## PROJECT COLLABORATION AGREEMENT

THIS AGREEME	NT is made the 21 <sup>31</sup> day of October, 2021 (the "Effective Date").
BETWEEN:	
	CITY OF PITT MEADOWS
	(the "City")
AND:	
	METRO VANCOUVER HOUSING CORPORATION
	("MVHC")
AND:	
	DISCOVERY PLAYHOUSE CHILDREN'S SOCIETY
	("Discovery")

#### WHEREAS:

- A. The parties have discussed their mutual desire to collectively pursue the development of an Affordable Housing Project (the "Project") on the following lands legally and beneficially owned by the City:
  - (i) the property located at 119B Avenue, Pitt Meadows, BC, and legally described as LOT 2 SECTION 1 BLOCK 5 NORTH RANGE 1 EAST NEW WESTMINSTER DISTRICT PLAN BCP 32780, PID: 027-242-269 (the "Civic Centre Site"); and
  - (ii) the lot adjacent to the Civic Centre Site, located at Lot 2 Section 1 Block 5 North Range 1 East New Westminster Plan BCP33918, PID: 027-332-322 (the "Adjacent Lot", and together with the Civic Centre Site, the "Property"),

in each case as outlined in Schedule "A" hereto.

B. The parties plan to co-develop the Property to provide the following in connection with the Project:

- (iii) approximately 120 affordable units, with a residential focus on lower-income seniors, families, people with disabilities, and City essential service workers, with the intent to pursue deeper affordability with support from BC Housing and or CMHC funding programs as opportunities emerge, or offer a minimum level of affordability as agreed to by both Parties;
  - a minimum of 30% of units at rents affordable to (set at 30% of) monthly income equivalent to 70% of provincial HILS and the remainder at Low End of Market (LEM) rents;
- (iv) an integrated childcare facility on the ground floor of the building (the "Childcare Facility"), of approximately 7,000 square feet and separated outdoor play space, to be leased directly by the City to Discovery, the City's preferred daycare operator; and
- (v) indoor and outdoor amenities for residents.
- C. The City, in collaboration with MVHC and Discovery, has applied for and received approval for funding in the amount of \$1,991,803 under the Province of British Columbia's Child Care BC New Spaces Fund (the "Childcare Funding") to support the construction and capital purchase costs of developing the Childcare Facility to a licensed, operable state, which will be subject to the terms and conditions of a funding agreement to be entered into between the City and the Province (the "Childcare Funding Agreement");
- D. The parties wish to enter into this Agreement for the purpose of:
  - clarifying goals and ensuring mutual understanding of the Project and the roles and responsibilities of each party in connection therewith;
  - (ii) ensuring a mutual understanding on the scope, schedule, and budget of the Project;
  - (iii) ensuring a mutual understanding of the proposed terms of a future lease agreement with MVHC as well as lease arrangements with the childcare operator;
  - (iv) outlining the terms by which MVHC and its consultants may access the Property and pursue initial site studies;
  - (v) encouraging a positive environment within which the parties can collaborate to improve and expand the provision of affordable housing and childcare in the City;
  - (vi) providing a mechanism for continuing dialogue between the parties;

- (vii) enhancing the expertise of the City and MVHC in the development of affordable housing; and
- (viii) clarifying the allocation and use of the Childcare Funding.

NOW THEREFORE, in consideration of the premises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

#### 1. PROJECT ROLES AND RESPONSIBILITIES

- (a) The parties hereby acknowledge and agree that each party's respective roles and responsibilities pertaining to the Project are set forth in Schedule "B" hereto, which Schedule "B" forms an integral part of this Agreement as if set out at length in the body of this Agreement and may be amended or replaced by the parties from time to time.
- (b) Each party represents, warrants and agrees that all of its activities under Schedule "B" hereto shall be performed diligently, with reasonable care, by competent and qualified personnel, on a timely basis, and in accordance with all applicable laws, good industry practices and the provisions of this Agreement.
- (c) For greater certainty, with respect to the responsibilities of the City under Schedule "B" hereto:
  - the obligations to grant leasehold interests in the Property are subject to compliance with all statutory obligations to give notice of an intention to dispose of an interest in lands and to grant assistance; and
  - (ii) no reference to OCP/Rezoning applications or other approvals shall in any way fetter, limit or restrict the City's Council in the exercise of its legislative discretion.

