



AGENDA

A. CALL TO ORDER

B. APPROVAL OF AGENDA

1. **Motion:** THAT the Board approve the December 21, 2021 Agenda as circulated.

C. APPROVAL OF MINUTES

1. **Motion:** THAT the Board approve the November 16, 2021 Minutes as circulated. 1
2. **Motion:** THAT the Board approve the December 14, 2021 Minutes as circulated. 5

D. DELEGATIONS

1. UBC Delegation – University Neighbourhoods Fire Protection Funding 7
Michael White, Associate Vice-President, Campus + Community Planning & Chris Fay, Director, Strategic Policy, Campus + Community Planning

E. EXTERNAL REPORTS & PRESENTATIONS

1. Electoral Area A Report – Electoral Area A Director, Jen McCutcheon 11
(Read: [Electoral Area Newsletter](#))
2. Campus and Community Planning Report – Senior Policy Planner, 23
Celene Fung

F. REPORTS

1. Management Report – Chief Administrative Officer 26
2. Community Engagement Advisory Committee
a. October 27, 2021 Approved Minutes 35

G. UNFINISHED BUSINESS

None

H. NEW BUSINESS

1. 2022 UNA Board Meeting Schedule – Chief Administrative Officer 39
2. Wesbrook Basketball Court Feedback – Chief Administrative Officer 41
3. Wesbrook Basketball Court – Chair Watson

Motions to Rescind Wesbrook Basketball Court Motions from November 16, 2021 – Chair Watson



As per the Board Rules of Procedure the Board may consider the rescission or amendment of a motion as follows:

Rescission or Amendment

- 7.4 After the Board has approved a motion (the “approved motion”), a Director may make a motion to rescind or amend the approved motion, either at the same open, closed, or restricted closed session of the meeting at which the approved motion was approved or at the next such session.
- 7.5 A motion to rescind or amend an approved motion requires at least two-thirds of the votes cast to be in favour of the motion in order to succeed if
- (a) the motion to rescind or amend is not made at the same meeting at which the approved motion was approved, and
 - (b) advance notice of the intent to make the motion was not given in the agenda for the session of the meeting at which the motion is made.
- 7.6 An approved motion may not be rescinded or amended if it has been acted upon irreversibly.

Recommendations:

THAT the Board rescind the following motions approved at the November 16, 2021 UNA Board Meeting:

THAT the UNA direct UBC Properties Trust to withdraw the development permit application for the Westbrook Basketball Court.

THAT the UNA representatives to the Metro Vancouver group considering the expenditure of the Community Works Fund consider further Recreation Proposal for Westbrook Place.

THAT the development permit application submitted by UBCPT on behalf of the UNA for the Westbrook Basketball court be placed on hold until design revisions can be considered by the UNA Board.

AND THAT the UNA Board direct the UNA representatives to the Metro Vancouver Area A group considering the expenditure of the Community Works Fund to work with Campus + Community Planning and the project designer to review opportunities to mitigate noise and siting concerns for the proposed Westbrook Basketball Court – to the extent possible – and to bring back a revised design to the Board for review.

4. Committee Appointments – Chief Administrative Officer

55

Recommendations:

- a. THAT the Board appoint Director Holmes and Director Gallo, and Director Mojdehi to the Finance and Audit Committee.



AND THAT the Board appoint Director Holmes the Chair, and Director Gallo the Vice Chair of the Finance and Audit Committee.

- b. THAT the Board appoint Chair Watson and Director Glassheim and Director McCutcheon to the Governance and Human Resources Committee.

AND THAT the Board appoint Chair Watson the Chair, and Director McCutcheon the Vice Chair of the Governance and Human Resources Committee.

- c. THAT the Board confirm that there will be no changes to the existing makeup of the Neighbours Agreement Committee.
- d. THAT the Board appoint Directors to the Land Use Advisory Committee.

AND THAT the Board appoint a Chair of the Land Use Advisory Committee.

- e. THAT the Board appoint a second Director to the Community Engagement Advisory Committee.
- f. THAT the Board appoint two Directors to the UNA-UBC Liaison Committee.

AND THAT the Board confirm that Chair Watson will remain the co-Chair of the UNA-UBC Liaison Committee.

- g. THAT the Board appoint a Finance Committee member to the Joint Financial Task Force.
- h. THAT the Chair appoint a second Director to the Joint Financial Task Force.
- i. THAT the Board confirm that there will be no changes to the makeup of the UNA appointees to the Area A Community Works Fund Committee.
- j. THAT the Board appoint a UNA representative to the UBC Campus Vision 2050 Community Advisory Committee.

5. Campus Vision 2050 – UNA Webpage – Director McCutcheon

Recommendation:

THAT the Board direct staff to prepare a dedicated landing page on the UNA website for communicating with UNA residents on Campus Vision 2050.

6. UBC Properties Trust – Management Services Contract Update – Chief Administrative Officer 97

Recommendation:

THAT the Board approve the attached UNA Contractor Agreement Modification Agreement and authorize the Chair to execute the agreement.

7. Sublicence Agreement – YMCA Before and After School Program – Operations Manager 117



Recommendation:

THAT the Board approve the attached Sublicence Agreement - UNA and YMCA - After School Care and authorize the Board Chair to execute the agreement.

8. Vista Point Childcare One Month Extension - UNA and YMCA - Operations Manager 141

Recommendation:

THAT the board approve the attached First Extension – Vista Point Childcare Facility Sublicense and Operating Agreement and authorize the Board Chair to execute the agreement.

9. Rural Property Tax – Director Holmes 162

Recommendations:

- a. THAT the Board approve the draft letter to Duncan Jillings, Ministry of Finance, dated December 15, 2021.
- b. THAT the Board authorize the Chair to sign the letter in the form approved or with minor modifications that do not change the substance of the letter.

I. ADJOURNMENT

The Board will adjourn into a Closed Session to hold discussions and dealings with other entities or individuals where disclosure of the information being discussed could be harmful to the UNA's interests.



MINUTES

PRESENT:

Richard Watson – Chair
Bill Holmes

Terry Mullen
Jane Kang

UBC OBSERVERS:

Carole Jolly
James Heth

AMS REPRESENTATIVE:

Saad Shoaib

STAFF:

Sundance Topham – Chief Administrative Officer
Dave Gillis – Interim Recreation Manager
Wegland Sit – Operations Manager
Glenda Ollero – Communications Manager
Athena Koon – Finance Manager
Marta Mikolajczyk – Administrative Assistant

A. CALL TO ORDER

The University Neighbourhoods Association (UNA) Board meeting was called to order at 5:32 p.m.

The Board Chair acknowledged that the meeting was held on the unceded traditional territory of the Musqueam people.

B. APPROVAL OF AGENDA

Motion by Chair:

That the Board approve the November 16, 2021 Meeting Agenda as modified.

Seconded by Director Holmes.

Amendment by Director Holmes:

That item H.3 “Basketball Court” be added under “New Business”.

Seconded by Director Kang

Carried.

Motion by Chair:

That the Board approve the November 16, 2021 Meeting Agenda as amended.

Seconded by Director Holmes.

Carried.

C. APPROVAL OF MINUTES

Motion by Chair:



Tuesday, November 16, 2021

THAT the Board approve the October 19, 2021 Minutes, as circulated.

Seconded by Director Holmes.

Carried.

D. DELEGATIONS

1. Wesbrook Basketball Court

Residents Gerald Vanderwoude, Marcus Moore and Lea Cameron addressed the Board.

E. EXTERNAL REPORTS AND PRESENTATIONS

1. Electoral Area A Report

The November 2021 Electoral Area A Report was presented on table and received for information.

2. Campus and Community Planning Report

Celene Fung, Senior Policy Planner at Campus and Community Planning, presented the November 2021 report.

F. REPORTS

1. Management Report

The Management Report was presented for information.

2. Landscaping Battery Powered Equipment Pilot Project Review.

3. Finance Committee Update

- a. Fiscal 2022/23 UNA Budget – Draft

The Finance Manager presented the 2022/23 Draft UNA budget to the Board.

- b. Fiscal 2021/22 Q2 Results

The Finance Manager presented the 2021/22 Q2 Results to the Board.

- c. VSB Field Replacement Reserve Investment Options

Motion by Director Holmes:

THAT the Board direct staff to invest the total amount of the VSB Field Replacement Reserve in a one-year cashable term GIC.

Seconded by Director Kang.

Carried.

4. Governance & Human Resources Committee Update

- a. UNA Code of Conduct and Conflict of Interest Policy

Motion by Chair:



Tuesday, November 16, 2021

THAT the Board assign the review of the UNA Code of Conduct and Conflict of Interest Policy to the Governance and Human Resources Committee to deal with post election and once the new appointments have been made.

Seconded by Director Holmes.

Carried.

5. Community Engagement Advisory Committee Update

a. October 6, 2021 Approved Minutes

The Minutes were received by the Board.

6. Neighbours' Agreement Committee Update

Director Holmes provided a verbal update to the Board.

G. UNFINISHED BUSINESS

None

H. NEW BUSINESS

1. Director Kang – Proposed Motions for External Organizations

Motion by Director Kang:

THAT the UNA Board bring resident concerns regarding traffic safety at West 16th Avenue and Wesbrook Village crossing to the UBC RCMP Detachment.

Seconded by Director Holmes.

Withdrawn.

Motion by Director Kang:

THAT the UNA Board address the development of a bus bay in front of the Tapestry Building with UBC Properties Trust.

Seconded by Director Holmes.

Amendment by Director Holmes:

THAT UNA staff be directed to discuss the development of a bus bay in front of the Tapestry building with Campus and Community Planning.

Seconded by Chair.

Carried.

Motion by Director Kang:

THAT UNA staff be directed to discuss the shortage of outdoor facilities and green space in Wesbrook with Campus and Community Planning.

Seconded by Director Holmes.

Defeated.



Tuesday, November 16, 2021

2. University, Faculty and Staff Tenants Association (UFASTA) – Letter on Road Safety

Motion by Director Holmes:

THAT the UNA endorse the call for a transportation safety task force as set out in the November 9th letter from the University Faculty and Staff Tenants Association.

Seconded by Director Kang

Carried.

3. Wesbrook Basketball Court

Motion by Director Holmes:

That the UNA direct UBC Properties Trust to withdraw the development permit application for the Wesbrook Basketball Court.

Seconded by Director Mullen.

Carried.

Motion by Director Holmes:

That the UNA representatives to the Metro Vancouver group considering the expenditure of the Community Works Fund consider further Recreation Proposal for Wesbrook Place.

Seconded by Chair.

Carried.

I. ADJOURNMENT

The meeting adjourned at 8:23 p.m.

The Board adjourned into a Closed Session to discuss the appointment of individuals other than Directors to, or removal from, a committee, working group, or other body; plus dealings with other entities or individuals where disclosure of the information being discussed could be harmful to the UNA's interests.



MINUTES

PRESENT:

Richard Watson – Chair
Bill Holmes
Maria Gallo
Murray McCutcheon

Eagle Glassheim
Jane Kang
Ali Mojdehi

UBC OBSERVERS:

James Heth
Carole Jolly

AMS REPRESENTATIVE:

Saad Shoaib

STAFF:

Sundance Topham – Chief Administrative Officer
Dave Gills – Recreation Manager
Athena Koon – Finance Manager
Marta Mikolajczyk – Administrative Assistant
Brandon Perrett - Communications Specialist
Wegland Sit – Operations Manager

A. CALL TO ORDER

*The University Neighbourhoods Association Chief Administrative Officer,
Sundance Topham, acted as the presiding officer of the meeting until
the conclusion of the Chair election.*

The University Neighbourhoods Association (UNA) Board meeting was called to order at 5:30 p.m.

