work together with other members of the Working Group to develop and implement a “Terms of Reference” for the Working Group.

## 6.4 Student Housing

The City will continue to collaborate with post-secondary institutions and the real estate development industry to evaluate and consider methods by which the supply of student housing in the SNG Transit Corridor can be increased.

## 6.5 **Parking**

By Opening Day, the City will:

- (a) complete an examination, with BC Housing Management Commission, of existing parking utilization rates at existing affordable rental housing sites; and
- (b) develop appropriate parking requirements for affordable rental housing which contemplates proximity to transit.

## 6.6 **Retail and Office Development**

The City will:

- (a) continue to prioritize the advancement of Surrey City Centre as the preferred location for major office space and institutions, as identified in the OCP;
- (b) continue to collaborate with the Province, Metro Vancouver and industry groups to examine necessary market conditions for the attraction of major public and private sector office space in Surrey City Centre, as identified in the Invest Surrey Action Plan;
- (c) continue to concentrate major retail facilities, including destination retail, and other office uses in Surrey City Centre, Guildford Town Centre and Newton Town Centre, as identified in the OCP; and
- (d) designate in each Land Use Plan land uses that will provide opportunities for local services at appropriate locations, including LRT Stops.

## 6.7 **Industrial and Mixed Employment**

The City will ensure that land designated as Industrial and Mixed Employment in the Regional Growth Strategy, such as the Newton Employment Area, will be reserved for Industrial and Mixed Employment uses and intensified for jobs as appropriate.

## 6.8 **Institutional and Community Services**

- (a) The City will:
  - (i) identify in each Land Use Plan locations for institutional facilities and community services;
  - (ii) collaborate with regional and senior levels of government to identify, in each Land Use Plan, opportunities to locate institutional and public facilities along the SNG Transit Corridor, prioritizing to the degree possible the location of such facilities in the SNG Transit Corridor; and
  - (iii) following approval of the Land Use Plans, update as needed the approved capital facilities identified in the Parks, Recreation and Culture Strategic Plan for the SNG Transit Corridor.

- (b) TransLink will, as part of the transit system-wide review of customer washroom facilities scheduled for completion by the end of 2018, identify potential opportunities for providing access to washrooms at LRT Exchanges.

## **7. DISTANCE: CREATE A WELL-CONNECTED STREET AND BUS NETWORK**

### **7.1 Bus Priority and Integration Plan**

- (a) TransLink will prepare a bus priority and integration plan (the “**Bus Priority and Integration Plan**”) to ensure seamless and efficient connections between the bus transit system and the LRT Service. TransLink will complete the Bus Priority and Integration Plan by the end of 2019.
- (b) The City will collaborate with TransLink on the preparation of the Bus Priority and Integration Plan, and will respond to TransLink requests with respect to the Bus Priority and Integration Plan.
- (c) The Bus Priority and Integration Plan will identify opportunities to:
  - (i) improve bus access and connections to the SNG Transit Corridor and local bus stops;
  - (ii) reduce duplicate bus services and connections, allowing for resources to be re-invested into the local bus network;
  - (iii) reallocate existing resources as appropriate; and
  - (iv) ensure speed and reliability of existing bus service is maintained or enhanced.
- (d) TransLink will use its TravelSmart program:
  - (i) to encourage alternate modes of transportation during the construction period of the Project, and
  - (ii) to encourage mode shift immediately upon Opening Day.

### **7.2 B-Lines Operating Speed and Reliability**

- (a) The City and TransLink will work together to:
  - (i) as appropriate, advance bus priority measures effectively prior to construction of the Project; and
  - (ii) identify opportunities to maintain B-Line operating speeds on the SNG Transit Corridor during construction of the Project.
- (b) TransLink will provide cost-sharing opportunities for the foregoing measures based on the regional funding for transit priority projects contained in TransLink’s 2018-2027 Investment Plan. The City will be required to apply for any regional funding and if the City’s application is approved, the City will be required to cost-share as appropriate.

### **7.3 Traffic Network Improvement Strategy**



- (a) By Opening Day, the City will prepare a traffic network improvement strategy (the “**Traffic Strategy**”) that addresses the expected changes to traffic patterns resulting from the introduction of the SNG Transit Corridor, with priority emphasis on Surrey City Centre. TransLink will collaborate with the City on the development of the Traffic Strategy, and will respond to City requests with respect to the Traffic Strategy.
- (b) The Traffic Strategy will address the need to maintain or enhance existing traffic flows, including buses, along the SNG Transit Corridor, cross corridors and alternative parallel routes using signal system management and intelligent transportation system applications including the potential use of dynamic variable message signage and other methods of traffic control.
- (c) The City will identify the capital and operating cost of the Traffic Strategy, and will seek cost-sharing opportunities with TransLink for costs related to the Traffic Strategy, as appropriate. TransLink will provide cost-sharing opportunities for the Traffic Strategy.

#### 7.4 **Priority of LRT Service**

- (a) The City will collaborate with TransLink to implement LRT priority measures and traffic signal timing plans to achieve faster LRT travel times over other vehicles along the SNG Transit Corridor during peak periods.
- (b) TransLink will design, fund and install advanced signal control systems that are compatible with the current traffic control system in existence in the City of Surrey. The advanced signal control system will be designed to enable full priority to the LRT Service along the Newton-Guildford portion of the SNG Transit Corridor.
- (c) The City acknowledges that the expected LRT Service travel time from Guildford Town Centre to Newton Town Centre will be no more than twenty seven (27) minutes as indicated in the January 2018 Project business case.
- (d) The City will facilitate necessary LRT priority measures, traffic signal timing plans, advanced signal control systems, and traffic control measures to achieve or exceed the business case objectives throughout the life of the Project, subject to the City’s responsibility to ensure that the broader traffic network functions at a reasonable level.
- (e) The City and TransLink will work together, and in partnership with any third-party designers and operators, to continuously achieve the best possible LRT Service performance throughout the life of the Project. Details of such joint working arrangements will be included in the Master Municipal Agreement for the Project.

