

TO: CITY MANAGER March 8, 2000
FROM: DIRECTOR PLANNING AND BUILDING OUR FILE: 08.230.3
SUBJECT: BURNABY/RAPID TRANSIT PROJECT 2000 LTD/TRANSLINK
 SKYTRAIN AGREEMENT
PURPOSE: To seek Council authority to enter into an Agreement with Rapid Transit Project 2000 Ltd. and TransLink on SkyTrain matters in Burnaby.

RECOMMENDATIONS:

1. **THAT** Council authority be provided to ratify the draft Agreement *attached* to this report between the City, Rapid Transit Project 2000 Ltd. and TransLink on matters relating to the provision of SkyTrain within the City of Burnaby and that a Bylaw be brought down to authorize the Agreement.
2. **THAT** if Council concurs with Recommendation 1 above, and gives three readings to the Bylaw, the City grant temporary access to the five City owned lands referred to in the draft Agreement pending final adoption of the authorizing Bylaw.
3. **THAT** a copy of this report be forwarded to the Hon. G. Bowbrick, Minister Responsible for SkyTrain; George Puil, Chair, TransLink and to the Burnaby MLA's.

REPORT

1.0 BACKGROUND

On several previous occasions, Council has received reports on the status of SkyTrain as it relates to the Lougheed Corridor within the City. The various issues raised and pursued by Council during the time that this Project has evolved have been complex and time consuming. The City's sole objective in pursuing these issues has been to achieve the best possible integration of the system within the context of the City's and the Region's land use and growth management objectives. At its meeting of 2000 February 07, Council authorized staff to work with Rapid Transit Project Office (RTPO) and TransLink to prepare an Agreement on SkyTrain matters in Burnaby for the consideration of Council. At that same

time, Council requested a further report on security issues surrounding SkyTrain stations as well as more specific information of the use of Municipal Integration Funds (MIF) in Burnaby and how they relate to the City's normal development related requirements.

The purpose of this report is to present the draft Agreement and to seek Council authority for its ratification by the City. A copy of the draft Agreement entitled, "Burnaby Access Agreement" including information on the MIF and RTPO items is *attached (Attachment 1)*. The schedules accompanying the Agreement have not been included in this report because of their overall dimensions and volume. They, however, have been included under separate cover to members of Council. Copies of the full Schedules are available for viewing at the Planning and Building or Clerk's Departments.

Information on the security aspects of the stations is to be the subject of a future report to Council, once requested information from RTP 2000 and TransLink is received.

2.0 THE DRAFT AGREEMENT

2.1 Overview

Since the last report to Council, staff have been working with the RTPO and TransLink to prepare a "made in Burnaby" agreement that seeks to incorporate the specifics that have been identified by Council and agreed to during the course of our discussions. These specifics relate to the location of stations, treatment of the stations themselves, their plaza areas, utility upgrades, undergrounding of overhead wiring, property acquisitions, street frontages and adjacent roadways. They also relate to the variety of works resulting from the placement of the guideway within the Lougheed Highway right-of-way.

As a backdrop to the preparation of the Agreement, RTP 2000 has indicated that they are exercising their jurisdictional authority concerning their use or development of land. As such, RTPO have indicated that they will not be applying for building permits or other permits and also will not be subject to any permit or development cost charges (City and GVRD). Notwithstanding this, the City will be pursuing a rezoning process. The RTPO agrees to cooperate with this process, so long as it does not prejudice the project schedule. Staff will not be allocating resources to review the station, substation or bus loop building plans for code compliance or providing inspection services in view of the position taken by the Project. RTP 2000 is aware that any liability in this regard rests with them.

The Agreement provides for six stations at Gilmore, Brentwood, Holdom, Sperling, University (Production) and Lougheed Town Centre Station. The design and finish of the stations (subject to overall budget considerations) will be generally consistent with the station drawings presented at the Public Hearings. Provision for the Lake City Station is included in the Agreement with it intended to be operational by 2004 January 1.