#### 2. COMMUNICATIONS

- (a) The parties will work together in good faith to establish a means of open communication which will enable the parties to apprise each other of issues of relevance in connection with the Project and will ensure an accurate, consistent, and surprise-free working environment.
- (b) Without limiting the generality of Section 2(a) above, the parties will:
  - (I) promptly communicate any policies and directives issued that may impact the Project;

- (ii) provide regular updates regarding the progress of its activities under Schedule "B" hereto, including any material developments in connection therewith;
- (iii) apprise each other of any undertakings it may be planning with other levels of government in connection with the Project; and
- (iv) work together in good faith to build a strong relationship to promote and enhance the availability of affordable housing in the City.

## 3. USE OF CHILDCARE FUNDING

- (a) Unless otherwise agreed upon by the parties in writing, the parties shall allocate and use the Childcare Funding solely for the purpose of completing the Project as follows:
  - (i) \$1,857,800 of the Childcare Funding shall be allocated to MVHC for consulting services, site development costs, and infrastructure costs, including contingency and escalation, in accordance with the Childcare Funding Agreement;
  - (ii) \$79,500 of the Childcare Funding shall be allocated to MVHC for capital and other purchases to bring the Childcare Facility into a licensed, operable state in accordance with the Childcare Funding Agreement, as described in further detail in Schedule "B" hereto; and
  - (iii) \$54,500 of the Childcare Funding shall be allocated to Discovery for capital and other purchases to bring the Childcare Facility into a licensed, operable state in accordance with the Childcare Funding Agreement, as described in further detail in Schedule "B" hereto.
- (b) The City shall at all times during the term of this Agreement comply with the terms and conditions of the Childcare Funding Agreement and each of MVHC and Discovery shall provide reasonable assistance to the City in connection with the performance of its obligations thereunder.
- (c) Each party will be responsible for any expenditures in excess of their allocation of the Childcare Funding to achieve their respective deliverables for the Project and for performing their respective roles and responsibilities pertaining to the Project.

## 4. ADDITIONAL FUNDING

(a) The parties shall work together in good faith to secure, as necessary, additional federal or provincial grants, loans, or funding for the implementation and construction of the Project on the Property ("Additional Funding").

- (b) The use of any Additional Funding secured by the parties shall be governed by separate agreements to be negotiated and entered into between the parties from time to time.
- (c) Without limiting the generality of Section 4(a), the parties acknowledge and agree that as of the Effective Date:
  - (i) MVHC is in discussions with BC Housing to support deeper levels of affordability, which funding shall be governed by one or more agreements to be entered into between MVHC and BC Housing (the "BC Housing Funding Agreement(s)"); and
  - (ii) MVHC is in the process of applying for funding and financing under the Canada Mortgage and Housing Corporation ("CMHC") Co-Investment Program (the "CMHC Funding"), which funding shall be governed by one or more funding agreements to be entered into between MVHC and CMHC (the "CMHC Funding Agreement(s)").

MVHC shall provide regular updates to the City regarding the status of its applications for the BC Housing Funding and the CMHC Funding and shall provide written notice to the City upon its receipt of approval for the same.

#### 5. ACCESS TO AND USE OF THE PROPERTY

- (a) Subject to the terms and conditions of this Section 5, the City hereby grants to MVHC, its agents and employees a non-exclusive right and licence to use and enter upon, over, and through that portion of the Property comprised of approximately 3,773 square meters as shown outlined in red on the plans set forth in Schedule "A" hereto (the "Licence Area") for the limited purpose of completing the Initial Site Studies as contemplated in Schedule "B" hereto (the "Licence").
- (b) The term of the Licence shall commence on the Effective Date and end on the earlier of (i) the completion of the Initial Site Studies, (ii) the entering into of the Lease Agreement between the City and MVHC as contemplated in Schedule "B" hereto, and (iii) the termination of this Agreement in accordance with Section 9(c).
- (c) The City hereby reserves for itself from the grant and the covenants made by it in this Section 5 the right for the City, its agents, employees, contractors and subcontractors to have full and complete access to the Licence Area to carry out any operations associated with the City's use of the Licence Area.
- (d) MVHC shall not prevent the City from entering upon or using any part of the Licence Area, or carrying out any work or activities in connection with the City's objects or the use, control, operation or management of the Property.