#### 7.5 **Cycling Strategy**

- (a) The City will, as a component of each Land Use Plan:
  - (i) prepare a cycling strategy and will update the cycling plans with consideration to connections to Project stops, circulation within Surrey City Centre, Newton City Centre and Guildford Town Centre, and supportive bicycle storage and parking;
  - (ii) include in the cycling strategy and plans opportunities for early delivery of infrastructure and related costs;

- (iii) complete the cycling plans upon the same timeline as set out for each respective Land Use Plan; and
  - (iv) seek cost-sharing opportunities from TransLink for the implementation of the cycling improvements, and implement all infrastructure and other works required to implement the cycling plans required by section 7.5(a)(i).
- (b) TransLink will contribute technical support to the development of the cycling strategy, as requested by the City.
  - (c) TransLink will provide cost-share opportunities for cycling infrastructure in accordance with the existing Bicycle Infrastructure Capital Cost Sharing (BICCS) and Major Road Network and Bike (MRNB) allocated and competitive funding programs.

## 7.6 Pedestrian Strategy

- (a) By Opening Day, the City will:
  - (i) prepare requirements for the pedestrian infrastructure needed to ensure reasonable or full pedestrian access to the SNG Transit Corridor, as well as costing for those requirements;
  - (ii) seek cost-sharing opportunities from TransLink to implement the requirements in Section 7.6(a)(i).
  - (iii) as part of the Land Use Plans, update the walking plans to consider safe and pleasant walking connections to LRT Stops and bus stops;
  - (iv) implement all infrastructure and other works required to implement the walking plans required by subsection 7.6(a)(iii), as appropriate.
- (b) TransLink will provide cost-share funding opportunities for Opening Day or future walking infrastructure in accordance with the existing Walking Infrastructure to Transit (WITT) allocated and competitive funding program.
- (c) TransLink will investigate other funding opportunities and if available will include such funding opportunities in future versions of TransLink's investment plan (as defined in and required by the *South Coast British Columbia Transportation Authority Act*).
- (d) TransLink will contribute technical support to the development of the pedestrian strategy, as needed.

## 8. DESIGN: CREATE PLACES FOR PEOPLE

### 8.1 Urban Design Considerations for Guildford Land Use Plan

As a component of the Guildford Land Use Plan and by the end of 2019, the City will develop, with input from TransLink, urban design guidelines to advance place-making and supportive urban design elements generally consistent with the Surrey City Centre Plan design guidelines and street standards.

## 8.2 OCP Development Permit Provisions

By the end of 2019, the City will review and revise as needed the development permit guidelines in the OCP to ensure the implementation of best practices in support of transit-oriented development in the SNG Transit Corridor.

## 8.3 Urban Design Guidelines

The City will, the upon the same timelines as set out for each respective Land Use Plan in Section 5.1(a), develop urban design guidelines to be included in the Land Use Plans to advance place-making and supportive urban design elements generally consistent with the Surrey City Centre Plan design guidelines.

## 8.4 Streetscape Plans

- (a) The City will:
  - (i) update streetscape plans for the SNG Transit Corridor, including urban design and streetscape elements;
  - (ii) implement such streetscape plans in the applicable Land Use Plans; and
  - (iii) develop design specifications for general purpose travel lanes, bike lanes, sidewalks and boulevards to be delivered through Project construction along the SNG Transit Corridor.
- (b) TransLink will:
  - (i) develop design specifications for the light rail transit guideway and LRT Stops and LRT Exchanges to be delivered through construction of the Project along the SNG Transit Corridor;
  - (ii) build, within the SNG Transit Corridor streetscape, the light rail transit guideway, and rebuild, within the SNG Transit Corridor, the general purpose travel lanes, bike lanes, sidewalks and boulevards. For certainty, those travel lanes, bikes lanes and sidewalks included in this redevelopment, will be designed and implemented by TransLink in collaboration with the City.

## 9. DEMAND MANAGEMENT: DISCOURAGE UNNECESSARY DRIVING

### 9.1 Parking Rates

- (a) The City will:
  - (i) by the end of 2020, develop appropriate parking rates (and rate requirements for new developments along the SNG Transit Corridor);
  - (ii) explore options for further parking reductions along the SNG Transit Corridor;
  - (iii) consider parking supply and demand management for residential uses, including affordable rental housing, and for retail and office uses, which will build upon the reduced parking rates in Surrey City Centre that were based on transit accessibility; and

- (iv) within 18 months of establishing the new rates as set out in (a) above, amend existing the City’s parking bylaw to implement the new parking rates.
- (b) TransLink will:
- (i) contribute technical information and analysis as appropriate;
  - (ii) investigate whether opportunities for providing park and ride facilities at LRT Stops and LRT Exchanges exist and what the transit ridership implications of such opportunities are; and
  - (iii) assist the City in advancing research related to passenger zone management near LRT Stops to support ride hailing, and in helping to identify related recommendations.

## 9.2 TDM Initiatives

TransLink and the City will work together to implement a range of TDM initiatives for the SNG Transit Corridor, as part of TransLink’s TravelSmart program. TransLink will implement such TDM initiatives at the commencement of construction of the Project.

## 10. MONITORING COMMITTEE

### 10.1 Monitoring Committee

Before December 15, 2018, the City and TransLink will establish a multi-stakeholder committee (the “**Monitoring Committee**”) to: (i) review the performance of land use and transportation outcomes for the SNG Transit Corridor; and (ii) monitor compliance by each Party with the commitments and responsibilities set out in this SPA.

### 10.2 Composition

The Monitoring Committee will be comprised of, at a minimum, one or more senior representatives from each of TransLink and the City and such other members as the Parties may agree from time to time. The City and TransLink will invite and encourage senior representatives from the Province of British Columbia and Metro Vancouver to be represented on the Monitoring Committee. The Monitoring Committee will be chaired by a TransLink representative.