The Chief Administrative Officer (CAO) acknowledged that the meeting was held on the unceded traditional territory of the Musqueam people.

B. APPROVAL OF AGENDA

Motion by CAO:

THAT the Board approve the December 14, 2021 Inaugural Meeting Agenda.

Seconded by Director McCutcheon

Carried.

C. APPROVAL OF MINUTES

None

D. DELEGATIONS

None

E. EXTERNAL REPORTS AND PRESENTATION

None

F. REPORTS

1. Inaugural Board Meeting Process – Chief Administrative Officer

The CAO presented an overview of the Inaugural Meeting process.

G. UNFINISHED BUSINESS

None

H. NEW BUSINESS

1. Election of UNA Chair

Director McCutcheon nominated Director Watson for the position of UNA Board Chair.

Director Watson accepted the nomination. There were no other nominations.

Director Watson was declared as the Chair of the UNA Board of Directors by acclamation.

Chair Watson presided over the remainder of the meeting.

2. Election of UNA Secretary

Director Holmes nominated Director McCutcheon for the position of UNA Secretary.

Director McCutcheon accepted the nomination. There were no other nominations.

Director McCutcheon was declared as the Secretary of the UNA Board of Directors by acclamation.

3. Election of UNA Treasurer

Motion by Director Holmes:

THAT the UNA Board not appoint a Treasurer.

Seconded by Director Glassheim.

Carried.

4. Remarks from Chair

The Chair noted that the December 21, 2021 UNA Board meeting will be held electronically.

I. ADJOURNMENT

The meeting was adjourned at 5:43 p.m.



December 1, 2021

Richard Watson
Chair, Board of Directors
University Neighbourhoods Association
202-5923 Berton Ave
Vancouver BC V6S 0B3

Re: UBC Neighbourhoods Fire Services Contribution Agreement
SENT BY EMAIL (richard.watson@myuna.ca)

Dear Richard:

I am writing to share the attached letter from the Ministry of Municipal Affairs, dated November 25, 2021, in which the Ministry requests UBC decide by December 31, 2021 on the renewal of the UBC Neighbourhoods Fire Service Contribution Agreement, which expired March 31, 2021.

As you know, over the past several months UBC and the UNA have engaged the provincial government in discussions about campus neighbourhood services in general, and in particular about fire protection services funding and the provincial rural property tax regime. This engagement reflects our shared commitment to the long-term success of UBC's residential neighbourhoods.

The Ministry of Municipal Affairs is now requesting UBC renew the Neighbourhoods Fire Service Contribution Agreement. The Contribution Agreement makes clear that UBC will fund fire protection services from the Neighbourhood Levy. Reflecting our collaboration on this challenging issue, UBC has committed to consulting the UNA before agreeing to renew, and seeking UNA support before using the Neighbourhood Levy to fund the Contribution Agreement.

A decision to renew would continue the Contribution Agreement's current terms for five years. That means UBC – with the UNA's approval – would use the Neighbourhood Levy each year to fund a per capita portion of the Province's fire protection arrangements with the City of Vancouver for UBC campus neighbourhoods. The annual amount would be based on the Contribution Agreement's current defined, predictable formula.

The Ministry's letter states that if UBC does not decide to renew the Contribution Agreement by December 31, 2021, the Province will recover campus neighbourhood fire protection costs by establishing a new, separate levy on campus neighbourhood housing at a higher cost than the current formula. As you know, because of the method for calculating the annual Neighbourhood Levy in UBC's campus leases, that outcome would reduce the funding the UNA receives each year to provide community services. In addition, UBC and the UNA would no longer have input on the Province's method for calculating the annual fire cost levy, which could change in the future.

To that end, UBC is requesting the UNA Board of Directors make a decision at your December 21, 2021 meeting on whether or not to support: 1) renewal of the Contribution Agreement and 2) UBC's use of the Neighbourhood Levy to fund the annual fire protection payments. This decision would be made in the context of the 2020 Neighbours Agreement, which governs



UBC's and the UNA's role in developing the UNA's annual budget. As part of our collaboration on this decision, I would also like to request that my colleague, Chris Fay, Director, Strategic Policy, and I attend the December 21, 2021 as delegates to speak to this issue and answer any questions from your Board.

This is an important decision for the UNA Board of Directors. Regardless of the outcome, UBC and the UNA continue to share a strong interest in seeing progress on issues related to community services funding and the provincial rural property tax regime. Thanks to you and your Board of Directors colleagues for engaging in this process.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael White'.

Michael White
Associate Vice President, Campus and Community Planning
The University of British Columbia

CC: Sundance Topham, Chief Administrative Officer, University Neighbourhoods Association
Adriaan de Jager, Associate Vice President, Government Relations and Community Engagement, UBC

Encl.

November 25, 2021 letter from Rachel Holmes, Assistant Deputy Minister, Ministry of Municipal Affairs
Re: UBC Neighbourhoods Fire Services Contribution Agreement



November 25, 2021

Ref: 268666

Michael White
Associate Vice-President, UBC Campus + Community Planning
University of British Columbia
2210 West Mall, Vancouver, BC V6T 1Z4

Dear Michael White:

Since the spring the Ministry of Municipal Affairs (Ministry) and the University of British Columbia (UBC) have been working collaboratively to determine a sustainable funding model for the provision of fire services to UBC's neighbourhood areas. This work has focused on whether to extend the UBC Neighbourhoods Fire Service Contribution Agreement or change to another model.

In an April 9, 2021 letter from UBC to the Ministry, UBC requested that additional information be provided on the cost of service delivery relative to rural property tax collected from campus neighbourhoods. On June 23, 2021, Ministry staff met with UBC staff and the University Neighbourhoods Association (UNA) to share information on service costs and related revenue sources. At the meeting Ministry staff invited the UNA's feedback on its preferred approach for funding the community's share of fire service costs. To date the UNA has not indicated how it wishes to contribute or whether it prefers to transition to a new fire service delivery model.

In addition to sharing information, the Ministry also supported the UNA by facilitating a discussion with the Ministry of Finance (FIN) on rural property tax. The UNA's request to FIN to change the rural property tax model is a complicated matter, consideration of which must not further delay a path forward on the fire services funding issue.

If the Ministry and UBC extend the term of the Contribution Agreement, then for 2021 funding from UBC's market properties would represent approximately 18% of the almost \$8 million that the Ministry pays to the City of Vancouver for the provision of fire services to UBC and the University Endowment Lands (UEL). After anticipated contributions from UBC and the UEL, there remains approximately \$6 million that the Ministry provides to support the academic campus. This is a unique situation as UBC is the only area in the province where the Government of B.C. is directly involved in the ongoing funding of a local fire service.

The Contribution Agreement is the lowest cost option for UBC's neighbourhood areas. This is due in part to the absence of FIN's standard 5.25% collection fee that would be applied if the Contribution Agreement were replaced by a new fire levy established under the *Local Services Act*. Transitioning to a separate fire levy is consistent with how fire services are typically funded in B.C.'s rural areas (i.e. for rural areas that receive fire services, a fire levy is charged in addition to the general rural area tax). Changing from the Contribution Agreement to a new fire levy would introduce additional costs for the community; costs that can be avoided by using the UBC Service Levy to fund this service expense.

The Ministry has endeavoured to support the UNA in its due diligence by sharing information, facilitating broader tax discussions, and providing considerable time to evaluate options. The Ministry now invites UBC's decision on whether to extend the Contribution Agreement by December 31, 2021. A decision is required by this date as the Ministry will need to begin work to establish a new fire levy that will be incorporated into the 2022 property tax notice if the Contribution Agreement is not extended. If the UNA continues to support funding the community's share of fire service costs through the Contribution Agreement, the Ministry and UBC can look to implement this option early in the new year.

I look forward to building on our successes to date and continuing to work collaboratively together on this important community issue.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Holmes', with a stylized flourish at the end.

Rachel Holmes
Assistant Deputy Minister
Ministry of Municipal Affairs



Director's Report

Hello UNA/UBC/UEL neighbours,

It is quite shocking to reflect back on the amount of damage and devastation that our province has experienced since I sat down to write the opening greeting for last month's newsletter. My heart is with communities and individuals around BC who have been impacted by flooding and landslides. On behalf of our residents, I have reached out to my colleagues in leadership positions in Abbotsford, Hope, and beyond. If you would like to make a donation to support our fellow British Columbians, this link provides information and links to organizations accepting donations: [BC Floods & Severe Weather - How You Can Help | EmergencyInfoBC \(gov.bc.ca\)](#).

This month's newsletter includes information on an upcoming engagement session that I will be hosting on Zoom on Monday December 13 as a chance for UNA, UBC, and UEL residents (and anyone else who would like to join) to learn more about the Circular Economy, and to engage with others in our community through small group discussions. The newsletter also provides information on the impact of the recent weather events on Pacific Spirit Regional Park, as well as on our region, and a number of other updates that I thought you may be interested in. I hope you'll browse on.

In personal news, I am absolutely delighted that my children are finally eligible to be vaccinated. I know that there are new concerns emerging with the omicron variant, which will mean that we need to remain highly vigilant in our COVID prevention strategies, but I certainly breathed a big sigh of relief when my children could get their first dose of the vaccine.

I hope that you and those close to you have a wonderful holiday season. It has been a challenging year, and I am sure we could all use some quality down time with loved ones.

As always, please reach out if you have any questions, suggestions or concerns that I may be able to assist with.

All the best,

Jen McCutcheon

Jen McCutcheon, Metro Vancouver Director for Electoral Area A (www.areaajen.ca or areaajen@gmail.com)



My kids are very excited kids finally get their chance to be vaccinated against COVID19. I am delighted and relieved, as well!



Upcoming Engagement Session – Please Join Me!

I am excited to announce my next engagement session! These sessions are offered via Zoom on a topic that I feel is interesting and important for residents of UBC, UNA and the UEL. This month's session is on the topic of the circular economy.

As residents of British Columbia we are highly aware of the devastating impacts of climate change – first the heat dome and wildfires in the summer and more recently the atmospheric rivers and resulting landslides and flooding. Discussions about how to reduce greenhouse gas emissions tend to focus on the need to switch to clean, renewable sources of energy. However, there are climate implications from the materials and products, including food, that we use every day as well as the infrastructure that we rely on. For these reasons, a transition to a circular economy is essential if we are to create a more resilient, carbon-neutral future.

What is the circular economy? Who is involved in this transition? And can you be involved? Ann Rowan and Shellee Ritzman from Metro Vancouver will address these questions and engage us in small group discussions as part of the Circular Economy Engagement Session on December 13, 2021, from 7:00 pm until 8:15pm.

Zoom link: <https://ca01web.zoom.us/j/6044516562>

<p>Join us for the next EAA Engagement Session</p> <p>Monday, Dec 13 at 7:00 pm via Zoom https://ca01web.zoom.us/j/6044516562</p> <p>TOPIC: A CIRCULAR ECONOMY: WHAT IT IS AND WHY IT MATTERS</p>	<p>Image source: Cambridge Judge Business School</p>
<p>There are significant climate and environmental implications from the materials and products that we use every day, as well as the infrastructure on which we rely.</p> <p>Learn why a transition to a circular economy is essential if we are to create a more resilient, carbon-neutral future, and how we can accelerate the transition.</p>	<p>Presentations by Ann Rowan, Division Manager for Collaboration & Engagement and Shellee Ritzman, Campaign Lead, Corporate Communications, Metro Vancouver</p> <p>Hosted by Electoral Area Director Jen McCutcheon for UNA, UBC, and UEL residents. <i>(but anyone is welcome to attend)</i> www.areaajen.ca</p>



How have the Recent Storms Impacted our Pacific Spirit Regional Park?