## (e) MVHC shall:

- (i) not do, suffer or permit anything in, on or from the Licence Area that may be or become a nuisance or annoyance to the owners, occupiers or users of land or premises adjacent to or near the Property or to the public, including the accumulation of rubbish or unused personal property of any kind;
- (ii) not do, suffer or permit any act or neglect that may in any manner directly or indirectly cause injury to the Licence Area;
- (III) use the Licence Area only for the purposes of completing the Initial Site Studies;
- (iv) carry on and conduct the Initial Site Studies in, on and from the Licence Area in compliance with all applicable laws, and to obtain all required approvals and permits in connection therewith, and not do or omit to do anything in, on or from the Licence Area in contravention thereof;
- (v) not bring on or deposit any soil or fill onto the Licence Area except with the written consent of the City; and
- (vi) not place, store, use, manufacture, bring upon, create or release any Hazardous Substances in, on or from the Property or permit any of the same. For purposes of this Section 5(e)(vi), "Hazardous Substances" means all explosives, radioactive materials, pollutants, contaminants, hazardous or toxic substances, special waste, or other waste, the storage, use, manufacture or release of which into the environment is prohibited, controlled or regulated under any laws, regulations, orders, bylaws, permits or lawful requirement of any governmental authority in respect of the protection of the natural environment, or of plant, animal or human health, or in respect of the regulation and use of such wastes and substances.
- (f) MVHC hereby accepts the rights granted to MVHC under this Section 5 at its sole risk and responsibility, and without limiting Section 5(h), MVHC shall be solely responsible for any and all damage to the Property, loss of or damage to any personal property and personal injuries suffered or incurred by reason of the exercise of its rights under the Licence granted hereunder.
- (g) This Section 5 creates a licence for use and occupation only and does not create any interest in the Property or the Licence Area, or any part thereof, or any other land of the City, and no interest in any land is granted to MVHC pursuant to this Section 5.
- (h) Subject to the terms and conditions of the Lease Agreement, upon the termination or expiry of the Licence, MVHC shall clean up the Licence Area and restore the surface of the Licence Area as reasonably as may be possible to the condition of the Licence Area prior to the commencement of the Initial Site Studies.

#### 6. CONFIDENTIALITY

- In this Agreement, "Confidential Information" means information, in any form, that is not generally available to the public and that is treated as confidential or proprietary by the disclosing party (the "Discloser"), including all information belonging to third parties in respect of which the Discloser owes any confidentiality obligation, that is directly or indirectly disclosed to or accessed by another party (the "Recipient"), whether or not such information is identified as being confidential, and includes, without limitation, all meetings, discussions, and written materials discussed or exchanged between the parties in connection with this Agreement and the transactions contemplated herein. "Confidential Information" excludes information that the Recipient can reasonably demonstrate: (i) was lawfully in its possession before receiving it from the Discloser; (ii) was provided in good faith to the Recipient by a third party that had no obligation to keep it confidential; (iii) is or becomes generally available to the public through no fault of the Recipient; or (iv) the Recipient developed independently without any reference to the Discloser's Confidential Information.
- (b) The Recipient will keep and use the Discloser's Confidential Information in confidence and will not, without the Discloser's prior written consent, disclose the Confidential Information to any person or entity, except to the Recipient's directors, officers, employees, consultants, agents and representatives who require the Confidential Information to assist the Recipient in performing its obligations and exercising its rights under this Agreement.
- (c) If the Recipient is required by judicial or administrative process to disclose the Discloser's Confidential Information, the Recipient will promptly notify the Discloser and allow it reasonable time to oppose the process before disclosing the Confidential Information.
- (d) Upon the expiry or termination of this Agreement, the Recipient will cease to use the Discloser's Confidential Information in any manner whatsoever and upon the written request of the Discloser, will promptly destroy or deliver to the Discloser all of the Discloser's Confidential Information in the Recipient's possession or control. The foregoing will not apply to: (i) Confidential Information that is recorded in computerized archival or back-up files where it would be impracticable to destroy those files; and (ii) Confidential Information retained by the Recipient in accordance with its document retention policies relating to materials retained for legal and compliance purposes, provided that, in either case, the Recipient will continue to keep confidential and not disclose or use (except for such legal document retention and compliance purposes) such retained Confidential Information.