### 10.3 Duties and Responsibilities

The duties and responsibilities of the Monitoring Committee will include:

- (a) establishing its “Terms of Reference” based on the direction provided in the SPA and on the timeline determined at the initial meeting;
- (b) measuring the effectiveness of this SPA by monitoring changes along the SNG Transit Corridor across the following areas:
  - (i) population and employment growth;
  - (ii) development activity;

- (iii) zoned housing capacity;
- (iv) affordable housing supply;
- (v) transit performance;
- (vi) mode split;
- (vii) cycling performance; and
- (viii) pedestrian performance;

(collectively, the “**Performance Measures**”)

- (c) refining, as and when needed, the Performance Measures;
- (d) monitoring and evaluating the progress of the Performance Measures and the commitments of each Party as set out in this SPA;
- (e) provide City Council, the Mayors’ Council, the TransLink board of directors, and officials from the Province with an annual dashboard outlining the progress of the Performance Measures and the commitments of each Party as set out in this SPA;
- (f) provide City Council, the Mayors’ Council, the TransLink board of directors, and officials from the Province with the Performance Report (as defined below); and
- (g) consider such other matters that the members deem advisable.

#### 10.4 **Meetings**

- (a) The Monitoring Committee will holding a meeting, at a location specified by the City and TransLink, at least once each year, and from time to time, as necessary and agreed by the Parties.
- (b) Meetings of the Monitoring Committee should be scheduled to align (i) to the extent possible with release times for relevant data sources and other planning milestones (including, without limitation, Census, Trip Diary, Regional Context Statement update), recognizing the need to prioritize in the case of multiple events in any given year, and (ii) with key milestones for the Project, and the meeting schedule will include:
  - (i) a meeting prior to Opening Day;
  - (ii) a meeting prior to the issuance of the Request for Qualifications and a subsequent meeting prior to the issuance of the Request for Proposals for construction of phase two of the rapid transit project along Fraser Highway;
  - (iii) such other meetings which align with other key milestones for the Project, as identified by the members of the Monitoring Committee.
- (c) TransLink will keep minutes of all recommendations and meetings of the Monitoring Committee and circulate such minutes to the City within such time period specified in the Terms of Reference for the Committee.

- (d) The City and TransLink will work together to produce the following materials in connection with each meeting of the Monitoring Committee:
  - (i) a joint report from TransLink and City staff to the Monitoring Committee;
  - (ii) presentation materials, if applicable;
  - (iii) meeting minutes for the previous meeting; and
  - (iv) status of action items identified at previous meetings.
- (e) The Monitoring Committee will hold its initial meeting before the end of the year 2018. In such initial meeting the Monitoring Committee will:
  - (i) discuss timelines on which it will (i) establish its “Terms of Reference”, and (ii) define detailed processes for how it will carry out its mandate as set out in this SPA;
  - (ii) discuss and set an appropriate meeting schedule, addressing the meetings schedule needs set out in section 10.4(b);
  - (iii) discuss and set the timing for the delivery of the first Performance Report.

## **11. PERFORMANCE REPORTING, DOCUMENTATION AND REVIEW OF PROCESS**

### **11.1 Monitoring Committee Performance Report**

- (a) The City and TransLink will work jointly and cooperatively to prepare a comprehensive report every three to five years documenting (i) the progress on the Performance Measures, (ii) progress on all commitments and responsibilities of each Party as set out in this SPA, and (iii) any other relevant data or measures identified by members of the Monitoring Committee (the “**Performance Report**”).
- (b) The Performance Report will also include actions recommended by the Monitoring Committee to address any unmet commitments or responsibilities in this SPA and any concerns with respect to land use or transportation outcomes. The City will present the Performance Report to Surrey City Council and TransLink will present the Performance Report to the TransLink board of directors and to the Mayors’ Council. TransLink will present the Performance Report to representatives of the Province.
- (c) The Monitoring Committee will decide at its first meeting in 2018 the frequency of the Performance Report, which should be between three and five years, and the timing for the first Performance Report.

### **11.2 Review and Assessment**

The City and TransLink will work jointly and cooperatively to review and assess over time the structure of the Monitoring Committee and the overall monitoring process set out in this SPA. Any changes to be made to the Monitoring Committee or the overall monitoring process herein stated must have the agreement of both the representatives of TransLink and the City on the Monitoring Committee.

For clarity, the opportunity for review set out in the preceding paragraph is based on the recognition of expected changes over time related to data availability, organizational structures, project planning and implementation, and other factors not necessarily known to the Parties at the outset of this SPA. In addition, it may be appropriate to reduce over time the frequency of the meetings of the Monitoring Committee or delivery of Performance Reports.

### 11.3 Information and Data Collection

- (a) The City shall collect, document and provide to the Monitoring Committee, in advance of each meeting of the Monitoring Committee, the most current available data on:
  - (i) the proportion of the City's population and dwelling units located within 400 and 800 metres of the SNG Transit Corridor;
  - (ii) actual population and employment changes in the SNG Transit Corridor, in comparison with the changes set out in the Land Use Plans;
  - (iii) the SNG Transit Corridor's housing unit capacity in approved plans;
  - (iv) the type and tenure of housing in the SNG Transit Corridor, with a particular emphasis on affordable and non-market housing; and
  - (v) the cycling and pedestrian performance measures determined by the City in consultation with TransLink pursuant to section 11.4(a).
  
- (b) For the purposes of the initial meeting of the Monitoring Committee, the City shall provide to the Monitoring Committee, as required baseline information, the following:
  - (i) current (2016 data) population and dwelling units within 400 and 800 metres of the SNG Transit Corridor;
  - (ii) documentation (maps and spreadsheets by traffic zone) reflecting the current (2016) population, number of dwelling units, amount of retail space, office space, institutional space and number of jobs:
    - (A) within 400 metres of the SNG Transit Corridor;
    - (B) within 800 metres of the SNG Transit Corridor;
    - (C) within the boundary of Surrey City Centre, Guildford Town Centre, and Newton Town Centre;
    - (D) within 800 metres of any LRT Stops; and
    - (E) traffic zones used in the January 2018 Project business case transit ridership modelling ;
  - (iii) documentation reflecting the existing capacity in approved plans for housing units:
    - (A) within 400 metres of the SNG Transit Corridor;

- (B) within 800 metres of the SNG Transit Corridor;
- (C) within the boundary of Surrey City Centre, Guildford Town Centre, and Newton Town Centre; and
- (D) within 800 metres of any LRT Stops;
- (iv) documentation reflecting the existing stock of various forms of rental housing and estimating the amount of affordable housing in the SNG Transit Corridor , using Regional Affordable Housing Strategy methods for classifying supply; and
- (v) any baseline data determined by the City pursuant to section 11.4(b).
- (c) TransLink shall collect, document and provide to the Monitoring Committee, in advance of each meeting of the Monitoring Committee, the most current available data on:
  - (i) the LRT Service’s ability to meet transit demand in the SNG Transit Corridor measured by performance metrics developed with the City (which may include service capacity and platform capacity), and upgrades required to meet transit demand;
  - (ii) change in ridership on the SNG Transit Corridor; and
  - (iii) the change in mode splits for residents living within 400 metres and 800 metres of the SNG Transit Corridor, such mode splits to include vehicle, vehicle passenger, transit, cycling, and walking trips.
- (d) For the purposes of the initial meeting of the Monitoring Committee, TransLink shall provide to the Monitoring Committee, as required baseline information, the following:
  - (i) documentation reflecting 2017 transit ridership for the 96 B-Line and local services operating on the SNG Transit Corridor; and
  - (ii) documentation reflecting current (2016) mode splits.