Pacific Spirit Regional Park has been feeling the impacts of recent severe weather, and I am grateful to all the Metro Vancouver Parks staff as well as many others from neighbouring jurisdictions for their work to clean up after the storms, and to keep our park safe.

Park staff are still cleaning up the damage from a tornado that hit portions of the park on Sat. Nov. 6. The ultra-rare storm brought rain, lightning, hail and winds of up to 110 km/h to the area that day, toppling hundreds of trees. Although visitors were in the park when the storm hit, fortunately no injuries were reported. Park staff set to work immediately, closing trails where the tornado passed through the park and damage was worst. Initially, nine trails were closed in the park.

Park staff then began assessing and creating an inventory of damage to trails and other park infrastructure (such as fences, buildings, signs) as well as damage to roads, power lines or infrastructure maintained by other agencies. Some trails sustained more damage than others. For example, on one short section of Salish Trail near University Boulevard, more than 75 trees were blown over by the tornadic winds. The damage was so extensive that staff from four other regional parks were brought in to assist with clearing branches and downed trees from trails. Extra equipment such as wood chippers was also brought in.



More than 75 trees were blown down by a tornado on a short section of Salish Trail in Pacific Spirit Regional Park

Some trees that came down were large or threatened to topple more trees. In those instances, specialists were brought in to assist. Other contractors were also brought in to assist with trail repairs where large tree roots had torn out sections of trail.

On Lily of the Valley Trail, a Douglas fir measuring more than one metre in diameter came down, exposing a large root mass. The trail will be re-routed around the area and the fallen giant and root mass will be transformed into an interpretive display.



Less than two weeks after the tornado, Pacific Spirit Regional Park also suffered impacts from the atmospheric river that inundated southern BC the weekend of Nov. 13 to 15. Trees weakened or damaged by the earlier winds fell, and some of the rain-saturated slopes adjacent to Foreshore Trail along the beach slid, taking more trees and vegetation with them.



*Metro Vancouver's parks staff assessing damage after the recent storms.
Image source: Metro Vancouver*

Foreshore Trail down at Wreck Beach has been closed between Trail 3 and Trail 6 while geotechnical assessments are underway.

Winter will undoubtedly bring more storms. We can only hope that further damage to the park will be minimal. Regional Parks staff are working hard to ensure that parks visitors are safe and ask that people respect temporary trail closures until trails are safe to re-open.

For the latest updates on conditions in the park as well as which trails are open or closed, visit the Pacific Spirit Regional Park website at <http://www.metrovanancouver.org/services/parks/parks-greenways-reserves/pacific-spirit-regional-park>

Metro Vancouver Board Approves Climate 2050 Roadmaps for Buildings and Transportation

As part of Metro Vancouver's effort to achieve the ambitious targets in our *Climate 2050 Strategic Framework*, staff are producing a series of 10 detailed "roadmaps" that outline specific policies and actions that will be required in each of the big GHG emission areas (such as transportation, buildings, industry). Each roadmap is first drafted, then presented to the public for feedback, then revised and finally approved by the Board. At the most recent Board meeting, we approved the roadmap for the two biggest emissions sectors, transportation and buildings.

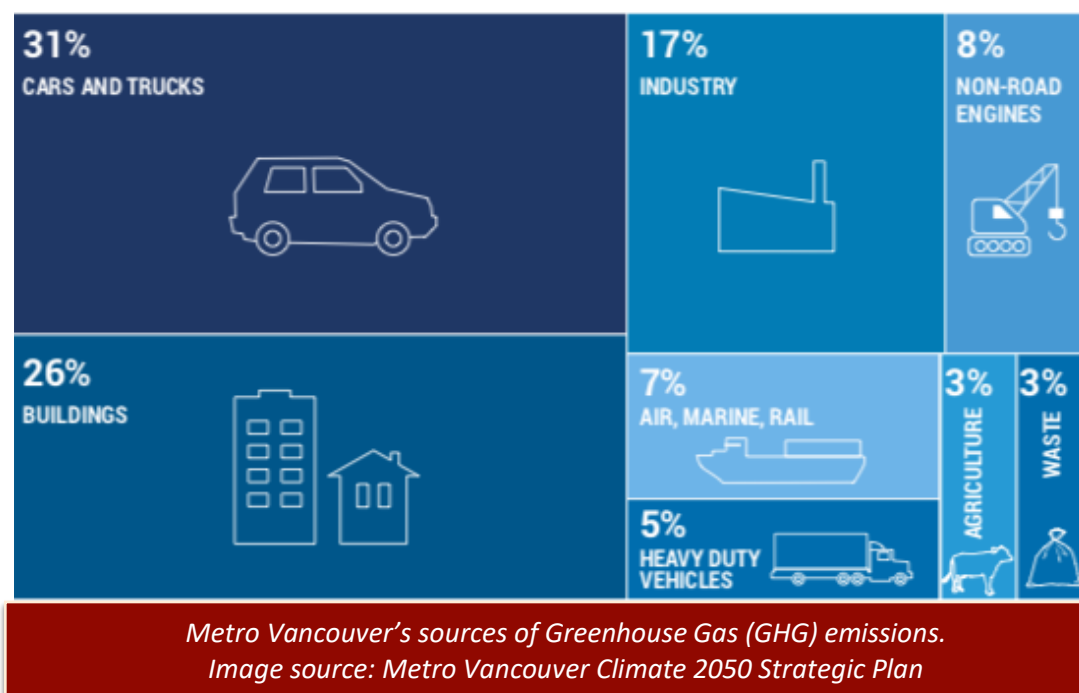
Transportation is the largest source of regional greenhouse gas emissions, currently contributing over 40 per cent of the region's overall GHGs. The *Transportation Roadmap* complements the recently adopted *Clean Air Plan* and the transportation-related actions contained therein to meet the region's 2030 greenhouse gas and air quality targets.



The roadmap identifies 13 big moves, six strategies, and 52 actions to significantly accelerate the reduction of emissions and ensure that the regional transportation system is resilient to a changing climate by 2050. A draft *Climate 2050* Transportation Roadmap was presented to the Climate Action Committee and Board in April 2021. Staff have since completed engagement and have included feedback in finalizing the *Climate 2050 Transportation Roadmap*.

The *Buildings Roadmap* presents a robust pathway to have a resilient and sustainably powered regional building stock by 2050. Buildings in Metro Vancouver currently contribute about 25 per cent of the region's overall greenhouse gas emissions. The *Buildings Roadmap* complements the recently adopted *Clean Air Plan* and the buildings-related actions contained therein to meet the region's 2030 greenhouse gas and air quality targets. The roadmap identifies 12 big moves, seven strategies, and 38 actions to reduce emissions, and ensures the region's building stock will be resilient to a changing climate.

In addition to the two completed roadmaps for the building and transportation sectors, the Board also authorized staff to proceed with engagement on the draft *Climate 2050 Agriculture Roadmap*. The draft *Climate 2050 Agriculture Roadmap* lays out strategies and actions that will



accelerate the transition to a net-zero agriculture sector by 2050 and that support agriculture becoming resilient to the ever-changing effects of climate change that have a direct impact on the health and longevity of farming in this region. Action items in the *Agriculture Roadmap*, include protecting agricultural land and expanding the use of ecosystem services and regenerative agriculture within farming, to support creating an overall adaptive and resilient food system.



Oct
2021

Community Connections

This section highlights community initiatives and people that we think would be of interest to neighbours. Please send me your ideas about people who are going out of their way to make our neighbourhoods even better. I know there are lots of examples and I'd love to hear from you about some of them (email me at areaajen@gmail.com).

Like many of us, Jennifer was saddened by the devastation that took place in BC in mid-November. In the few days following the flooding, she thought a lot about how she personally could help those in need, particularly pets and livestock.

Jennifer and her dog, Pickles, are residents of our electoral area community and she works at UBC as a Senior Manager, Business Development within the Faculty of Applied Science. Beyond her typical nine-to-five job, she is also a pet photographer, snapping the licks and wags of our furry friends. She decided to set up a fundraiser for the BC SPCA, offering to shoot pet portraits in exchange for a donation to the BC SPCA, which you can learn more about [here](#). All donations go directly to the SPCA, and tax receipts can be issued.

Jennifer initially planned for the photography sessions to happen just on one weekend since the weather was cooperative, but there has been a great deal of support from the community, and she has ended up extending the opportunity for a few more weeks. In 2022, she will be donating \$50 of each Session Fee to charity.

Jennifer loved the creative arts as a kid but ended up doing a degree in Economics and an MBA in Finance. She says that going back to her creative roots and using her right brain has been such a joy!

I asked Jennifer how she became interested in pet photography and here is what she had to say:

"As COVID ramped up, I was working a lot in my full-time job. It was challenging and interesting, but also extremely exhausting. I'd been snapping photos of animals for years, but as COVID unfolded I decided to go all in (as did my credit card). I just needed something that wasn't so intense. I purchased a professional grade mirrorless camera and four lenses, enrolled in an academy, and self-taught myself the professional Adobe software. I chose animals because they are such wonderful companions in our lives, and in their own way have a story to tell. I want to capture that story for their humans. When I told my close friends and family that I wanted to fundraise, they honestly weren't surprised - they know how much I love animals and want to help out."



Jennifer and her dog Pickles



ELECTORAL AREA A Director's Update

From Jen McCutcheon, Director, Electoral Area A

Oct
2021



Some of the highlights of the fundraiser so far have been getting to know her neighbours so much more than just crossing paths in the garage or on the street. In addition, Jennifer gets a kick out of how quickly she can go from the boardroom to barking like a dog to get the perfect shot. She never would have put those two scenarios together, but she loves it!

If you are interested in setting up a photo shoot with your furry friend, sessions are generally outside and last about 30 minutes and you will receive a minimum five enhanced digital images. The suggested donation amount for the session is \$50 (session valued at \$250!), though any amount helps. Donations can be made here: <https://champions.sPCA.bc.ca/fundraiser/raincitypetphotography/> and Jennifer can be contacted via her website at www.raincitypetphotography.com.

This is Rio, one of the subjects in Jennifer's pet portraits SPCA fundraiser. Photo credit: Jennifer Syrnok

TransLink Updates

New Mark V SkyTrains Revealed

To meet the ever-growing needs of transit in Metro Vancouver, the SkyTrain fleet is expanding. We're improving our existing fleet to include longer trains that can carry more passengers with even more amenities than ever before. Say hello to the Mark V SkyTrain!

While the interior mock-up of the Mark V has been created to assist with the design process, it is a representation of what our future SkyTrain car might look like, rather than a replica of the final product. The new Mark V cars will provide customers with a safe and comfortable experience on transit. You told us you like the design of Mark III cars, so the Mark V cars will look very similar. They will include additional features, such as more flex space for bike racks and leaning pads. Primarily forward-facing seating with some perimeter seating incorporated and improved on-train displays.