From an overall project perspective, staff is of the view that the project elements, particularly around the areas immediately adjacent to the station entrances, have improved as a result of the enhancement fund provided by the RTPO. As is more specifically outlined in *Schedule A*, the Agreement identifies four differing levels of urban frontage treatment within the station areas. The first is the *full* urban standard, including concrete curb and gutter, stamped concrete front boulevard, pedestrian lighting, with street trees and grates. This standard is being applied to all those station areas under the responsibility of the RTPO and takes in about 830 lineal metres of frontage or 37% of the total station frontages in the City. The second standard is the *partial* treatment which involves the same elements as the *full* standard, but with more limited pedestrian lighting. This treatment is limited to the Lougheed Town Centre Station and involves some 310 linear metres of frontage or 14% of the total station frontages. The third category is the *basic+* which is the same as the *partial* with the exception of a broom brushed, rather than stamped concrete front boulevard, and the elimination of street trees and grates. This standard is also limited to the Lougheed Town Centre Station and involves 100 lineal metres of frontage or 4% of the total station frontages. The fourth standard is the *basic* frontage which is limited to concrete curb and gutter and sidewalk (with no front boulevard, with the exception of the Gilmore Station). This category involves 1,000 lineal metres or about 45% of the total station frontages.

In terms of the Lougheed Highway improvements, the areas proposed for modification or improvement as a result of the placement of the guideway or stations have been identified in *Schedule A* of the Agreement. Generally speaking, the Lougheed Highway retains its arterial function with two moving lanes in each direction, including a combined emergency stopping/bike lane. Provision has been made for expansion to three lanes at key intersections and in the vicinity of the Brentwood Town Centre. The standards used for lane widths and offsets from columns are considered supportable. Median treatments are basic, characterized by extruded curbs and asphalt caps. Engineering and Planning staff are meeting to prepare recommendations on the expenditure of the \$1 million provided by RTP 2000 to allow for utility and other infrastructure upgrades along the corridor.

From the City's perspective, the Agreement provides greater certainty as to what will be provided in the City by both RTPO in their base budget and by the Municipal Integration Fund (MIF). While many aspects have not yet been the subject of specific designs, the standards and descriptions included in the Schedules accompanying the Agreement are intended to avoid confusion or misunderstanding about future commitments. More specifically, this was considered important to ensure that the Project was properly integrated within the City and to avoid financial and physical consequences to the City resulting from uncoordinated works along the alignment or having to respond to unforeseen impacts.

Obviously, a prime concern of the City is that the works agreed to be funded by RTP 2000 and MIF are completed. In the event of overall budget shortfalls, it is likely some priority decisions will have to be made in the future. The Agreement provides for RTPO and

TransLink to consult with the City in any proposed MIF reduction decisions intended to address such a shortfall. Documentation will be requested on the expenditures in Burnaby should budget shortfalls (either by RTP 2000 or MIF) beyond the provided contingency amounts become an issue in the future. If specific shortfalls do occur in the future, Burnaby related items will have the ability to receive consideration for additional funding from the overall project contingency, if viewed as priorities by TransLink and RTPO.

From RTPO and TransLink's perspective, the Agreement provides access to required City lands for the construction and operation of the system. It also establishes a basis for the City and the Project to work cooperatively towards achievement of the defined product within the construction timetable and budget established for the Project.

A summary of the principal elements of the Agreement organized under the headings of RTPO, TransLink, Joint RTPO and TransLink and City Commitments is as follows:

2.2 RTPO Commitments

Under the Agreement, RTPO will:

- a. fund and construct the guideway and six stations at Gilmore, Brentwood, Holdom, Sperling, University and Lougheed Town Centre (as depicted in *Schedule C* to the Agreement);
- b. fund and construct the urban frontages to the full Burnaby standards as more specifically shown and described in *Schedule A* of the Agreement. This Schedule incorporates the completion of up to \$380,000 of work by RTPO for agreed to urban frontage and plaza enhancements at the stations;
- c. acknowledge and support the use of \$4.804 million from the MIF Fund for the construction of the Lake City Station and its associated improvements. It agrees that the station will be built to a standard similar to the other stations and be operational by January 1, 2004 subject to force majeure (acts of God and other causes beyond their control);
- d. agree to the Lake City Way/Lougheed Highway intersection being constructed to the agreed to standard (as depicted on *Schedule G*) and as part of the Phase 1 Millennium Line;
- e. construct new services directly required for the guideway and station areas and relocate and reinstate on a like for like basis all streets, utilities and storm drains impacted by the Project;