#### 11.4 Performance Measures

- (a) The City will determine the appropriate performance measures with respect to cycling/pedestrian infrastructure, including the usage and safety of such infrastructure in the SNG Transit Corridor.
- (b) The City will determine what baseline data is required to effectively monitor the performance measures determined pursuant to section 11.4(a), with such baseline data to include, in the case of the cycling infrastructure performance measures, the number of kilometres of bikeways by facility type.
- (c) TransLink will collaborate with the City to assist the City with determining the appropriate cycling and pedestrian performance measures.



## **12. MISCELLANEOUS**

### **12.1 Dispute Resolution**

As noted in section 1.7, but subject to the limitations on this SPA noted in section 1.7, each Party is fully committed to pursue in good faith the adoption, implementation, continuation and maintenance of the policies, plans, initiatives, tasks and actions they have each respectively agreed to in this SPA.

In the event the Parties at the Monitoring Committee level are not able to resolve a disagreement over the interpretation or application of any SPA provision in any circumstance, or in the event one Party has not performed an obligation or followed through with a commitment set out in this SPA and the Parties cannot agree on what measures or steps should be taken, and by who, to rectify or remedy the situation, and to mitigate the potential adverse impacts to the Project, the Parties will immediately refer the matter in dispute to the Vice President of Transportation Planning and Policy at TransLink and the General Manager, Engineering at the City who will meet in person on a priority basis to diligently discuss in good faith a possible resolution. If such individuals cannot resolve the matter in dispute within 15 days of meeting in person (or such other time as the Parties agree), the Parties will immediately refer the matter in dispute to the CEO of TransLink and the City Manager of the City for resolution.

### **12.2 Amendments**

This SPA may not be modified or amended except by an instrument in writing signed by each of the Parties.

### **12.3 Further Assurances**

Each of the Parties will work cooperatively with each other and do all further acts and things as may be reasonably required in support of the commitments in this SPA.

### **12.4 Notice**

All notices required or permitted to be given under the terms of this SPA will be in writing and may be delivered personally, by courier or may be forwarded by first class prepaid registered mail to the addresses set forth on page 1 of this SPA or at such other addresses as may from time to time be notified in writing by the Parties. Any notice delivered will be deemed to have been given and received at the time of delivery.

## 12.5 Assignment

This SPA and the rights, duties and obligations of any Party under this SPA will not be assigned by any Party without the prior written consent of the other Party, which consent may be arbitrarily or unreasonably withheld, and any attempt to assign the rights, duties or obligations under this SPA without such prior written consent will be of no effect.

IN WITNESS WHEREOF the Parties have executed this SPA on the day and year first above written:

**SOUTH COAST BRITISH COLUMBIA  
TRANSPORTATION AUTHORITY**, by its  
authorized signatory

By: \_\_\_\_\_  
Name:  
Title:

**CITY OF SURREY**, by its authorized signatory

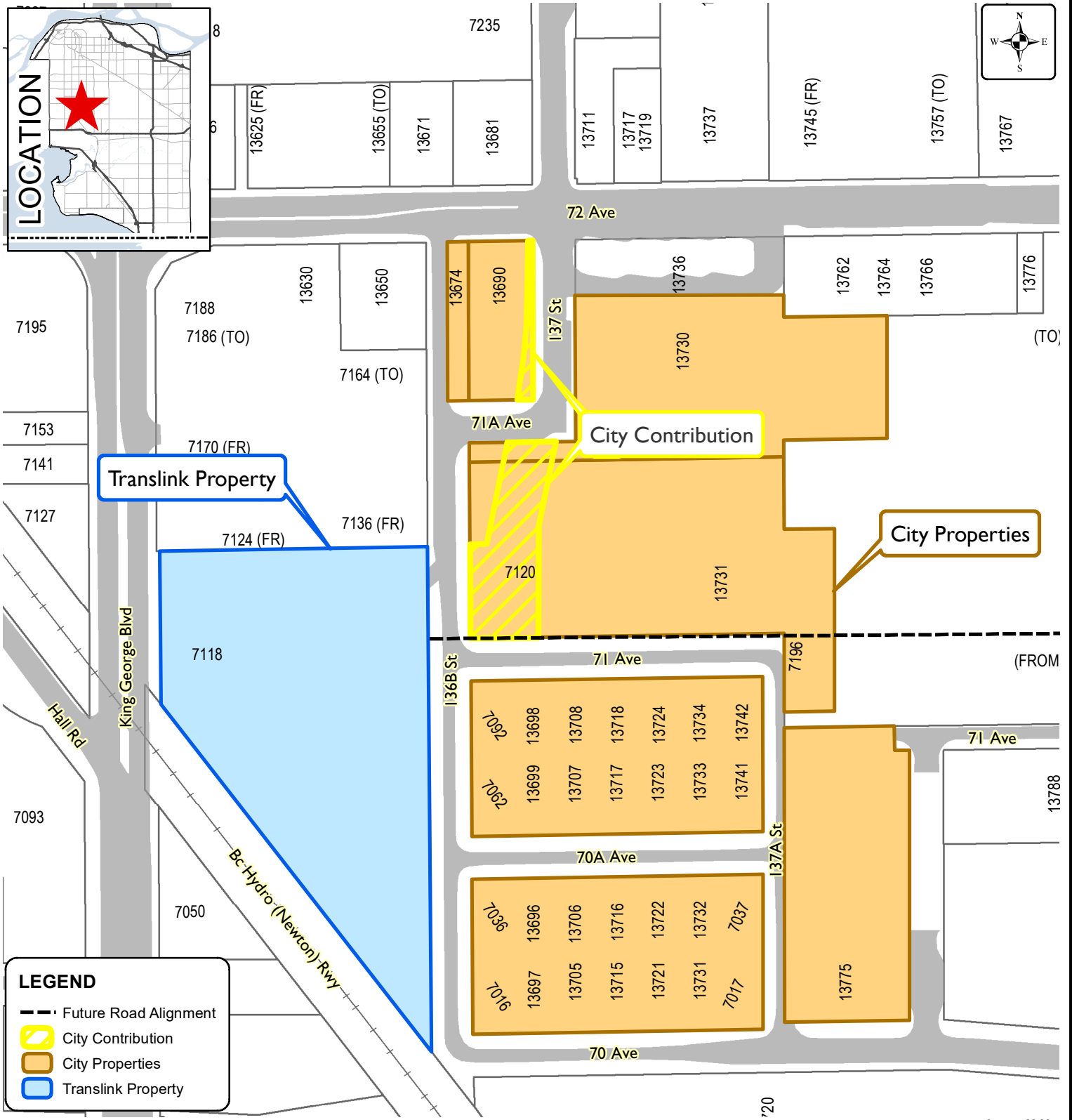
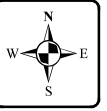
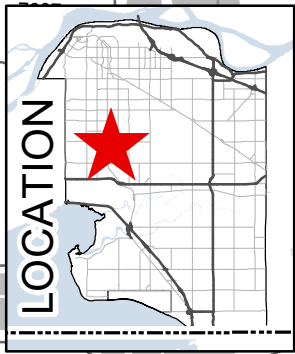
By: \_\_\_\_\_  
Name:  
Title:

# APPENDIX "II" - Schedule A



\*Disclaimer: Colours as shown are not the final colours to be used. Final colours will be decided after future rounds of revision.

# AERIAL PHOTOGRAPH OF SITE APPENDIX "III"



Translink Property

City Contribution

City Properties

### LEGEND

- Future Road Alignment
- City Contribution
- City Properties
- Translink Property

Produced by GIS Section: 30-May-2018, P205934

Date of Aerial Photograph: April 2017

Scale: 1:2,500



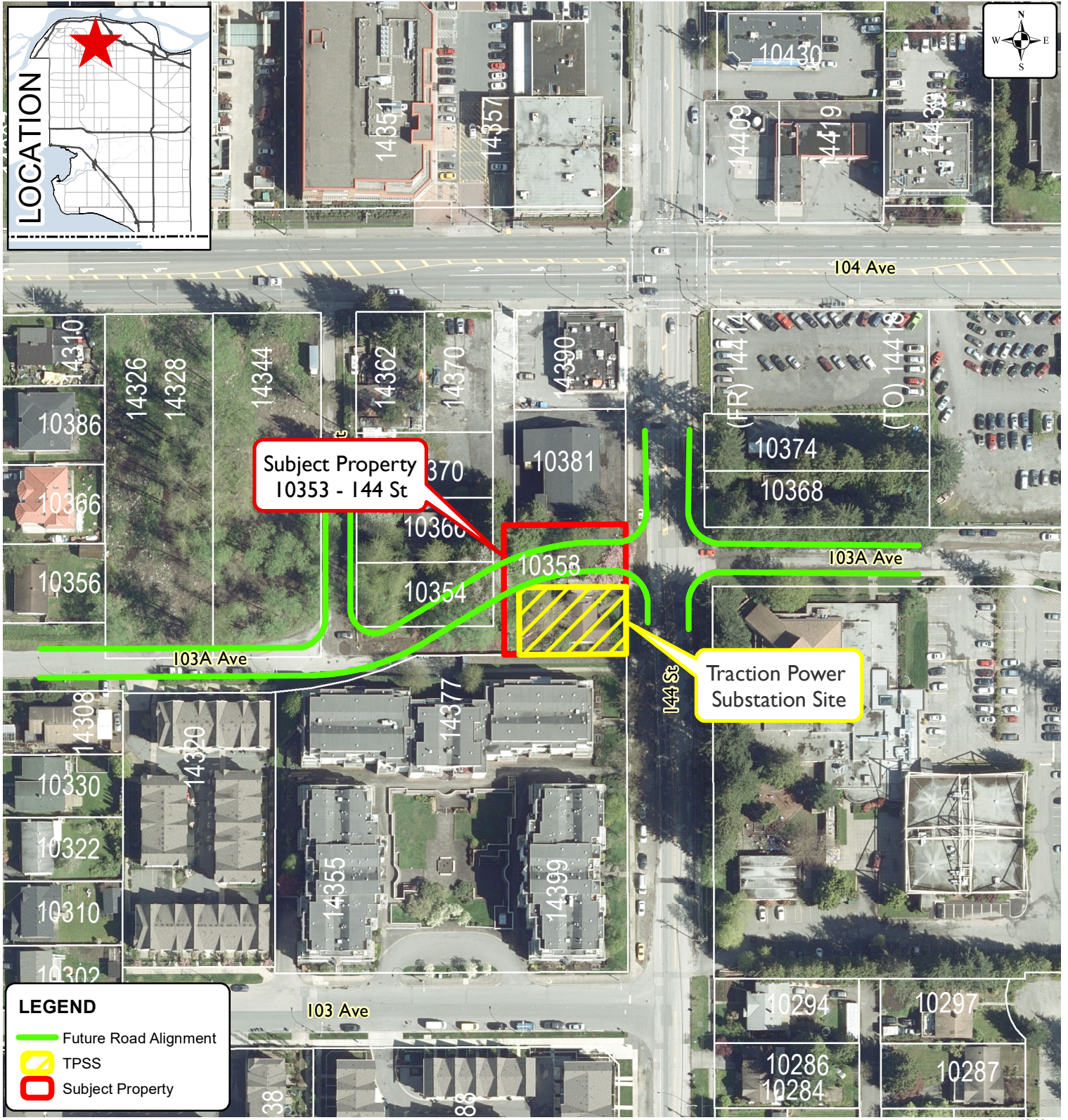
## City Contributions for Newton Town Centre

ENGINEERING DEPARTMENT

The data provided is compiled from various sources and IS NOT warranted as to its accuracy or sufficiency by the City of Surrey. This information is provided for information and convenience purposes only. Lot sizes, Legal descriptions and encumbrances must be confirmed at the Land Title Office.