Mock-Up of the New Mark V SkyTrain



The Reindeer buses are back

Now Dasher, now Dancer, now Prancer and Vixen! And Comet, and Cupid, and Donner and Blitzen! The whole gang is joining TransLink's bus fleet this holiday season with nine Rudolph-themed Reindeer Buses sleighing into service on November 25th. In addition to spreading cheer and making spirits bright, the red-nosed Reindeer Buses will deliver donated toys to the Lower Mainland Christmas Bureau where they will be distributed to Metro Vancouver families in need.

The Reindeer Bus is part of a 36-year initiative known as Toys for Tots. Each year, staff at TransLink, Coast Mountain Bus Company, SkyTrain, Transit Police, and West Coast Express donate toys and cash to this important campaign.

Reindeer facts:

- Over the years, 86,912 toys and over \$50,500 have been donated
- Each Reindeer Bus is named after a different reindeer guiding Santa's sleigh
- The routes the Reindeer Buses will travel on will vary each day based on scheduling by elves in each bus depot
- The buses have been decorated by Santa's elves at each bus depot, meaning customers in every region will be able to ride a Reindeer Bus



TransLink's Reindeer buses are back.

Customers who would like to donate can bring unwrapped toys to the Compass Customer Service Centre outside of Stadium-Chinatown Station, or to SeaBus staff at the Waterfront or Lonsdale Quay terminals. Customers have until December 14 to donate before the toys are delivered to the Lower Mainland Christmas Bureau by Santa and Mrs. Claus on the Reindeer Bus.

Another Step Forward for the New Iona Wastewater Treatment Plant

The Iona Island Wastewater Treatment Plant, which serves Vancouver, the UBC Endowment Lands and parts of Burnaby and Richmond, is being upgraded. Metro Vancouver wants to ensure the wastewater treatment plant makes a positive contribution to the health and well-being of people and the environment.

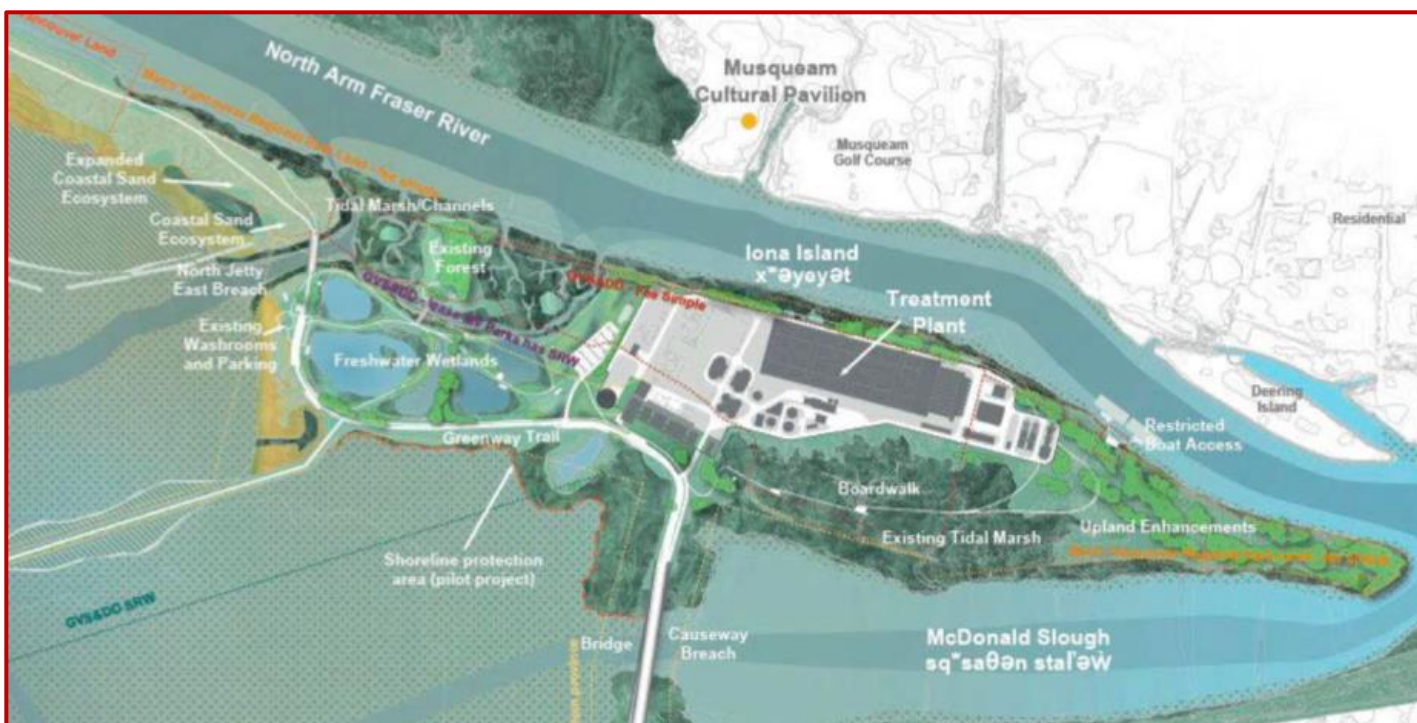
The upgraded plant will provide tertiary liquid waste treatment to protect water quality and the marine environment, increase resilience to an earthquake and sea level rise, integrate with Iona Beach Regional Park and the surrounding environment, restore and protect fish and bird habitats, reduce odours and recover sustainable energy and resources from wastewater.



At our November 26, 2021 meeting, the Metro Vancouver Board endorsed a revised design concept for the Iona Island Wastewater Treatment Plant Projects that incorporates input from an external expert panel and engagement with member jurisdictions, key stakeholders, the public and First Nations.

The revised design concept includes a different secondary treatment technology that requires a smaller physical footprint and provides potential capital cost savings relative to the earlier design concept. It also allows flexibility in selecting a preferred secondary treatment technology, which will be determined during the preliminary design phase. The ecological restoration projects, resource recovery opportunities and Iona Beach Regional Park enhancements remain unchanged from the previous concept.

Ahead of receiving the final Project Definition Report in early 2022, the Board will host a special meeting including a workshop-style joint discussion with Finance and Intergovernment, Liquid Waste, Regional Parks, and Mayors committees, with others participating as observers, related to the Iona Island Wastewater Treatment Plant Revised Design Concept.



Proposed Design for the new Iona Wastewater Treatment Plant, including numerous ecological improvements



ELECTORAL AREA A Director's Update

From Jen McCutcheon, Director, Electoral Area A

Oct
2021

How have the Recent Storms Impacted our Region?

I can't stop thinking about our neighbouring Fraser Valley, Thompson-Nicola, and Okanagan-Similkameen Regional Districts who have faced the worst impacts of the recent flooding. The heavy rains have had smaller impacts on our region, and I thought that you may be interested in reading more about how our infrastructure and other aspects of our local region are holding up with the extreme weather.



*Flooding in Metro Vancouver Regional Parks.
Photo credit: Metro Vancouver Regional Parks*

Liquid Waste Services: During the recent storms, Metro Vancouver's liquid waste system experienced the highest inflows ever recorded. There were a number of flows and breaks in the system that required containment and repair, but despite this, all treatment plants managed to continue operations. Pre-emptive sandbagging and low-leveling at pump stations and wastewater treatment plants ahead of anticipated storms also helped reduce impacts.

Regional Parks: All parks experienced impacts including localized flooding, wind damage and other hazards. Assessment and monitoring of park trails, infrastructure and facilities is ongoing, and some trails, bridges, boardwalks and facilities remain closed. Nine parks closed

during storms; however all regional parks are now open with exception of Grouse Mountain and Delta Nature Reserve (at the time of writing). The situation in each park is evolving, so be sure to check the [website](#) for updates before embarking.

Water Services: Despite very high river flows on both the Capilano and Seymour rivers, water treatment and distribution operated as normal during storms and there were no impacts on drinking water quality. Staff kept in close contact with the District of North Vancouver, City of North Vancouver, First Nations (Squamish, TWN), EMBC, NSEM, RCMP, BC Ambulance Service, Seymour River Hatchery and provincial dam safety branch of high flows on Seymour River as per emergency response protocols.

Solid Waste Services: In order to assist the neighbouring Fraser Valley Regional District, Metro Vancouver is temporarily accepting waste from outside the region, and material ban relaxations are now in place for organics and recyclables (the hazardous material disposal bans remain in place, however). Garbage volumes up more than 20% since the initial storm of Nov 14-15. In addition, services were briefly disrupted at Coquitlam and Langley Recycling and Waste Centres as a result of the flooding but returned to full operational levels within a day.



Invest Vancouver Highlights the Need to Maintain Metro Vancouver's Leadership in Clean Transportation

At our most recent Metro Vancouver Board meeting, the Board approved a report on the region's clean transportation sector, produced by Invest Vancouver, which is the Metro Vancouver region's economic development leadership service.

The report asserts that our region is well positioned to lead the next global wave of clean transportation innovation and industry development, but risks losing key industry players if barriers to investment and future industry growth are not urgently addressed, according to a new report from Invest Vancouver. It identifies 13 recommendations, informed by input from leaders in clean transportation, and includes three key priorities around modernizing and streamlining the permitting process, improving access to highly-limited "heavy" industrial space, and supporting a hydrogen hub to accelerate industry growth.

"By having government, industry, academia, and researchers work together, the Metro Vancouver region can take advantage of its strategic advantages in clean transportation, especially in the hydrogen sector, to assume a place as a global leader in the research, development, production, and export of new mobility solutions to climate change," said Sav Dhaliwal, Chair of the Invest Vancouver Management Board and the Metro Vancouver Board of Directors. "Invest Vancouver's *Clean Transportation: Actions to Strengthen the Sector in the Metro Vancouver Region* offers valuable findings, analysis, and actionable recommendations to support this vital industry sector in B.C."

Metro Vancouver has a burgeoning clean transportation sector, including business clusters and industrial specializations in low- and zero-emission vehicles and components, low-carbon fuels and charging infrastructure, plus an advanced and growing hydrogen cluster. Firms overwhelmingly attribute access to a deep talent pool and experienced workforce as a major appeal of the region. Within the last five years, the 60 export-oriented firms identified in the report attracted more than \$2.6 billion in capital investment to the region.

The report outlines three priority areas for improvement:

Permit Process Streamlining: A clear, timely, and technology-based municipal permitting process is a top priority for sector growth within the region. Permit delays are a significant barrier to success for clean transportation firms and hamper future investments in this sector.

Physical Space Requirements: Suitable physical spaces are necessary, especially for businesses engaged in hydrogen fuel cell and low-pressure storage development. However, the region's industrial vacancy rate has fallen below one per cent. The report recommends investing in spaces to be leased to firms at below-market





rates, and subsidizing energy upgrades to existing warehouses to meet the higher power demands of clean transportation research and development.

Cluster Development Opportunities: A cluster of hydrogen-focused businesses has developed over the last three decades in the region, however the global market has since caught up and incentives are required to support further growth in this sector. Invest Vancouver recommends several actions to strengthen the region's productive advantages, such as launching a hydrogen hub supported by government and industry, creating a long-term electric power rate for hydrogen production, and funding a large-scale hydrogen-powered heavy-duty vehicle demonstration project.

Worldwide, interest and investment in clean transportation is gaining momentum. At this year's UN Climate Change Conference, the Hydrogen Council CEO Coalition noted that hydrogen has a central role in helping the world reach net-zero emissions by 2050 and limit global warming to 1.5°C, and that within the next decade, global demand for renewable and low-carbon hydrogen could grow by 50 per cent. Bloomberg New Energy Finance predicts that by 2050, clean hydrogen will make up as much as 25 per cent of our net-zero energy mix, generating a \$20-trillion infrastructure investment opportunity.