- f. contribute \$1 million for upgrading or replacement of utilities considered outside of the scope of the Project;
- g. construct the access bridge over Lougheed Highway at Brentwood Station in accordance with the layout and dimensions agreed to (as depicted in *Schedule F* in the Agreement);
- h. provide up to \$600,000 for acquisition of land for road widening on the north and south side of Lougheed Highway west of Willingdon;
- i. provide up to \$350,000 for agreed to undergrounding of overhead wires west of Sperling Avenue, between Lougheed Highway and Winston/BNR;
- j. ensure that the design and finish of the stations will be generally consistent with the stations drawings provided by RTPO for Public Hearing related to the City's rezoning process, subject to budget considerations;
- k. agree to provide the Lougheed Highway related improvements as affected by the guideway and as depicted and described in *Schedule A*;
- l. obtain all required environmental approvals from Federal and Provincial Agencies as required;
- m. exercise their jurisdictional authority concerning their use or development of land. As such, RTPO have indicated that they will not be applying for building or other permits and will also not pay any permit or development cost charges. Notwithstanding this, the City will be pursuing a rezoning process. The RTPO will cooperate in this process so long as it does not prejudice the project schedule;
- n. indemnify and hold the City harmless from all claims or damages associated with its performance of or failure to perform obligations under the Agreement and from all claims arising out of the construction or operation of the line, except to the extent that such claims are caused or contributed by the City or others.

2.3 TransLink Commitments

Under the Agreement, TransLink will:

- a. pay the sum of \$11.7 million for the construction of the Lake City Station to be operational by January 1, 2004 (subject to force majeure);

- b. support the use of the \$4.804 million from the MIF Funds for the Lake City Station and its associated works;
- c. agree that the Lake City Station will be constructed to a standard similar to the other Millennium Line stations;
- d. agree that the Lake City Way/Lougheed Highway intersection will be constructed as a Millennium Line element to the agreed to standard as depicted in *Schedule G*.

2.4 RTPO/TransLink Commitments (MIF)

Under the Agreement, RTPO and TransLink agree to:

- a. provide a range of works specifically identified in *Schedule A* that are to be paid for under the Burnaby portion of the MIF Fund (\$16.04 million). These works are diverse and include bus loops, adjacent road improvements, urban frontages and plaza extensions at stations, pedestrian pick up and drop off areas, improved intersections and traffic signalization;.
- b. deal with anticipated cost overages (in relation to the cost estimate) on the identified Burnaby MIF items in the following sequence:
 - i) firstly, from the contingency for that item within the pooled contingency funds, and if that is insufficient, then
 - ii) secondly, from the overall Project pooled contingency, or dealt with by a reduction in scope of the Burnaby MIF items to be determined in consultation with the City of Burnaby.

2.5 City Commitments

Under the Agreement, the City will:

- a. provide, at no cost, registerable statutory rights of way and temporary working areas involving identified portions of five city parcels identified on *Schedule B* to construct and operate the SkyTrain system and its associated works;
- b. work cooperatively with RTPO and TransLink with the mutual objective of completing the Project within its allotted budget and associated construction schedule (as depicted in *Schedule E* of the Agreement). The City will not be providing building permit processing or inspection services to the Project in view of their position concerning their unwillingness to follow the City's normal practices;

- b. work cooperatively with RTPO and TransLink with the mutual objective of completing the Project within its allotted budget and associated construction schedule (as depicted in **Schedule E** of the Agreement). The City will not be providing building permit processing or inspection services to the Project in view of their position concerning their unwillingness to follow the City's normal practices;
- c. support RTPO in its objective in securing a statutory right-of-way for the Gilmore station at no cost.

3.0 RATIFICATION

Under the B.C. Transit Act, municipal agreements with the Province relating to SkyTrain must be authorized by Bylaw. Therefore, appearing elsewhere on this Agenda is an authorization Bylaw for three readings. The Bylaw is being advanced concurrently with this report because of the need of the RTPO to access the City lands immediately to begin preparatory work. If Council concurs with the contents of the recommended Agreement, it is being further recommended that the City grant RTP 2000 temporary access to the five City owned lands referred to in the draft Agreement pending final adoption of the authorizing Bylaw. This responds to the Project's tight schedule commitments and the need to gain access to the City's property at Sperling Avenue by mid-March.