# APPENDIX "IV"

## AERIAL PHOTOGRAPH OF SITE



Produced by GIS Section: 30-May-2018, P205934

Date of Aerial Photograph: April 2017

Scale: 1:1,500 0 10 M

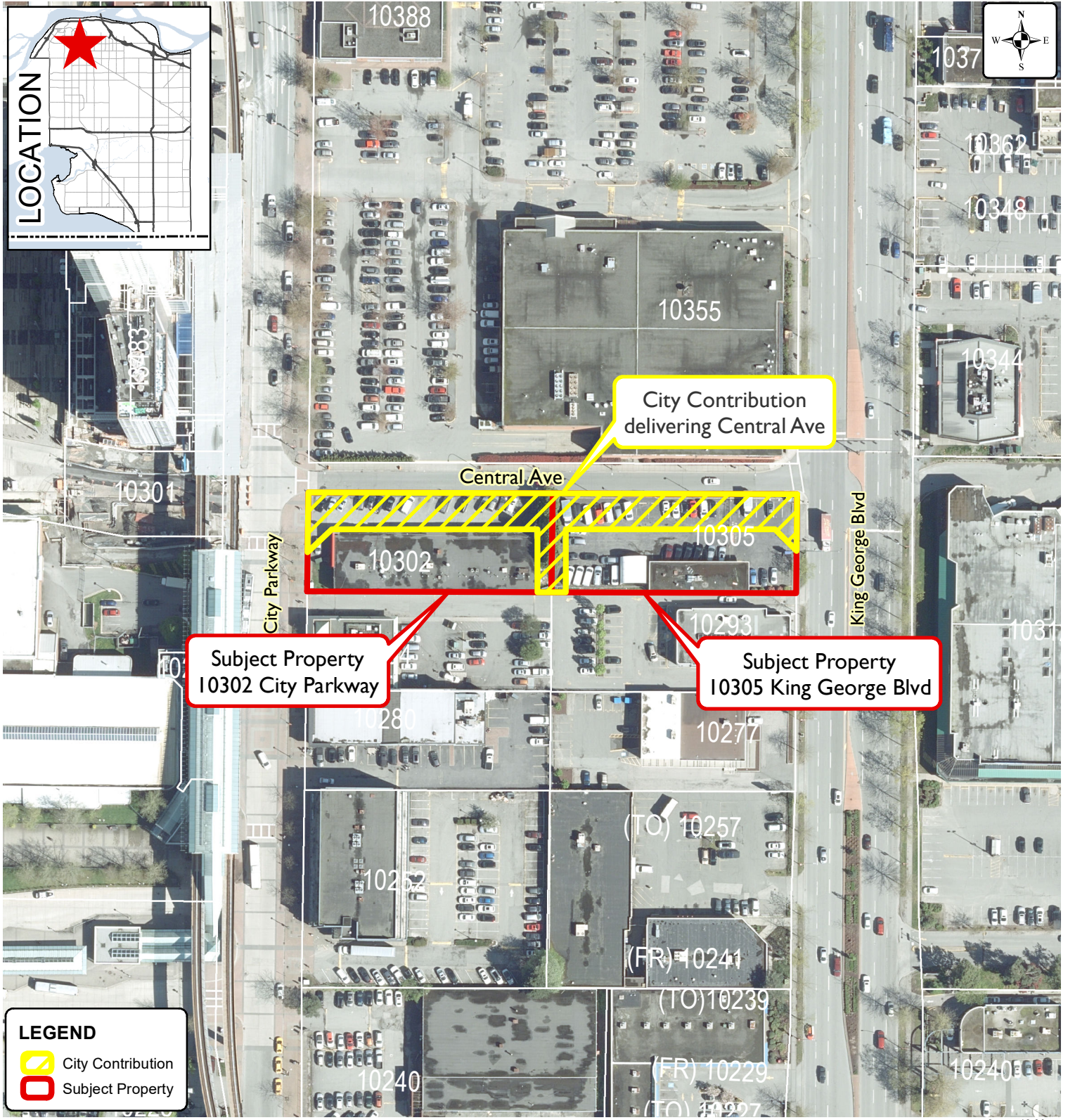


### City Contribution for TPSS Construction: 10353 - 144 Street

### ENGINEERING DEPARTMENT

The data provided is compiled from various sources and IS NOT warranted as to its accuracy or sufficiency by the City of Surrey. This information is provided for information and convenience purposes only. Lot sizes, Legal descriptions and encumbrances must be confirmed at the Land Title Office.

# AERIAL PHOTOGRAPH OF SITE APPENDIX "V"



Produced by GIS Section: 30-May-2018, P205934

Date of Aerial Photograph: April 2017

Scale: 1:1,500



**City Contribution:  
Central Avenue**

**ENGINEERING  
DEPARTMENT**

The data provided is compiled from various sources and IS NOT warranted as to its accuracy or sufficiency by the City of Surrey. This information is provided for information and convenience purposes only. Lot sizes, Legal descriptions and encumbrances must be confirmed at the Land Title Office.