### 7. INDEMNIFICATION

- (a) Each party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other parties, and their respective directors, officers, employees, consultants, agents and representatives (collectively, the "Indemnified Parties") from and against any claim, demand, action, cause of action, suit, proceeding or judgment, including any and all losses, damages, costs, penalties and expenses arising from or related thereto (including reasonable legal fees) (collectively, "Claims"), at any time suffered or incurred by, or brought or made against, the Indemnified Parties or any of them relating to or arising out of:
  - (i) the negligence or willful misconduct of the Indemnifying Party, its agents, employees, consultants or others for whom it is responsible at law, in the performance of its obligations under this Agreement; or
  - (ii) any breach or default on the part of the Indemnifying Party, its agents, employees, consultants or others for whom it is responsible at law, in the performance of any covenant or agreement in this Agreement,

except to the extent such Claim arises from the negligence or willful misconduct of the Indemnified Parties or any breach or default on the part of the Indemnified Parties in the performance of any covenant or agreement in this Agreement.

(b) In no event shall any party be liable to any other party for any indirect or consequential losses or damages (including lost profits), or for any aggregated or non-compensatory damages (including punitive or exemplary damages), whether by statute, tort or in contract, arising out of this Agreement, even where a party has been advised of the possibility thereof.

#### 8. NOTICES

- (a) Any notice, consent, authorization, direction or other communication required or permitted to be made pursuant to this Agreement will be in writing and will be delivered either by personal delivery by hand, pre-paid registered mail or by email, and addressed as follows:
  - (i) in the case of the City:

City of Pitt Meadows 12007 Harris Road Pitt Meadows, BC V3Y 2B5

Attention: Alex Wallace, Manager of Community Development

Email: awallace@pittmeadows.ca

(ii) in the case of MVHC:

Metro Vancouver Housing Corporation 4730 Kingsway Burnaby, BC V5H 0C6

Attention: Laurel Cowan, Program Manager, Housing Planning & Policy

Email: laurel.cowan@metrovancouver.org

(iii) in the case of Discovery:

Discovery Playhouse Children's Society 12027 Harris Road Pitt Meadows, BC V3Y 2B5 Attention: Rachel Hess, Executive Director

Email: admin@discoveryplayhouse.ca

(b) Any notice, consent, authorization, direction or other communication delivered by pre-paid registered mail will be deemed to have been effectively delivered and received two (2) days after the communication was mailed. If delivered by hand or by email, the delivery will be deemed to have occurred on the same day.

#### 9. GENERAL

- (a) Subject to the rights of the parties pursuant to Section 9(o), in the event of any dispute, controversy or claim arising out of or relating to this Agreement, the parties will attempt in good faith in the first instance to amicably settle such dispute. If an amicable settlement cannot be reached by the parties within ten (10) business days from the date in which a party sends a written notice to the other party describing the specific nature of the dispute, then the dispute will be submitted to the senior executives or managers of the parties for resolution.
- (b) This Agreement will be effective as of the Effective Date and will continue until the completion of the Project, subject to the earlier termination of this Agreement in accordance with Section 9(c).
- (c) Any party may terminate this Agreement by providing six (6) months' notice in writing to the other parties. The expiration or termination of this Agreement shall not affect any rights or obligations of the parties that (i) are to survive the expiration or earlier termination of this Agreement, and (ii) were incurred by the parties prior to such expiration or earlier termination.
- (d) This Agreement contains the entire agreement and understanding of the parties with respect to the matters contemplated herein, and supersedes all prior and contemporaneous agreements between the parties with respect to such matters.

- (e) Nothing in this Agreement, nor any acts of the parties, will constitute or be deemed to constitute the parties as partners, joint venturers or principal and agent in any way or for any purpose. No party will represent or hold itself out to be an agent of any other party and no party will have any authority to act for or to assume any obligations or responsibilities on behalf of any other party.
- (f) Except as expressly provided in this Agreement, no party shall use, publish, reproduce, promote or display the name, logos or trademarks of any other party in any manner in any media releases, advertising, promotional publications, newspaper, television, radio, website or social media or otherwise, without the applicable party's prior written consent in each instance, which consent may be withheld in such party's sole discretion.
- (g) Notwithstanding any other term or condition of this Agreement to the contrary, Sections 6, 7 and 9, and all other provisions of this Agreement necessary to give effect thereto, will survive the expiry or termination of this Agreement.
- (h) If any provision of this Agreement (or part of any provision) is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, that provision (or part of that provision) will be, to the extent required, severed from this Agreement and the remaining provisions will continue in full force and effect.
- (i) Except as otherwise provided in this Agreement, each party will bear and pay all costs, expenses and fees (including legal counsel fees and disbursements) incurred by it in connection with the preparation, execution and performance of this Agreement and the transactions contemplated herein and any other costs and expenses whatsoever and howsoever incurred.
- (j) Each party will from time to time execute and deliver all such further documents and instruments and do all acts and things as any other party may reasonably require to give effect to this Agreement.
- (k) The waiver by a party of any failure on the part of any other party to perform in accordance with any of the terms of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.
- (I) No amendment to this Agreement, including any Schedules (which form part of this Agreement), is effective unless set forth in writing and signed by the parties.
- (m) Except as otherwise provided in this Agreement, no party may assign, transfer, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement without the prior written consent of the other parties.
- (n) This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