The full report is available [here](#), or on the Invest Vancouver website: investvancouver.ca.

Jen's Board and Committee Appointments for 2021

Below are the boards and committees that I serve on. Feel free to reach out to me if you would like to learn more.

- Metro Vancouver Regional District (MVRD) Board of Directors*
- TransLink Mayors' Council for Regional Transportation
- E-Comm Board of Directors
- Human Resources Committee, E-Comm
- Fraser Valley Regional Library Board of Directors
- Joint Regional Planning Committee for TransLink
- Inaugural Board Member for Metro Vancouver Zero Emission Innovation Centre (ZEIC)
- Ocean Watch Action Committee
- Lower Mainland Local Government Association Director at Large

**MVRD committee appointments will be made in the coming weeks. I hope to continue to serve on the committees that I was appointed to in 2021 and will let you know once I find out. My 2021 MRVD committees were: Finance and Intergovernmental, Climate Action, Mayors', and Electoral Area (Chair)*

Links & Connections

[Jen McCutcheon's Website](https://www.areaajen.ca)

www.areaajen.ca

[Jen McCutcheon's Facebook](https://www.facebook.com/AreaAJen)

www.facebook.com/AreaAJen

[Metro Vancouver](https://www.metrovancouver.org)

www.metrovancouver.org

[Mayors' Council on Regional Transportation](https://www.translink.ca)

www.translink.ca



THE UNIVERSITY OF BRITISH COLUMBIA

Campus + Community Planning

Memorandum

From: Celene Fung, Senior Policy Planner, Community Development and Engagement, Campus and Community Planning

To: UNA Board

Date: December 13, 2021

Subject: Monthly Update from Campus and Community Planning

UBC Response to COVID-19

For UBC COVID-19 announcements see <https://covid19.ubc.ca/>.

Film & Events Notification

December

- December 11th to 22nd. **Final exams.**
- Saturday, December 25th. **Christmas Day.** University closed.
- Sunday, December 26th. **Boxing Day.** University closed.
- Monday, December 27th. **In lieu of Christmas Day.** University closed.
- Tuesday, December 28th. **In lieu of Boxing Day.** University closed.

January 2022

- Saturday, January 1st. **New Year's Day**
- Monday, January 3rd. **In lieu of New Year's Day.** University closed.
- Monday, January 10th. **Start of Winter Session Term 2 classes.**

Community Development

Lights on Lee Square Design Contest

The second annual Lights at Lee Square Design Competition is open for original art or animation entries from all UBC community members, including youth! The winning designs will be selected by a judging panel and projected onto Money and Raymond M.C. Lee Square (outside the UBC Bookstore). This year, we invite participants to create a design that inspires the UBC community to support one another and thrive together. For more information, visit www.utown.ubc.ca/lights

Campus Vision 2050

Campus Vision 2050 is a comprehensive planning process to update two key land use policy documents for the University of British Columbia's (UBC) Vancouver campus: the Land Use Plan and the Vancouver Campus Plan—the first major updates in over a decade. A Preliminary Terms of Reference was presented to the Property Committee of the UBC Board of Governors for input in November and includes:

- the general scope and context;
- why UBC is undertaking this process;
- draft needs and aspirations;
- technical scope;
- approach to engagement; and
- project governance.

Highlights of the Preliminary Terms of Reference were also shared with the UNA-UBC Liaison Committee in November. Campus and Community Planning is now preparing to formally launch the process in early 2022 with a four-week public engagement period.

Commencing in late January, residents, students, faculty and staff will have the opportunity to provide input through open houses, workshops, focus groups, surveys, and other online engagement activities on a set of preliminary needs and aspirations and identify areas of compatibility, synergy, and competition between them. This phase of work will result in a Final Terms of Reference, which will serve as the 'goal posts' for the actual planning process and will be presented to the Board of Governors for endorsement in June, 2022.

Direct engagement throughout the process will take place with the UNA in its capacity as an advisory body to the Board of Governors per the Neighbours Agreement, and in its role to represent residents' interests. The UNA will also be represented with a seat on the Community Advisory Committee along with two seats for 'at large' residents and one seat for a member of the University Faculty and Staff Tennant's Association (UFASTA).

Development Project Updates

For more information on major development projects, please visit:

<http://planning.ubc.ca/planning-development/projects-and-consultations>

SLP21044 Wesbrook Mall Upgrading Phase 3

On November 26, 2021, a Streets and Landscape Permit was issued for roadway improvements, changes to street lighting, and modifications to the Wesbrook Mall and Chancellor Boulevard intersection, as well as on Wesbrook from Chancellor Boulevard to Student Union Boulevard.

SLP21049 Rhododendron Wood Tree Removals

On December 3, 2021, a Streets and Landscape Permit was issued for the removal of two dead trees within Rhododendron Wood. The trees and any log debris will be left for wildlife habitat if they are deemed safe or they will be removed if deemed unsafe.

SLP21050 Binning Road Tree Removals

On December 3, 2021, a Streets and Landscape Permit was issued for the removal of two dead trees along the edge of Pacific Spirit Park on the east side of Binning Road. The trees and any log debris will be left for wildlife habitat if they are deemed safe or they will be removed if deemed unsafe.

SLP21051 South Campus Greenway Tree Removals

On December 3, 2021, a Streets and Landscape Permit was issued for the removal of nine trees that are dead, dying, or in poor condition along the pathway between Nobel Park and the UBC Farm. The trees and any log debris will be left for wildlife habitat if they are deemed safe or they will be removed if deemed unsafe.

DP21029 Butterfield Bronze Sculpture

On November 10, 2021, a Development Permit was issued to install a bronze horse sculpture, called *Columbia (2011)*, by artist Deborah Butterfield. The sculpture will be located on the Main Lawn next to the pond between the Carolinian Forest Garden and the Roseline Sturdy Amphitheatre at the UBC Botanical Garden.



Report Date: December 14, 2021
Meeting Date: December 21, 2021
From: Sundance Topham, Chief Administrative Officer
Subject: December Management Update

Background

The December 2021 Management Update is presented for information.

Decision Requested

For information

Discussion

CHIEF ADMINISTRATIVE OFFICER

In late November and early December a considerable amount of time was spent undertaking budgeting and undertaking the UNA Board elections. Time was also spent working on a variety of insurance related items as well as the UNA Community Works project planning.

Some of the key areas that I worked on over the past month include the following:

Board Relations

- Spent considerable time preparing for and undertaking the 2021 Director elections – including Director onboarding and Board orientation.
- Attended the UNA-UBC Liaison Committee

COVID-19 Support

- Ongoing monitoring of UNA COVID 19 processes.

Operations

- Ongoing work to advance the proposed UNA-UBC Community Works Funds projects to the next stage.

Finance

- Assisted with budget planning work
- Provided input on the financial components of the Athletics Access Fee discussion – including a review of proposed per capita amounts and reviewing the latest draft of the updated Neilson Report.



Risk Management

- Continue to support the UNA in implementing policy/training or contractual changes required as a result of the new UNA insurance coverage, including the creation to two new contract templates.

Programs and Services

- Records Management work - Continue to assist with the implementation of the Records Classification and Retention System.
- Participated in the Office Space Needs Assessment functional exercise. A placeholder for potential capital improvements has been included in the draft 2022-23 budget.

Human Resources

- Continue to work with new Recreation Manager to assist with on-boarding and departmental review.

Community Relations

- Extensive time was spent responding to comments/questions and concerns related to the proposed Wesbrook Basketball Court project. A stand-alone report contains feedback received by the UNA.

OPERATIONS

UNA Public Waste Solid Waste Audit

The UNA hired a consultant to conduct a public realm waste audit of our neighbourhoods. Over the course of three days in November, our consultant sampled 25 bins one time and 15 bins twice. The goal of the waste audit was to gather composition data, with waste sorted into the following categories: containers, garbage, dog waste, paper, organics, household waste, and other.

Operations & Sustainability will use the results of this audit to create strategic plans for future solid waste management in public spaces. The UNA Public Solid Waste Audit report is expected to become available in January 2022.

Snow and Ice Removal

As we are getting into the winter season, the UNA works with UBC and UNA Snow Removal Team, to ensure that residents can have access to key areas in the neighbourhoods.

The UNA will prioritize the following locations for snow and ice removal:

- Sidewalks around essential services
- Sidewalks around community centres

- Sidewalks around schools
- School routes
- High traffic sidewalks that are connected to main UBC walkways
- Sidewalks around bus stops
- Major crosswalks and letdowns

For more information, please visit [UNA Website](#)

Holidays Parking - Modified Parking Enforcement

The objective of modified holiday parking is to make it easier for our residents to celebrate this holiday season with their families and friends.

- Essential service only: Dec. 24, 2021 to Jan. 3, 2022
- No parking enforcement: Dec. 25, 2021 (Christmas Day) and Jan. 1, 2022 (New Year's Day)
- Regular parking enforcement will resume: Jan. 4, 2022

Please visit the [UNA website](#) for essential service regulations.

UNA EV Charing Stations Assessment

The UNA, UBC and AES Engineering started the EV charging station assessment project in mid-December.

This engineering assessment project is a collaboration between UBC Campus Planning and the UNA, the objective is to identify potential curbside EV charging locations across all UNA neighbourhoods. An initial assessment report should become available by late January 2022, and the information will be brought forward as part of as part of advancing the UNA's proposed UNA-UBC Community Works Funds projects.

FINANCE

Highlights of major activities:

- Budget for 2022/2023
- Continue working with JFTF
- Stiped Payment and Board Orientation

Details:

Continue the Budgeting process

Continue working on the 2022-23 draft budget. 2nd Draft will be presented to the Board in January. No major change is expected comparing to the 1st draft presented in November.

Public consultation planning has also been started as the next step once the draft budget is approved in January for consultation.

Joint Financial Task Force

Athletic Access Fees: The Neilson report is close to completion and will be finalized with questions and presentation tentatively in January. The next step is to have a JFTF meeting in February for further discussion of the fee structure between the UNA and UBC.

Reserves & Fix Assets: Continue working with JFTF to finetune our current reserve policy and try to define the responsibility of major asset items between the UNA & UBC. A tentative list will be compiled in January and the next step is to work with UBC to finalize all the items.

Stipend Payment & Board Orientation

Preparation for stipend payments to all the qualified directors for year 2021 and assist in the finance part of the Board orientation

COMMUNICATIONS

Website Updates

We continue to make improvements to our website's structure and backend. Here are some highlights:

- **API 2.0 Upgrade:** Testing was completed, and the new API is now online. Load times for the programs page are an average of 12.3 seconds faster, and page reloads are an average of 13.51 seconds faster. This change improves the technical stability and reliability of our online integration with PerfectMind.
- **Website Structure & Content Transition:** We are in the early stages of rolling out our updated website structure. This process is expected to take some time, with various menu and page changes scheduled to occur over the next few months.
- **Winter 2022 Programs:** Winter 2022 online registration went well except from some minor technical issues around featured programs and displaying date ranges. We were able to resolve those problems on launch day with our development team, and we are monitoring the site to make sure everything stays steady.

All-Candidates Forum

The All-Candidates Forum took place in the evening of November 18, 2021. Twelve out of the 13 candidates attended. The audience count reached 93 at one point during the event and over 30 questions were sent in through the Q&A Box.

The Moderator, Hailey Graham, prepared nine questions that were sent to all the candidates in advance. They were allowed to pick three questions to address for one minute each. Once all questions were addressed, the moderator selected questions from the audience and allowed anyone who wished to answer to speak on the question.