## APPENDIX “VI”

### CONTRIBUTION AGREEMENT

#### SURREY-NEWTON-GUILDFORD LIGHT RAIL TRANSIT PROJECT

THIS CONTRIBUTION AGREEMENT made on the \_\_\_\_ day of \_\_\_\_\_, 2018,

BETWEEN:

**SOUTH COAST BRITISH COLUMBIA TRANSPORTATION AUTHORITY**, an entity continued under the *South Coast British Columbia Transportation Authority Act* (British Columbia)  
400-287 Nelson’s Court, New Westminster, BC V3L0E7

(“**TransLink**”)

AND:

**CITY OF SURREY**  
13450 - 104 Avenue, Surrey, BC V3T 1V8

(the “**City**”)

**WHEREAS:**

- A. The Mayors’ Council on Regional Transportation’s 2014 report entitled *Regional Transportation Investments, a Vision for Metro Vancouver* (the “**Mayors’ Vision**”) identifies the development of a 27-kilometre South of Fraser Light Rail Transit network as a key priority to ensuring that the transportation needs of the region are met.
- B. TransLink, as a regional transportation agency, has the mandate to plan, prioritize, secure funding and deliver transportation and transit projects, and create an integrated transportation and transit system within the regional transportation service region as defined in the *South Coast British Columbia Transportation Authority Act* (British Columbia).
- C. The Mayors’ Vision includes stage one of the South of Fraser Rapid Transit network, which comprises a 10.5 km light rail transit line extending from Guildford Town Centre to Newton Town Centre via Surrey Centre (the “**Project**”).
- D. The City, as the host municipality for the Project, has the mandate of providing governance within its municipal boundaries pertaining to the exercise of powers and duties provided to it by the *Local Government Act* (British Columbia).
- E. The Mayors’ Vision calls on parties to enter into one or more Project Partnership Agreements (a “**PPA**”) whenever the region is making a major investment involving significant cost and risk, the success of which depends on higher degrees of coordination, collaboration and mutually supportive actions by multiple partners. The Project requires such an investment.

F. The PPA for this Project has four components:

- (i) an executed Memorandum of Understanding between TransLink and the City, dated October 12, 2017;
- (ii) a Supportive Policies Agreement between TransLink and the City dated \_\_\_\_\_, 2018;
- (iii) this Contribution Agreement; and
- (iv) a Master Municipal Agreement to be entered into between TransLink and the City prior to the release of the Request for Proposals for the Project (the “**Master Municipal Agreement**”).

G. This Contribution Agreement is intended to confirm certain minimum financial contributions to be made by the City to ensure the success of the Project.

**NOW THEREFORE:**

The Parties hereby acknowledge, confirm and agree as follows:

**1. INTERPRETATION**

**1.1 Definitions**

In this Contribution Agreement, including the Recitals and Schedules hereto, unless otherwise specified or the context otherwise requires, the following words and expressions have the following meanings:

- (a) “**City’s Acquisitions**” means the lands required for:
  - (i) the Newton Realignment, for which the City will obtain lands as road dedications, which, as of the execution date of this Contribution Agreement, are estimated as described in Schedule A, and which may be subject to modifications (increase or decrease in amount of land) as reasonably required by the final design of the Project;
  - (ii) the Road Construction Project, for which the City will obtain lands as road dedications, which, as of the execution date of this Contribution Agreement, are estimated as described in Schedule A, and which may be subject to modifications (increase or decrease in amount of land) as reasonably required by the final design of the Project; and
  - (iii) the Road Widening Project, for which TransLink will obtain lands as road dedications or discharges of statutory rights of way (including bearing the cost of preparation and submittal of plans and other documents required for such dedications or discharges), for which the City will provide necessary signatures and other reasonably required assistance, and which, as of the execution date of this Contribution Agreement, are estimated as described in Schedule A, and which may be subject to modifications (increase or decrease in amount of land) as reasonably required by the final design of the Project;



- (b) “**City’s Contribution**” means the combined value of the City’s Acquisitions, the Construction Costs, and the Other City Costs;
- (c) “**Construction Costs**” means all those out-of-pocket costs that will be incurred by the City for the Road Construction Project;
- (d) “**LRT Service**” means the light rail transit services provided to customers by way of the Project during the Project’s operations and maintenance stage;
- (e) “**Master Municipal Agreement**” has the meaning set out in Recital F;
- (f) “**Mayors’ Council**” means the Mayors’ Council on Regional Transportation as established under the *South Coast British Columbia Transportation Authority Act*;
- (g) “**Mayors’ Vision**” has the meaning set out in Recital A;
- (h) “**Newton Realignment**” means the realignment of parts of 137<sup>th</sup> Street between 71<sup>st</sup> Avenue and 72<sup>nd</sup> Avenue that is required to be undertaken for the Project and which will be undertaken by either the City or the Project, as will be determined by the City and TransLink, in a professional, competent, timely and diligent manner, in accordance with prevailing industry standards and all applicable municipal, provincial and national codes;
- (i) “**Other City Costs**” means those direct costs incurred by the City up to July 1, 2018 relating to the City’s participation in the Project, including staff time and consultants’ fees;
- (j) “**Party**” means a party to this Contribution Agreement and “**Parties**” means all of them together;
- (k) “**PPA**” means the Project Partnership Agreement as set out in Recital E;
- (l) “**Project**” has the meaning set out in Recital C;
- (m) “**Road Construction Project**” means the road construction works on Central Avenue (formerly referred to as 103<sup>rd</sup> Avenue) between City Parkway and King George Boulevard and any necessary laneways that are required to be undertaken for the Project, and that the City will undertake in a professional, competent, timely and diligent manner, in accordance with prevailing industry standards and all applicable municipal, provincial and national codes;
- (n) “**Road Widening Project**” means the widening of King George Boulevard and the widening of 104 Avenue in order to allow the LRT Service to operate along King George Boulevard and 104 Avenue respectively, which will be undertaken by the Project in a professional, competent, timely and diligent manner, in accordance with prevailing industry standards and all applicable municipal, provincial and national codes, and which the City will permit to occur in a timely manner.

## 1.2 Recitals and Schedules

The Recitals and all Schedules to this Contribution Agreement are incorporated into and form an integral part of this Contribution Agreement.

### 1.3 **Number and Gender**

In this Contribution Agreement, words importing the singular number include the plural and vice versa and words importing the neuter, masculine or feminine genders include all genders.

### 1.4 **Headings**

The headings in this Contribution Agreement have been inserted for convenience of reference only and will not affect in any way the meaning or interpretation of this Contribution Agreement.

### 1.5 **Statutory References**

Each reference in this Contribution Agreement to an enactment is deemed to be a reference to that enactment, and to the regulations made under that enactment, as the same may be amended or re-enacted from time to time.

### 1.6 **Status of Agreement**

This Contribution Agreement is intended to be binding and legally enforceable by the Parties.