The Burnaby Access Agreement is being forwarded to the TransLink Board for its approval on 2000 March 15. Formal RTPO endorsement will follow.

4.0 CONCLUSION

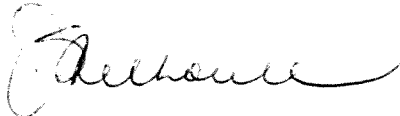
The Province has indicated that both the budget and construction timetable for SkyTrain are fixed. Furthermore, the Province has stated that it is exercising its jurisdictional authority with respect to responding to the City's normal review and permit processes (including the non payment of applicable fees) to ensure that these two objectives are met. Without success, staff urged the RTPO to voluntarily comply with our regular processes, as has been the normal practice in the past. In support of their position, RTP 2000 has indicated that it has provided a package of substantial benefits to the City as a result of the negotiated settlement, and as well it is concerned that the City's regulatory process could impose delays to the timing of its construction program.

Overall, a variety of standards are met that provides a total package considered superior to our previous reportings to Council. The design and finish of the six stations in Burnaby will be generally consistent (subject to overall budget considerations) with the Public Hearing Drawings. Portions of key urban frontages directly abutting portions of the stations will be developed to the City's full urban standards. Other less strategically located urban frontages will be developed to a more austere standard with the intent that future

redevelopment or City initiatives can provide improved standards.

An issue that needs further evaluation relates to the details of the City's use of the \$1 million servicing upgrade fund. This relates to the fact that the Agreement provides for RTP 2000 to apply a "like for like" approach for relocation and reinstatement of existing services. In several instances, there may be benefits in providing upgrades to existing services at the time of the Project construction. These, along with other possible City initiatives to deal with items such as the extension of the Gilmore Avenue improvement project from Dawson to Lougheed Highway, supplemental street lighting and median treatment improvements are currently being reviewed by Engineering and Planning and will be the subject of a further report to Council.

The provision of Rapid Transit along the Lougheed Corridor is a key element in directing growth from both the regional and City perspectives. Since the time of the announcement of the SkyTrain technology and the priority given to the Lougheed Corridor, Council and staff have tried to work constructively with the RTPO and TransLink to provide the best possible product for the City, the users of the system and its neighbours. With the budget and construction timelines fixed in advance of completed designs and the Province exercising its jurisdictional authority in relation to the normal review and approval processes, it has not been possible to achieve full satisfaction on all issues raised by the City. However, the total package of SkyTrain related improvements under MIF and RTP 2000 enhancements for Burnaby is approaching \$35 million (excluding the guideway and RTP 2000 basic station costs). Within this context, staff are of the opinion that the Agreement as reached and recommended in this report represents the best package and statement of commitment that could be achieved.


D.G. Stenson, Director
PLANNING AND BUILDING

JSB/BLS:sa
Attachment

cc: Director Engineering
Director Finance
Director Parks, Recreation and Cultural Services
City Solicitor
Chief Building Inspector

BURNABY ACCESS AGREEMENT

This Agreement is made as of March • , 2000,

BETWEEN:

CITY OF BURNABY
4949 Canada Way
Burnaby, BC V5G 1M2

(the "City");

AND:

BRITISH COLUMBIA TRANSIT
c/o Rapid Transit Project 2000 Ltd.
2000 - 1050 West Pender Street
Vancouver, BC V6E 3S7

("RTPO");

AND:

GREATER VANCOUVER TRANSPORTATION AUTHORITY
4330 Kingsway, Burnaby, BC
V5H 4H9

("TransLink").

RECITALS:

A. The Province of British Columbia (the "Province") is, pursuant to Section 33 of the *Greater Vancouver Transportation Authority Act*, responsible for planning, designing and constructing the proposed extension of the skytrain system (the "Project"), including the portion of the Project that will be within the boundaries of the City of Burnaby (the "Line") and is related to the completion of the L-line from New Westminster to Vancouver via Lougheed Mall (the "Millennium Line");

B. British Columbia Transit is carrying out the Project on behalf of the Province, and the Rapid Transit Project 2000 Ltd. is acting as agent for British Columbia Transit and as agent for the Province for purposes of the Project;

C. TransLink intends to operate the Project, once constructed, as part of TransLink's regional transit system;

D. The Province and TransLink have agreed to a Cost Sharing Agreement (the "CSA"), dated as of March 1, 2000, relating to the Project which provides, inter alia, for:

- (i) certain works (the "MIF Items", which are listed in Schedule "A" to this Agreement and also incorporated in the plans included in Schedule "A") to be constructed by RTPO and TransLink in relation to the Project and paid from a joint fund (the "MIF Fund") created by the CSA; and
- (ii) TransLink to assist the Province in obtaining from the City of Burnaby the required access for the Project to streets (or portions thereof within the City) (the "City Streets") and those City-owned properties (or portions thereof) (the "Fee Simple Properties") necessary for the Project (the City Street and Fee Simple Properties are collectively referred to as the "City Lands", descriptions and plans showing the affected areas of the Fee Simple Properties are included in Schedule "B" to this Agreement), all at no cost to the Province;

E. By a letter dated November 9, 1999 RTPO requested access to the City Lands. The City replied to RTPO's request by a letter dated December 9, 1999, noting certain design and funding issues to be settled. Those issues have now been resolved and so, pursuant to that exchange of correspondence and as contemplated by the CSA, the City hereby agrees to the construction of the Project within the boundaries of the City based on the Project's intended route and construction schedule, and the City also agrees to provide access to the City Lands, all as provided for in this Agreement;

NOW THEREFORE in consideration of the mutual promises contained herein and other good and valuable consideration, the parties agree, each with the others, as follows:

1. City Consent and Access Commitment

1.1 The City hereby consents and agrees to the construction of the Project within the City's boundaries following the agreed route, as shown on the plans attached as Schedule "C".

1.2 The City hereby grants free and unobstructed rights of access to and use of the City Streets and the affected areas of the Fee Simple Properties for construction by RTPO of the Project, and for operation of the Line by TransLink.

1.3 The portions of the Fee Simple Properties that RTPO expects to be affected or required for the Project (the "Affected Areas") are shown on Schedule "B". The City though agrees that if other areas within 5 metres of the Affected Areas are necessarily required in addition to, or in substitution for, such Affected Areas then those will be added to the City Lands upon request by RTPO. Without limiting the generality of the agreement to provide access in section 1.2 above, the City will, when requested by RTPO or TransLink, grant and provide as follows:

- (a) to RTPO, at no cost, the right to construct and operate the Project (and ancillary works and enterprises) above, on and under the City Streets wherever required in relation to the Project;
- (b) to RTPO, at no cost and in the form attached as Schedule "D", registerable statutory rights of way to construct and operate the Project (and ancillary works and enterprises) above, on and under the applicable portion of the Fee Simple Properties wherever required in relation to the Project. RTPO will be responsible at its cost for arranging for the legal and other requirements to effect the registration of the statutory rights of way; and
- (c) to RTPO, at no cost, temporary rights of way for access and use of other areas of City Streets wherever reasonably required in relation to the construction of the Project, including those areas necessary for staging and work locations.

The above rights will be freely assignable by RTPO to the Province or to other agents of the Province, and may be freely used for construction purposes by the Project's contractors and subcontractors. RTPO may also lease or assign such rights to TransLink in relation to TransLink's operations, as contemplated by the CSA.

2. Cooperation and Work Priority

2.1 The City, RTPO and TransLink agree to work cooperatively with each other with the mutual objective of completing the Line within the Project's budget and construction schedule (the "Project Schedule", which is attached as Schedule "E").

2.2 The City agrees to treat the Project as a high work priority, and will ensure that it processes all permits, requests and applications made in relation to the Project (such as utility relocations) and to respond to requests for review of plans and similar matters in a timely fashion to prevent delay of any construction activity caused by matters under the City's control.

3. Permits

3.1 The City acknowledges that RTPO has and is exercising its jurisdictional authority concerning its use or development of land. Without limiting the above mentioned jurisdictional authority, RTPO and the City will proceed as follows:

- (a) no building or other permits will be obtained by RTPO or its contractors or agents for the guideway, stations, substations, bus loops, other improvements or other portions of the Project;
- (b) no development permits, preliminary plan approvals or other types of development, planning, construction, or similar permits or approvals from the City will be obtained,

and no permit fees, no development cost charges and no other regional or municipal fees or charges will be paid for the Project;

- (c) the City acknowledges the advice of RTPO that, due to its jurisdictional authority, the Project will not be pursuing rezoning. RTPO acknowledges the advice of the City that it is following a rezoning process for stations for its own purposes. The City will process its rezoning as expeditiously as possible. RTPO will cooperate with the City in its process by providing information and making presentations; and
- (d) RTPO has obtained CEAA approval for the Project, and will obtain other required environmental approvals from federal and provincial agencies as required for the work.