The Forum was fast paced, almost too fast paced, but given the number of candidates and the time we had, it was the best way for more issues to be covered/addressed. Overall, we received positive feedback for the format.

UNA Elections

The UNA Elections were concluded on November 30, 2021. During the last two weeks of the elections, Communications were involved in creating the counting procedures, coordinating with the Elections Officer, counting volunteers and the announcement of the successful candidates.

In the lead-up to the end of the elections, Communications coordinated with the Front Desk Team in order to resolve member issues regarding elections packages, particularly, around elections packages that were not received because of addresses that were not updated.

Communications also helped resolve complaints from members who did not like receiving emails from candidates. Many were unhappy despite the explanation that was provided – that the *Societies Act* has provisions regarding sharing of the member registry and that an opportunity to add their address to an exclusion list was provided earlier in the process.

A full report on the 2021 election will be coming to the Board in January through the Chief Administrative Officer.

Seasonal Marketing Support for Recreation Programs

The Communications Department and the Recreation Program Team held our seasonal marketing meeting and we outlined some key strategies to support the promotion of Winter Programs. Strategies include posters, promotions to Stratas, newsletter promotions, advertising and partner outreach.

Other:

- Staff support for CEAC Committee
- Participation in office space needs assessment exercise
- Support for Board orientation (slide editing and design)
- Communications support for front desk team
- Support for the Staff Social Events Committee
- Support for File Management project

RECREATION

November was a typical month for active use in the community with programs running strong. For the staff and programming team, it was a busy month. For front desk staff, the election was the primary focus, assisting with registration for the voting process and for programmers, changes to responsibilities and future planning dictated our daily work schedules. With December typically being a slower month, the Recreation team has been taking full advantage to get significant planning in place for the upcoming year.

Front Desk Update

Provincial Health Order (PHO) Operational Structure

- Front Desk (FD) Staff took over PHO enforcement from our security service on November 8
 - FD staff are required to check vaccine cards of participants and spectators for over 40 programs per week

Usership

- 359 Program Drop-ins
- 288 UNA Discount memberships added
- 30 UBC/UTOWN Discount memberships added
- 26 new paid parking permits issued (resident and visitor and replacements permits)
- 72 Applications reviewed (includes successful, unsuccessful, refunds, replacements, and all pass types)
 - 40 submitted online
 - 32 submitted in person

ZenDesk – Tickets Received / Tickets Solved / Touches

- 214 Received
- 160 Solved
- 453 Touches

Staffing Updates

- Nina Manhas started working as our Bookings Agent November 8
 - 11 external bookings have since been created
 - Internal events and bookings have been received and will continue to receive support from Nina, freeing up other staff to work more directly with their regular responsibilities
- Quy Nguyen (Kelly) started working as a Front Desk Staff November 3

Upcoming Holiday Hours of Operation

Date	Location	Hours	Other Notes
Dec 17	WCC, OBCC, (including fitness centres)	6pm close	Staff party
Dec 24-26	WCC, OBCC, (including fitness centres)	Closed all day	
Dec 27-30	WCC, OBCC, (including fitness centres)	10am-4pm	
Dec 31-Jan 1	WCC, OBCC, (including fitness centres)	Closed all day	
Jan 2-3	WCC, OBCC, (including fitness centres)	10am-4pm	
Jan 4	WCC, OBCC, (including fitness centres)	Regular hours resume	

Programming Update

Programs currently being offered UNA wide	231 – November 2021
Registered Participants	2223 – November 2021
Number of Withdraws	270 – September - November
Financials for Month – Total fees (including refunds)	\$149,279.58

Programming Highlights

Our programming team, of Josie Chow, Claire Russell, Linda Quamme and Vicente Regis produced some great events along with spending a great deal of time, planning for January. A few of the highlights for November included. Our women's engagement program Get Active had a successful outing to watch Thunderbirds Women's Hockey team beat Alberta Pandas 3-1. We had 25 people attend in our group, it was most people's first ever hockey experience and a good time was had by everyone.

To meet demands on the services side, we have increased Pickleball drop-in times for November and December. Attendance has been good, and participants have expressed their gratitude for more opportunities to play.

Heading towards 2022, the programming team, has been challenged to re-energize both the Westbrook and Old Barn community centres with new programs; Flow and Restorative Yoga, Youth Badminton Drop-in, Pickleball Advanced Doubles lessons, Art Therapy, Mixed Media, and Virtual Colour Pencil Sketching for seniors are just a few of the offerings headed our way.

Not forgetting our youth, our Youth Coordinator has been front and centre, ensuring we had volunteer students to assist us with the recent board election, as well as offering up range of new programs, Homework help, Peer tutoring, Preteen slam poetry and Yoga for students. Hal is well loved by the youth and is present daily in the youth/senior's centre to assist them.

Recognizing the Old Barn community centre as a gathering place for many families, we continue to offer workshops on Emergency Preparedness, Scams and Frauds along with Artistic performances on Saturday mornings, including Indigenous Storytelling for families and inclusive Dance workshops. The favorites of the community continue to be Coffee Talk and the Women's Social Club.

Events Highlights

Both WBC and OBCC respectively honored November 11th Remembrance Day and held the traditional visit of Santa at the Old Barn. Santa's recent visit to the Old Barn Community Centre was a huge success with unexpected outpouring of emotions of gratitude from residents and visitors. Santa arrived by RCMP in full dress, to the cheers of 299 individual families at the event. Programmers Linda Quamme and Claire Russell, created a winter festival, filled with music, food, and drink, and smiles everywhere. In what will continue to grow as an annual event, coming out of a pandemic made this year's visit something very special.

Health and Fitness Update

	Wesbrook	Old Barn	UNA Total
Attendance Fitness Centre	1804	42	1846*
Attendance Fitness Classes	163	0	163**
Personal Training Sessions	0	0	0

*Increase of 200 visits over the month of October.

**Increase of 27 participants over the month of October.

Health and Fitness Focus upcoming:

November was Fall Prevention Month - Fall Prevention Month encourages organizations to coordinate their efforts for a larger impact. Canadian organizations participate by planning initiatives and sharing evidence-based information on fall prevention. The WBC shared information with members of the prevention of falls both at home and in the community, through small group interactions.

Several members participated in Movember raising both funds and awareness of men's health issues, such as prostate cancer, testicular cancer, and men's suicide.

Due to popularity, four classes have been extended into December: Iyengar Yoga with Luci, Cardio Core Bootcamp, Power Yoga and Retro Aerobics!

January is right around the corner and as we build towards what should be our busiest time of year in the fitness centre, are increasing our offerings with new early morning group exercise programs, pop-up events in addition to a marketing campaign centered around personal training and helping everyone achieve their goals.

In summary both the WCC and the OBCC Recreation team, continue to work around PHO barriers in providing increased programming and events. With the success of most recent events there is great excitement as we move into the holiday season.

Financial Implications

None

Operational Implications

None

Strategic Objective

None

Attachments

None

Concurrence

1. Dave Gillis, Recreation Manager
2. Athena Koon, Finance Manager
3. Glenda Ollero, Communications Manager
4. Wegland Sit, Operations Manager

Respectfully submitted,



Sundance Topham
Chief Administrative Officer



MINUTES

PRESENT:

Jane Kang, Chair
Ran Keren, Co-Vice Chair
Susan Eadie, Co-Vice Chair

Alice Bradley
Eileen Le Gallais
Nidhi Raina (departed at 5:58 p.m.)

REGRETS

David Hahn
Michelle Niu

Lee Weinstein

GUESTS:

Ryan Williams, TWI Surveys Inc. (Item D)

STAFF:

Glenda Ollero, Communications Manager

RECORDING SECRETARY:

Debbie Reimer, Mosaic Writing Group

A. CALL TO ORDER

Jane Kang, Chair, called the University Neighbourhoods Association (UNA) Community Engagement Advisory Committee (CEAC) meeting to order at 4:34 p.m.

B. APPROVAL OF AGENDA

It was moved (Jane Kang) and seconded (Ran Keren)

THAT the University Neighbourhoods Association Community Engagement Advisory Committee approves the October 27, 2021 agenda, as circulated.

Carried

C. APPROVAL OF MINUTES

It was moved (Jane Kang) and seconded (Nidhi Raina)

THAT the University Neighbourhoods Association Community Engagement Advisory Committee approves the October 6, 2021 minutes with the following amendments:

- Addition of: Item 1i - Survey's goals, objectives, topics "and uses"
- Addition of: Item 1ii - CEAC survey uses to include encouragement of involvement in the UNA community

Carried

D. ITEMS/REPORTS

1. Community Survey

i. Introduction

Glenda Ollero, Communications Manager, introduced Ryan Williams, President, TWI Surveys, Inc.

ii. Presentation

Mr. Williams led the review of a presentation titled “UNA CEAC Setting The Foundation” and highlighted:

- Committee members requested that the survey results provide:
 - Methods for community connection
 - Resident demographics
 - Engagement for a diverse community
 - Ways to engage residents and encourage involvement
 - Resident views on the UBC community
 - Reasons for low election participation
 - Purposeful ways to engage and enrich
- Survey goals:
 - Understand demographics, attitudes and behaviours
 - Inform and encourage community engagement
- The first survey can create a benchmark for future information gathering
- Concern that low participation rates will affect result accuracy
- Potential distribution methods:
 - Social media
 - Mail out
 - QR code campaign
 - Small outreaches for outlying participants
 - Combination of methods to produce highest outreach
- Digital surveys allow for a quicker capture of data
- Mail surveys can be unreliable but may benefit groups with limited technology access
- Timelines:
 - November 2021 – collaboration on the draft survey
 - January/February 2022 – administer the survey
 - March 2022 – debrief regarding the survey findings
- Options to incentivized participation:
 - Relevant content for residents
 - Easy to understand language
 - Short survey length
 - Anonymous feedback opportunity
 - Prize draw
- Suggestion for CEAC to consider data management and protocols:
 - Data exposure can result from improper maintenance
 - TWI Surveys can gather, store data and maintain data privacy
 - TWI Surveys will produce reports but will not provide raw data in order to protect the privacy of survey respondents
- Translation:
 - An English-only survey would result in skewed data
 - The TWI Surveys platform can host multiple translations.

iii. Discussion

Discussion ensued on:

- Suggestions for the survey:
 - Include questions regarding residents’ requests for engagement

- Include questions regarding suitable events
- Categorize questions into social engagement and political engagement
- Include questions regarding length of residency and projected length of residency
- Minimize open-ended questions to aid in translation
- Allow submission of incomplete surveys to promote voluntary engagement and avoid forcing responses
- Request community members to translate completed surveys
- Hold an open house to promote, encourage, and aid in survey participation
- Resident changes in population due to COVID-19 show an increase in students living on campus
- The 2016 statistics profile is outdated
- Request that survey will produce long term results for the community despite changing demographics.

Action Item (01): Ryan Williams to provide the TWI Surveys Inc., presentation to Glenda Ollero for distribution to CEAC members.

Member and Guest Departed

Nidhi Raina and Ryan Williams departed the meeting at 5:58 p.m.