### 1.7 **Effective Date**

Notwithstanding the execution date of this Contribution Agreement, the effective date of this Contribution Agreement is the date upon which the Mayors' Council approves TransLink's 2018-2027 Investment Plan or such other investment plan (as defined in and required by the *South Coast British Columbia Transportation Authority Act*) that includes the implementation of the Project.

## 2. **CITY CONTRIBUTIONS**

### 2.1 **City's Acquisitions**

- (a) The City will, subject to the terms of this Agreement, contribute to the Project the City's Acquisitions at no cost to the Project or to TransLink. The transfer, discharge or release of the City's Acquisitions to the Project or to TransLink, as the case may be, will be undertaken by the City in accordance with this Agreement prior to the financial closure of the Request for Proposals for the Project.
- (b) Subject to section 2.4(c), for the purposes of calculating the City's financial contribution to the Project, the City and TransLink agree that, as of the execution date of this Contribution Agreement, the City's Acquisitions have an estimated value of:
  - (i) \$12,434,646 for the property interests required for the Newton Realignment and the Road Construction Project; and
  - (ii) \$9,889,514 for the property interests required for the Road Widening Project.

### 2.2 **Construction Costs**

Subject to section 2.4(c), for the purposes of calculating the City's financial contribution to the Project, the City and TransLink agree that the Construction Costs have an estimated value of \$1,000,000 as of the execution date of this Contribution Agreement.

### 2.3 Other City Costs

Subject to section 2.4(c), for the purposes of calculating the City's financial contribution to the Project, the City and TransLink agree that the Other City Costs have an estimated value of \$1,200,000 as of the execution date of this Contribution Agreement.

### 2.4 Value of City Contributions

- (a) Subject to section 2.4(c), the City and TransLink agree that the total value of the City's Contribution is estimated at \$24,524,160 as of the execution date of this Contribution Agreement, being the sum of the estimated values attributed to the City's Acquisitions, the Construction Costs, and the Other City Costs.
- (b) The City and TransLink agree that notwithstanding section 2.4(a), the exact value of the City's Contribution will be finally determined by agreement between the City and TransLink when:
  - (i) TransLink determines the final alignment of the LRT Service, which final alignment must include all property rights necessary to construct, operate, maintain and expand the LRT Service;
  - (ii) the list and value of the City's Acquisitions is known, and the Parties agree that the value of the City's Acquisitions will be adjusted on a pro rata basis with reference to the estimated land areas set out in Schedule A;
  - (iii) the Construction Costs have all been incurred and paid for by the City; and
  - (iv) the Other City Costs have all been incurred.
- (c) The City and TransLink agree that should the final value of the City's Contribution be less than \$12,000,000, the City will work with TransLink to provide additional or other fee simple lands, rights of way, licenses, or other rights such that the City's Contribution to the Project is not less than \$12,000,000 (calculated in 2018 dollars and referenced back to the values of such additional or other fee simple lands, rights of way, licenses, or other rights as of the execution date of this Contribution Agreement).
- (d) Each Party will maintain records as required to support the process outlined in section 2.4(b) and will provide those records to the other Party if requested.

### 2.5 Further Commitments

Each of the City and TransLink agree to act reasonably and use commercially reasonable efforts to negotiate and enter into further agreements to effect and implement the City's financial contributions to the Project, including the Master Municipal Agreement (which will include, as necessary, representations and warranties and further assurances from each of the Parties) or any purchase and sale agreements, rights of way agreements, temporary licences or any other similar agreements reasonably required in respect of the transfer, grants of rights or licensing of the City's Acquisitions and any other rights that the City grants to TransLink.

### **3. MISCELLANEOUS**

#### **3.1 Dispute Resolution**

In the event the Parties at the staff level are not able to resolve a disagreement over the interpretation or application of any provision of this Contribution Agreement in any circumstance, or in the event one Party has not performed an obligation or followed through with a commitment set out in this Contribution Agreement and the Parties cannot agree on what measures or steps should be taken, and by who, to rectify or remedy the situation, and to mitigate the potential adverse impacts to the Project, the Parties will immediately refer the matter in dispute to the Vice President of Transportation Planning and Policy at TransLink and the General Manager Engineering at the City who will meet in person on a priority basis to diligently discuss in good faith a possible resolution. If such individuals cannot resolve the matter in dispute within 15 days of meeting in person (or such other time as the Parties agree), the Parties will immediately refer the matter in dispute to the CEO of TransLink and the City Manager of the City for resolution. If the CEO of TransLink and the City Manager of the City cannot resolve the matter in dispute within 15 days of meeting in person (or such other time as the Parties agree), either Party may refer the matter to be resolved by binding arbitration, in which case each Party will be entitled to full discovery of documents and examination for discovery as provided by the Supreme Court Civil Rules (British Columbia), or any other rules agreed to by the Parties.

#### **3.2 Amendments**

This Contribution Agreement may not be modified or amended except by an instrument in writing signed by each of the Parties.

#### **3.3 Further Assurances**

Each of the Parties will execute and deliver all further documents and instruments and do all further acts and things as may be reasonably required to evidence, carry out and give full effect to the terms and conditions of this Contribution Agreement.

#### **3.4 Notice**

All notices required or permitted to be given under the terms of this Contribution Agreement will be in writing and may be delivered personally, by courier or may be forwarded by first class prepaid registered mail to the addresses set forth on page 1 of this Contribution Agreement or at such other addresses as may from time to time be notified in writing by the Parties. Any notice delivered will be deemed to have been given and received at the time of delivery.

#### **3.5 Assignment**

This Contribution Agreement and the rights, duties and obligations of any Party under this Contribution Agreement will not be assigned by any Party without the prior written consent of the other Parties and any attempt to assign the rights, duties or obligations under this Contribution Agreement without such prior written consent will be of no effect, provided that TransLink may, upon providing written notice to the City, assign this Contribution Agreement to the Province of British Columbia or any project delivery agent for the Project.

IN WITNESS WHEREOF the Parties have executed this Contribution Agreement on the day and year first above written:

**SOUTH COAST BRITISH COLUMBIA  
TRANSPORTATION AUTHORITY**, by its  
authorized signatory

By: \_\_\_\_\_  
Name:  
Title:

**CITY OF SURREY**, by its authorized signatory

By: \_\_\_\_\_  
Name:  
Title:

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