- (o) This Agreement is governed by and will be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein, and the parties attorn to the exclusive jurisdiction of the courts of the Province of British Columbia.
- (p) This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Agreement by a party by electronic transmission will be as effective as delivery of a manually executed copy of this Agreement by such party.

IN WITNESS WHEREOF the parties have signed this Agreement as of the Effective Date.

**CITY OF PITT MEADOWS** 

Per: W

Bill Dingwall, BGS, LL.B., CPHR,

Mayor

METRO VANCOUVER HOUSING CORPORATION

Per:

Jerry W. Dobrovolny, P.Eng., MBA

Commissioner/Chief Administrative Officer

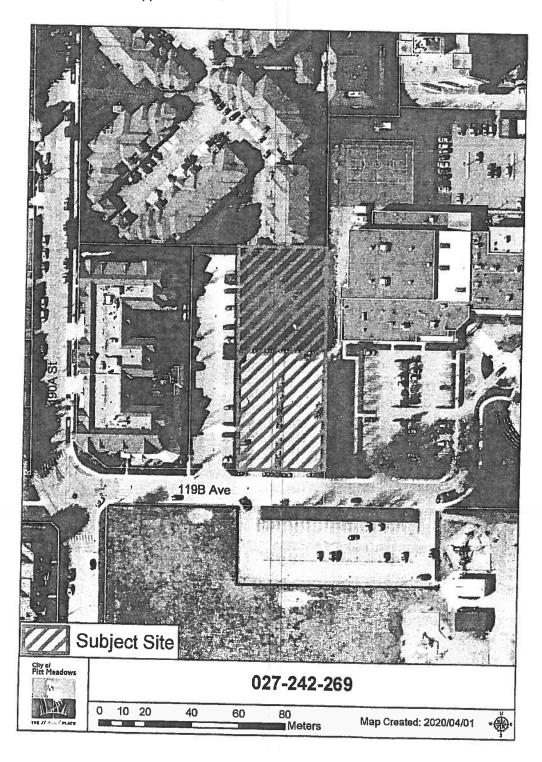
**DISCOVERY PLAYHOUSE CHILDREN'S SOCIETY** 

Per:

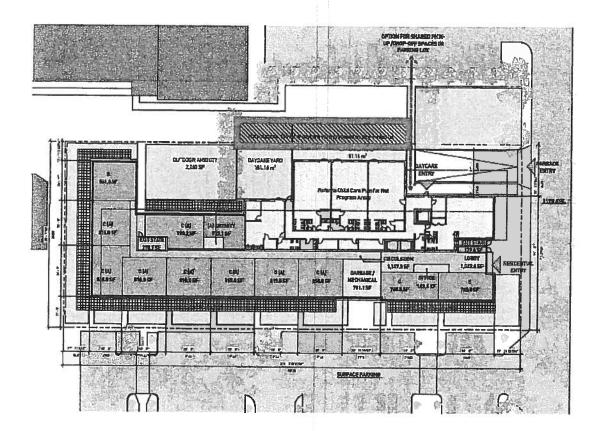
Rachel Hess Executive Director

## SCHEDULE A PROPERTY AND LICENCE AREA

(1) Civic Centre Site: approx. 3623m²



(2) Adjacent Lot (Portion of adjacent City-owned lot required to meet childcare outdoor play space requirements): approx. 150m<sup>2</sup>