2. UBC Vancouver Campus Vision 2050

i. Introduction

Susan Eadie provided an update on the UBC Vancouver Campus Vision 2050 (Campus Vision):

- The reference to 2050 is not an end date for the project but is indicative of the future for UBC
- UBC recognizes the need to be more inclusive
- The Campus Vision will address both the academic mandate and newer residential developments
- The Campus Vision planning committee is exploring ways to reach out to residents
- The academic mission is the primary concern, however, resident concerns will also be considered:
 - The Campus Vision planning committee intends to create a resident focus group
 - Residents will be invited to participate in information gathering
 - The potential for an overlap of the resident focus group goals with those of the CEAC
- Recognition that housing is a critical issue for residents, students, and staff
- A community advisory committee will be implemented as part of the process to develop the Campus Vision
- Administrative groups e.g., Campus and Community Planning will consult with the CEAC regarding information sharing.

ii. Discussion

Discussion ensued on:

- Business and services will be included in the Campus Vision but have not yet been consulted

- Suggestion to use open houses for information gathering and sharing
- Suggestion for CEAC to provide information received from surveys to the Campus Vision planning committee
- The UNA Board is interested in participating in the development of the Campus Vision.

3. Reminders From The Chair

i. Introduction

Jane Kang, Chair, requested that times be allocated to each item in future CEAC agendas to improve the efficiency of meetings.

ii Discussion

Discussion ensued on:

- Time limitations be used per item but not on speakers
- Suggestion that in-person meetings are more efficient:
 - In person meetings may be scheduled by December 2021
- Suggestion that the Chair maintain a speakers list for efficiency.

It was moved (Jane Kang) and seconded (Alice Bradley)

THAT the University Neighbourhoods Association Community Engagement Advisory Committee include allocated times for each agenda item on future CEAC agendas to improve meeting efficiency.

Carried

***Action Item (02):** Glenda Ollero to include allocated times for each agenda item in future CEAC agendas.*

E. ADJOURNMENT

The date and time of the next meeting is to be determined.

It was moved (Jane King) and seconded (Ran Keren)

That the University Neighbourhoods Association Community Engagement Advisory Committee meeting adjourned at 6:35 p.m.

Carried



Report Date: December 6, 2021
Meeting Date: December 21, 2021
From: Sundance Topham, Chief Administrative Officer
Subject: 2022 UNA Board Meeting Schedule

Background

The 2022 UNA Board Meeting Schedule is attached for information.

Decision Requested

For information

Discussion

The UNA Bylaws require the Directors to meet not less than six times per calendar year.

The Board Rules of Procedure note that the Chair must determine the dates, times and place of the regular Board meetings.

The Board Rules of Procedure also note that the Chief Administrative Officer (CAO) must prepare, in consultation with the Chair, a schedule of the dates, time, and locations of the regular Board meetings for the year and must post the schedule of regular Board meetings on the UNA's website.

The attached 2022 schedule includes one scheduled meeting per month, for every month except August – with a tentative meeting scheduled for July (to be determined closer to the meeting date). The meetings will take place on the third Tuesday of the month, starting at 5:30 pm.

Meetings will typically take place in the Social Room at the Wesbrook Community Centre; however, due to the impacts of COVID-19 and other circumstances that may make meeting in person impractical, it is anticipated that meetings will occasionally take place online.

Financial Implications

None



Operational Implications

None

Strategic Objective

UNA Community and Stakeholder Relations

Attachments

1. Schedule A – 2022 UNA Board Meeting Schedule

Concurrence

None

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Sundance Topham', is written over a horizontal line.

Sundance Topham
Chief Administrative Officer



2022 Regular Meetings of the UNA Board of Directors

January 18, 2022
Tuesday

February 15, 2022
Tuesday

March 15, 2022
Tuesday

April 19, 2022
Tuesday

May 17, 2022
Tuesday

June 21, 2022
Tuesday

July 19, 2022
Tuesday – Tentative – As Needed

August 2022
No meeting

September 20, 2022
Tuesday

October 18, 2022
Tuesday

November 15, 2022
Tuesday

December 20, 2022
Tuesday

Meetings will be held at 5:30 p.m. at the Wesbrook Community Centre, unless otherwise communicated by the UNA.



Report Date: December 13, 2020
Meeting Date: December 21, 2020
From: Sundance Topham, Chief Administrative Officer
Subject: Wesbrook Basketball Court Feedback

Background

At the November 16 meeting the UNA Board passed two motions in relation to the proposed Wesbrook Basketball Court project:

THAT the UNA direct UBC Properties Trust to withdraw the development permit application for the Wesbrook Basketball Court.

THAT the UNA representatives to the Metro Vancouver group considering the expenditure of the Community Works Fund consider further Recreation Proposal for Wesbrook Place.

The withdrawal of the project resulted in the UNA receiving numerous comments from the public in relation to both the proposed project and the consultation process.

This report summarizes the process that led to the proposed basketball court development permit being submitted and attaches the comments that were sent to the UNA in relation to the proposed basketball court.

Although there were numerous social media comments/emails/news stories in relation to this project, the only items attached were those comments submitted to the UNA (i.e. not to individual Directors).

Decision Requested

For information

Discussion

The Wesbrook Outdoor Basketball Court project was one of four potential community works fund projects that were advanced by the Board at their September meeting, including an Electric Vehicle Charging Stations project, a Solid Waste Receptacle Replacement project and an Acadia Neighbourhood Active Transportation project.

At that meeting it was noted that if the Board advanced the projects, the following steps would take place:

- *Provide Area A with description of potential projects – September working group meeting. Receive approval to advance the projects.*
- *Move forward with any required studies/detailed costing.*
- *Adjust/amend the projects as necessary. Provide update to UNA Board. Request approval of final projects.*
- *Bring finalized projects to Electoral Area A Committee for approval and advancement to Metro Vancouver Regional District Board for approval.*

It was also noted verbally at the September meeting that Campus + Community Planning (C+CP) and UNA staff had reviewed potential locations in the Wesbrook neighbourhood for siting the temporary basketball court, and that the only site that C+CP staff were in favour of advancing was the location identified to the Board, on the corner of Birney Avenue and Webber Lane, adjacent to the water park.

It was further noted in the staff report that the site would be considered subject to further engagement with the Vancouver School Board *and any required permitting processes.*

At no point did the Board ask staff to consider other potential locations or recreation opportunities.

The UNA representatives presented the projects to the Electoral Area A Community Works Fund working group in September, and that working group agreed that the potential projects should advance.

This information was provided to the Board in the October Management report, along with an update that the projects had moved to the feasibility and planning stage.

Based on the preceding decisions, a preliminary design of the basketball court – on the site + location provided to the Board – was created by a landscape architect with extensive experience working in the neighbourhood housing areas.

In order to determine whether the preliminary design/siting was suitable and met the regulatory guidelines, the site design was required to go through the UBC planning process – which includes the development permit review.

The Development Permit process is a required planning exercise that looks at whether the project meets Campus and Community Planning development guidelines – this process includes community consultation. Without this process the project could not advance.

This process would also help to clarify the budget for the proposed basketball court, as a total of \$200,000 was earmarked for the Wesbrook Basketball Court, and the design had to fall within these parameters.

An overview of this process was provided in the November Management update, and was further clarified verbally at the meeting as follows:

- A layout and site plan for the basketball court has been created, which will be advancing through UBC planning and consultation processes prior to coming back to the UNA Board for consideration of approval.
- Consultation opened officially on November 10th, a virtual public open house to review the design is scheduled for November 23rd, and the DP consultation period ends on November 30th.
- The Development Permit process is a required technical exercise that looks at whether the project meets Campus and Community Planning development guidelines – this process includes community consultation.
- Once the Development Permit process is completed, and if the proposed project meets the technical requirements, the project will come back to the UNA Board for review.
- The public comments received during the Development Permit consultation process will be brought to the Board during the UNA review process - and if the Board feels like it needs further community consultation, they can direct staff to engage with the community further.
- If the UNA Board would still like to advance the project after reviewing the community feedback, the project will go to the Area A Committee (currently scheduled for February) for review – as funding approval for the project needs to come from Metro Vancouver.
- Although the current project webpage notes that *“Following the public consultation period and consideration by the Development Permit Board, the project will be subject to approval by the University Neighbourhoods Association Board and Metro Vancouver.”* This message can be amplified further, and staff will include more comprehensive information in the upcoming UNA newsletter.

The motions from December are being reconsidered at the December 21, 2021 UNA Board meeting, and the future of the project will depend on direction provided by the Board.

Financial Implications

None

Operational Implications

None



Strategic Objective

UNA Community and Stakeholder Relations

Attachments

1. Schedule A – Wesbrook Basketball Court feedback

Concurrence

None

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Sundance Topham', is written over a horizontal line.

Sundance Topham
Chief Administrative Officer



From: Robert [REDACTED]
Sent: December 1, 2021 10:04 PM
To: Reception - My UNA <reception@myuna.ca>
Subject: Basketball Court Dev App Withdrawl

I live at [REDACTED] Birney Ave and am a UNA member.

I am writing to express my discontent with the bball court development vote and how it was handled, esp' if [this report](#) is true that a handful of board members dominated the discussion and public comment was disallowed.

Please direct me to where I can find the minutes of the meeting in question.

Happy Holidays!

--

Robert [REDACTED]

From: Mihai [REDACTED]
Sent: November 30, 2021 8:07 PM
To: Reception - My UNA <reception@myuna.ca>
Subject: Withdrawn basketball court proposal: profound disappointment

Hello,

I'm writing about the withdrawn basketball court proposal, which I unfortunately only became aware of after it was withdrawn.

I'd like to very simply address the three primary concerns raised.

1) Noise: So? This is a city. Amenities need to exist somewhere. Put up a sign that the courts cannot be used after 9pm. This is how things work in a city.

2) Decrease in property values: Urban planning studies actually show that local amenities increase property values. But even this is beside the point. These are the endowment lands, the purpose is to serve the university community at large, NOT to return a healthy investment for private land owners. I'd advise you to reflect on what this land is meant for in the first place.

3) "Dangers" to children from people playing basketball. Let me be blunt. This is plain racist dog-whistling. Let's consider an analogous question: when the baseball field was being built just a couple hundred meters away, did residents come out to sound the alarm about "dangers to children"?

I have to question why the UNA board exists, if it so readily caves to the demands of an extremely small albeit vocal minority. Wesbrook Village is already sorely lacking in amenities and this was an opportunity to enrich the entire community. To cancel it outright, without even a second stage of consultation, is a dereliction of duty. It's an absolute shame.

Sincerely,
Mihai [REDACTED]
Resident, Cypress House, Wesbrook Village

From: [REDACTED] Lisa [REDACTED]
Sent: November 20, 2021 2:46 PM
To: Info for UBC Properties <info@ubcproperties.com>; CCP Info Planning <info.planning@ubc.ca>
Subject: Deep disappointment in the Wesbrook Place Basketball Court - Application Withdrawn

To whom it may concern,

As the parent of two young boys living in Wesbrook Village, I am deeply disappointed in the UNA's undemocratic withdraw of the Wesbrook Place Basketball Court application without any transparent, fair consultation with the community and the abrupt cancellation of the planned community consultation. Apparently three people attended a board meeting (in which the basketball court was not on the agenda) and convinced the board to cancel the entire process just days before the consultation was scheduled to take place. Many of us were planning to attend the consultation to support the basketball courts. I am ashamed to be represented by a UNA board that would withdraw an application before asking the community for our input.

A basketball court is desired by many families in Wesbrook Village and aligned with the goals of the UNA. So many other families are upset about what took place by the UNA, but unfortunately we are not very familiar with the local politics and it is confusing to understand how to make our voices heard.

If you have any suggestions how we can get a basketball court in Wesbrook Village to provide a safe outdoor activity for our youth during COVID-19, please let me know and I will share with fellow families.