4. RTPO's Commitments

4.1 RTPO will:

- (a) provide the City with all drawings related to utility and storm drainage extension and relocation for review and confirmation that the proposed utility works comply with appropriate engineering standards;
- (b) relocate and reinstate on a like-for-like basis all streets, utilities and storm drains impacted by the construction of the Project. The like-for-like reinstatement would include:
 - pavement restoration
 - widening of Lougheed Highway with necessary overlay
 - sanitary and storm sewer reinstatement or replacement as required
 - undergrounding of overhead wires (if agreed to)
 - culverts and ditches that must be reinstated or replaced, as required, due to road work or drainage connections to the Project.
 - dealing with potential underground storage tank at Sperling (if impacted by the Project) including necessary remediation related to the Project
 - requirements imposed by federal and provincial agencies related to the work.

Designs for reinstatement of City utilities are to be submitted to the City with related information such as geotechnical and pavement structure evaluation.

If the City pays for the agreed incremental cost of an upgrade done at its request then the upgrade work will be done, with agreement by RTPO and the City on the details, provided it fits within the Project Schedule and Project approvals.

- (c) contribute \$1 million for upgrading or replacement of utilities considered outside of the scope of the Project (under arrangements to be settled between RTPO and the City, or if the arrangements cannot be settled by agreement, then as determined by a single arbitrator under the rules for domestic commercial arbitration of the B.C. International Commercial Arbitration Centre). This work will be mutually defined by the City and RTPO prior to construction contracts being let. RTPO will be responsible to replace water mains, streetlights and other utilities impacted by the Project. Replacement of water mains (the "Water Main") along Lougheed Highway is not within the Project scope and so, at the City's option, it may be paid for from this upgrade fund. The undergrounding of overhead wires that are not directly affected by construction of the Project is also agreed to be an upgrade;
- (d) construct the access bridge over Lougheed Highway at Brentwood Station in accordance with the layout and dimensions shown on the drawing attached as Schedule "F"; and
- (e)
 - (i) complete up to \$380,000 of work for the agreed urban frontage enhancements as incorporated in the plans included in Schedule "A" to the Agreement;
 - (ii) provide up to \$600,000 for acquisition of land for road widening on the north side of Lougheed Highway, west of Willingdon (under arrangements to be settled between RTPO and the City, or if the arrangements cannot be settled by agreement, then as determined by a single arbitrator under the rules for domestic commercial arbitration of the B.C. International Commercial Arbitration Centre); and
 - (iii) complete \$350,000 of work for the agreed undergrounding wires west of Sperling Avenue (between Lougheed Highway and Winston/BNR) (under arrangements to be settled between RTPO and the City, or if the arrangements cannot be settled by agreement, then as determined by a single arbitrator under the rules for domestic commercial arbitration of the B.C. International Commercial Arbitration Centre);
- (f) provide the necessary servicing associated with the stations, substations and guideway including items such as road works, storm drainage, sanitary sewer, water

main extensions, fire hydrants and lighting related to their direct impact or functional needs;

- (g) acknowledge and support the use of \$4.804 million from the MIF Fund for the construction of the Lake City Station, and its associated improvements. RTPO agrees that the Lake City Station will be constructed to a standard similar to other Millennium Line stations and be operational by no later than January 1, 2004 (subject to events generally considered to be force majeure for contractual commitments, and for an estimated total cost of \$16.5 million, of which \$4.804 million is to be allocated from the MIF Fund and \$11.7 million is to be paid by TransLink as per section 6.1(a) of this Agreement). The proposed improvements to the Lake City Way/Lougheed Highway intersection will be constructed as a Millennium Line element, and will be consistent with the drawings prepared by Hunter Laird (which are attached as Schedule "G" to this Agreement);
- (h) ensure that the design and finish of stations will be generally consistent (subject to budget considerations) with the station drawings provided by RTPO for public hearings related to the City's rezoning process; and
- (i) provide the base works relative to the station plaza and frontage areas and Lougheed Highway improvements, all as shown in the plans attached as Schedule "A" to this Agreement.