# SCHEDULE B RESPONSIBILITIES THROUGH DEVELOPMENT APPROVALS

Task	
	Responsibility
Contribute its Property to the development of the Project.	City
Negotiate and enter into a lease agreement that meets Federal and Provincial funder lease requirements (as applicable), for a minimum of sixty (60) years at a nominal rate for MVHC to use the Property for affordable housing with integrated childcare (the "Lease Agreement").	City & MVHC (and relevant funders)
Negotiate and enter into a lease agreement for the Childcare Facility for a minimum of fifteen (15) years in accordance with the Childcare Funding Agreement.	City & Discovery & MVHC
Ensure the anticipated Project development is financially beneficial to all parties and is consistent with the goals of all organizations.	City & MVHC & Discovery
Target the maximum reasonable number of residential units consistent with requirements of the City to be compatible with surrounding developments in the neighborhood, generally aligning with the City's Multi-Family Development Permit Area Guidelines	City & MVHC
Collaborate in obtaining Additional Funding, as needed.	City & MVHC & Discovery
Provide any existing site studies and information pertaining to the Property as available.	City
Permit access to the Property for MVHC and its consultants to complete the Initial Site Studies.	City
<ul> <li>Complete initial site studies and work on the Property including:</li> <li>Archaeological Overview Assessment, including documentary research, direct consultation, and preliminary field reconnaissance;</li> <li>First Nations outreach and engagement, as required;</li> <li>Geotechnical and environmental (site review including bore holes and wells on site (approximately 5 to 8 locations) to confirm water table levels and soil conditions, including elevated mineral levels or contaminants;</li> <li>Site survey (site review including setting pins at property lines if not already in place);</li> </ul>	MVHC (and consultants)

Task	Responsibility
<ul> <li>Arborist study (site review including tagging of any on-site trees or those located close to the property line);</li> </ul>	5
Traffic study;	
Parking study; and	
<ul> <li>Such other studies as agreed upon by MVHC and the City.</li> </ul>	
(collectively, the "Initial Site Studies").	
Notifying adjacent property owners in advance of Initial Site Studies with potential for impact.	City
Retain and pay for architect and all required consultants for the Project.	
Act as the applicant and lead OCP/Rezoning application and approvals including: completion and submission of application form, State of Title Certificate or Title Search, discharging existing covenants on site (as applicable), payment or waiver of application fees, presentation to Council, advertising and hosting of any public engagement, and all costs associated with City-led communications related to the OCP/Rezoning phase (e.g., mail-outs, advertising, or printing for public engagement).	City
Provide information and materials to support the OCP/Rezoning application and approvals including: Letter of Intent, Title, Site Plans, Development Data Summary Form, Site Profile Questionnaire, required studies (e.g., geotechnical, traffic, parking, shadow study, Good Neighbour Agreement), materials or messaging to support Project engagement and/or communications, attending Council and/or public meetings as required.	мунс
Support expedited processing of development approvals including not requiring a Development Permit or additional review through the City's Advisory Design Panel.	City
Development site sign installation (including coordination with New Child Care Spaces Fund and other funders for site signage as required).	City
Coordinate on all Project messaging, communications, enquiries, media, and announcements.	City & MVHC (and Discovery and funders as relevant)
Act as the applicant and lead any subsequent development approvals following OCP/Rezoning including Building Permit application.	MVHC
Attend meetings to review and provide feedback on detailed design as required.	MVHC & City & Discovery
Provide off-site servicing requirements early on and eliminate or	City

Task	Responsibility
Waive or reduce Development Cost Charges (to be confirmed via a stand-alone waiver/reduction bylaw)	City
Waive application fees associated with development approvals.	City
Administration of Childcare Funding Agreement	
Providing supporting materials to comply with Childcare Funding	City
Agreement requirements (ie., required reporting, cost tracking, and licensing information for the facility operator).	MVHC & Discover
Administration of BC Housing Funding Agreement(s), including preparation and submission of reports thereunder, as applicable.	MVHC
Administration of CMHC Funding Agreement(s), including preparation and submission of reports thereunder, as applicable.	MVHC
Use of \$79,500 of Childcare Funding for capital and other purchases to bring the Childcare Facility into a licensed, operable state, including purchasing and installing permanently installed items (with input from Discovery to select the most appropriate items to meet the operational needs of the Childcare Facility and the financial viability of the Project) such as: laundry appliances, kitchen appliances and fixtures, bathroom fixtures, permanently installed equipment (e.g., whiteboards/bulletin boards, cubbies, lighting fixtures, washroom dividers), storage wall cabinets, blinds, and any items of outdoor play equipment and accessibility equipment that is permanently installed.	MVHC (collaboratively with Discovery)
Use of \$54,500 of Childcare Funding for capital and other purchases to pring the Childcare Facility into a licensed, operable state, including purchasing equipment that is not permanently installed such as: office equipment, educational materials and dramatic play, children's urniture, and a van/bus for childcare related transportation.	Discovery