5. City's Commitments

5.1 The City will:

- (a) notify RTPO by March 31, 2000 whether the City wishes to elect to upgrade the Water Main or to pay for other upgrades, and the City will provide the required funds to do so (in excess of what it chooses to apply from the utility upgrade fund) when it requests such work;
- (b) become an active member in the partnering arrangement between RTPO and its contractors under which all participants agree to work together to achieve construction of the Project in a cooperative manner within the timetable and budget established for the Project;
- (c) support RTPO in its objective in negotiations with Standard Life (the owner of the property on which Gilmore Station will be constructed) to achieve dedications of a statutory right of way through those lands for guideway and station at no cost to RTPO; and

- (d) accept and support the construction and operation of the Line by RTPO and TransLink following the terms of its commitments under this Agreement.

6. TransLink's Commitments

6.1 TransLink will:

- (a) pay the sum of \$11.7 million to RTPO for the construction of the Lake City Station, and its associated improvements. This amount will be paid as invoiced by RTPO as construction proceeds. TransLink will also acknowledge and support the use of \$4.804 million from the MIF Fund for such work. TransLink agrees that the Lake City Station will be constructed to a standard similar to other Millennium Line stations and be operational by no later than January 1, 2004 (subject to events generally considered to be force majeure for contractual commitments, and for an estimated total cost of \$16.5 million). The proposed improvements to the Lake City Way/Lougheed Highway intersection will be constructed as a Millennium Line element and will be consistent with the drawings prepared by Hunter Laird (which are attached as Schedule "G" to this Agreement);

7. MIF Items

7.1 RTPO and TransLink will provide the MIF Items (in accordance with the list of descriptions and as shown on the plans attached as Schedule "A" to this Agreement) with funding to be drawn from the \$16,041,000 allocated for Burnaby works (which is inclusive of pooled contingency amounts and exclusive of the \$11.7 million TransLink payment for Lake City station referred to in 6.1(a) above) as part of their CSA.

7.2 The parties agree to the principles of the CSA for dealing with MIF Items which are shown in Schedule "H".

8. Indemnity

RTPO agrees to indemnify and hold the City harmless from and against all claims or damages arising out of or in any way connected with its performance of or failure to perform obligations under this Agreement and from all claims that it may cause arising out of the construction or operation of the Line, except to the extent that such matters or claims are caused or contributed to by the City or TransLink (or those for whom they are at law responsible). The City reserves any rights that it may have at law to seek indemnity from TransLink or any other person for any claims that they may cause arising out of this Agreement or the construction or operation of the Line.

9. **Effect**

9.1 Execution of this Agreement by all parties shall provide RTPO with immediate access to the City Lands to continue construction of the Project. RTPO, TransLink and the City agree to thereafter work out arrangements and details between them in a timely fashion.

THIS AGREEMENT is signed by the parties as witnessed below.

CITY OF BURNABY

Per: _____
Authorized Signatory

RAPID TRANSIT PROJECT 2000 LTD.
as agent for **BRITISH COLUMBIA TRANSIT**

Per: _____
Authorized Signatory

GREATER VANCOUVER TRANSPORTATION AUTHORITY

Per: _____
Authorized Signatory

SCHEDULES A - H

The schedules to the Burnaby Access Agreement are contained in a separate Schedule Book, which forms part of this Agreement, containing the following:

- Schedule A Description of SkyTrain Related and Lougheed Highway Works Distributed by RTPO and MIF Cost Responsibilities
- Schedule B City of Burnaby Lands Required for Guideway
- Schedule C SkyTrain Route
- Schedule D Statutory Right-of-way Agreement
- Schedule E Project Schedule
- Schedule F Brentwood Station Land Bridge
- Schedule G Lake City Way / Lougheed Highway Intersection
- Schedule H MIF Principles

The signatories to the Access Agreement have signed the title page of the Schedule Book for identification.

These Schedules have not been included in this report because of their size and volume. They have, however, been provided to members of Council under separate cover.

Members of the public can review these Schedules at the Planning and Building Department or Clerk's Department of the City of Burnaby.