Sincerely,



Lisa [REDACTED]

[REDACTED]

From: Matteo [REDACTED]
Sent: November 18, 2021 8:31 PM
To: UNA Support <support@myuna.ca>; Reception - My UNA <reception@myuna.ca>
Subject: RE: UNA Support - Conversation Updated [#2568]

Dear Sundance and Board of Directors,
I do not understand exactly how the decision to withdraw the permit for the basketball court was taken. I read through the meeting report of last Tuesday and found no mention of noise complaints for the court. Was this just feedback from online forms? I would like to understand the democratic process that went behind the decision: there was a public hearing scheduled purposely to discuss that project were everybody could be heard, but this was shutdown out of the concern of few people who didn't wait for the public forum? How is the voice of everybody else heard?
Please let me know if I am misunderstanding,
I really appreciate the time you are taking to answer my concerns.
Matteo

-----Original Message-----

From: [REDACTED]
Sent: November 20, 2021 9:09 AM
To: Reception - My UNA <reception@myuna.ca>
Subject: Basketball courts

Hi,

I think it's sad that the basketball court application has been rescinded without what appears to be due democratic process.

I know of many community members and families that support the development of a basketball court in Westbrook village . I am sure there is opposition to it too but it's probably a select few.

How is a basketball court different than having a splash pad, soccer field , baseball diamond, playgrounds , high school , volleyball court etc etc in the area? Physically very little I think but I'm sure the sociological/cultural "reasons" are vast.

While on the subject of recreational land use I would also like to propose the idea of outdoor tennis courts and a bike pump track.

Thanks,

Kar-Yee

Kar-Yee [REDACTED]
[REDACTED]

-----Original Message-----

From: Reid [REDACTED]
Sent: November 20, 2021 1:26 PM
To: Reception - My UNA <reception@myuna.ca>
Cc: [REDACTED]
Subject: Basketball court

Hi,

I just want to voice my discontent with the UNA board being swayed by a small group of vocal NIMBYs with respect to the local basketball court application. The community has exactly zero amenities for children over 12 years old, and it is a terrible decision to tell our neighbourhood teens that they do not matter and their health and wellbeing are of no importance to this community. That location, adjacent the splash pad and soccer fields, would actually get used by teenagers, and by other community members who may want access to a flat hard surface (of which there are none in all of Wesbrook) for recreation. The location will be no quieter when the school is eventually built in that location: will the UNA block that as well?

This is a shortsighted decision that was communicated extremely poorly and only highlights the lack of governance and openness the UNA board shows to the neighbourhood and its residents.

—Reid [REDACTED]

-----Original Message-----

From: cinda [REDACTED]
Sent: Saturday, November 20, 2021 2:11 PM
To: CCP Info Planning <info.planning@ubc.ca>
Cc: Mike [REDACTED]
Subject: Wesbrook Basketball Court Process

Hello,



I am a resident of Webber House in Wesbrook, and I have just learned that the basketball court project, about which my teens were excited, has been cancelled without an opportunity for public discussion. I understand that this kind of thing will induce a variety of opinions, and I even understand that some of the concerns may merit the cancellation of the project. What I cannot stomach, though, is the fact that the negative voices were strong enough to cut off the dialogue completely. Why was the public open house cancelled? I'd have liked an opportunity to work for a compromise with those opposed.

Note that there will ALWAYS be naysayers for every community project. If you pay heed to all of the complaints, then there will be no community facilities, at all. Also note that children, who stood to benefit from this particular project, actually had the least voice in the discussion. It's easy to take stuff away from kids.

Thanks,
Cinda

From: Kerry [REDACTED]
Sent: November 19, 2021 4:42 PM
To: Reception - My UNA <reception@myuna.ca>
Subject: basketball support

Hi,

I guess that some people were unsupportive of the basketball court, and their voices rang loudly. I on the other hand was so happy to hear about it, and was excited that my son would have another place nearby to play outdoors. I hope that the board reconsiders and doesn't stop a project because a few people complained -- in my opinion, there is deep support for outdoor places that are OPEN to our residents (unlike the soccer field, for example), and basketball is a great sport for young people. It is a shame that some people took the time to complain and that this was the extent of the discussion.

Kerry [REDACTED]
Dahlia

From: Allan [REDACTED]
Sent: November 18, 2021 3:06 PM
To: Reception - My UNA <reception@myuna.ca>
Subject: FW: Notice of Development Permit Application - Wesbrook Place Basketball Court - Update

Hi Team,



Additional feedback regarding the basketball court.

With Kind Regards,

Allan [REDACTED]
Property Administrator

[REDACTED]

[REDACTED]

This email may contain confidential and/or privileged information. If you are not the intended recipient or have received this email in error, please notify the sender immediately and destroy this email. Any unauthorized copying, disclosure or distribution of the information contained in this email is prohibited.

 Please consider the environment before printing this e-mail.

From: Ramsey, [REDACTED]
Sent: Thursday, November 18, 2021 3:04 PM
To: Allan [REDACTED]
Subject: Re: Notice of Development Permit Application - Westbrook Place Basketball Court - Update

That would be great.
Here is what I would like to say:

Making a decision to eliminate a community amenity without an adequate opportunity for full public feedback is a terrible mistake and represents a disturbing precedent being set. The voices of the few have precluded the voices of the many from a chance for fair comment. This is a terrible decision made for all of the wrong reasons.

Matthew [REDACTED]
[REDACTED]

FOR AFTER-HOURS AND WEEKEND MEDIA INQUIRIES, PLEASE CALL [REDACTED]

[REDACTED]



UNIVERSITY
NEIGHBOURHOODS
ASSOCIATION



THE UNIVERSITY OF BRITISH COLUMBIA

From: Allan [REDACTED]
Date: Thursday, November 18, 2021 at 3:01 PM
To: [REDACTED] Matthew" [REDACTED]
Subject: RE: Notice of Development Permit Application - Westbrook Place Basketball Court - Update

Hi Matthew,

May I share your sentiments with the UNA – they would appreciate any feedback you have and any other residents as well.

With Kind Regards,

Allan [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

This email may contain confidential and/or privileged information. If you are not the intended recipient or have received this email in error, please notify the sender immediately and destroy this email. Any unauthorized copying, disclosure or distribution of the information contained in this email is prohibited.

 Please consider the environment before printing this e-mail.

From: Allan [REDACTED]
Sent: November 18, 2021 2:59 PM
To: Reception - My UNA <reception@myuna.ca>
Subject: FW: Notice of Development Permit Application - Westbrook Place Basketball Court - Update

Hi Team,

Please see below feedback from one of the Mundell House residents regarding the basketball court proposal.

With Kind Regards,

UNIVERSITY NEIGHBOURHOODS ASSOCIATION

202-5923 Berton Ave., Vancouver, British Columbia V6S 0B3 T: 604.8275158 F: 604.8275375 reception@myuna.ca www.myuna.ca



Allan [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

This email may contain confidential and/or privileged information. If you are not the intended recipient or have received this email in error, please notify the sender immediately and destroy this email. Any unauthorized copying, disclosure or distribution of the information contained in this email is prohibited.

 Please consider the environment before printing this e-mail.

From: Ryan [REDACTED]
Sent: Thursday, November 18, 2021 12:55 PM
To: Allan [REDACTED]
Subject: Re: Notice of Development Permit Application - Wesbrook Place Basketball Court - Update

Dear Campus and Community planning,

My family and I live in Mundell house, just a block away from the intended basketball courts. We think that the courts are a fantastic idea. Sport is in my opinion an excellent way to build community, excellent for the health of community members, and basketball courts in particular are an excellent use of space in that many people can play at the same time. Basketball courts are also excellent because the flat paved surface can be used for ball hockey, children's ride on toys, etc, etc.

I have heard concerns locally about young people "up to no good" in the area, and providing appealing activities seems like the remedy to this.

Actually, I think that it would be a good idea to put in more than one basketball court.

Yours sincerely,
Ryan [REDACTED]

Dear Mr. Topham and Rev Watson,

I can't believe that the UNA has asked UBC to stop the basketball court – that is amazing and outrageous. This is a much needed project. The points

of opposition to the court have been framed around erroneous claims: property value, noise, safety of daycare children. These are all claims that are unfounded and seriously problematic in their implications.

I look forward to you retracting your call to halt the basketball court development and to offer strongly enthusiastic support.

Yours,

Charles [REDACTED]

Charles [REDACTED]

Located on the traditional, ancestral, and unceded territory of the xwməθkwə'yəm (Musqueam) People.

email: [REDACTED]



Report Date: December 16, 2020
Meeting Date: December 21, 2020
From: Sundance Topham, Chief Administrative Officer
Subject: UNA Committee Appointments

Background

The UNA has created, or participates in several different committees, including Board Standing Committees, Board Committees, Advisory Committees and UBC Committees.

The Terms of Reference (TOR) for these committees vary, and the membership of the committees (both in terms of UNA members and resident participation) is typically reviewed annually, with any changes to committee appointments to be dealt with at the December Board meeting.

The following report, which utilizes recommendations from the Chair where applicable, recommends the UNA committee membership composition for 2022.

Decision Requested

1. THAT the Board appoint Director Holmes and Director Gallo, and Director Mojdehi to the Finance and Audit Committee.
AND THAT the Board appoint Director Holmes the Chair, and Director Gallo the Vice Chair of the Finance and Audit Committee.
2. THAT the Board appoint Chair Watson and Director Glassheim and Director McCutcheon to the Governance and Human Resources Committee.
AND THAT the Board appoint Chair Watson the Chair, and Director McCutcheon the Vice Chair of the Governance and Human Resources Committee.
3. THAT the Board confirm that there will be no changes to the existing makeup of the Neighbours Agreement Committee.
4. THAT the Board appoint Directors to the Land Use Advisory Committee.
AND THAT the Board appoint a Chair of the Land Use Advisory Committee.
5. THAT the Board appoint a second Director to the Community Engagement Advisory Committee.
6. THAT the Board appoint two Directors to the UNA-UBC Liaison Committee.
AND THAT the Board confirm that Chair Watson will remain the co-Chair of the UNA-UBC Liaison Committee.

7. THAT the Board appoint a Finance Committee member to the Joint Financial Task Force.
8. THAT the Chair appoint a second Director to the Joint Financial Task Force.
9. THAT the Board confirm that there will be no changes to the makeup of the UNA appointees to the Area A Community Works Fund Committee.
10. THAT the Board appoint a UNA representative to the UBC Campus Vision 2050 Community Advisory Committee.

Discussion

The following pages contain a listing of the current and proposed UNA Committees, along with their current make-up, and where known, proposed 2022 makeup. The information only includes the current or former Board Plus members (and AMS appointees) on the committees, it does not include members of the public. Any conversations in regard to appointing or removing members of the public to UNA Committees takes place in Closed Session.

As there was an election this year, and the number of Directors on the UNA Board has increased from five to seven, there are a number of new Directors to integrate into the committee structure. As well, on December 15 the UNA received an invitation to appoint a UNA representative to the Campus Vision 2050 Community Advisory Committee. This process has been integrated into the overall committee appointment process, as the UNA representative needs to be appointed prior to the January Board meeting.

Finally, the AMS has approached the UNA to begin the process of drafting the UNA-AMS Joint Advisory Committee Terms of Reference (TOR) as contemplated in the UNA-AMS Memorandum of Agreement (MOA). It is anticipated that a draft of this TOR will come to the Board at the January Board meeting.

Where no specific members have been recommended it will be up to the Board to determine the makeup of the committees. It is anticipated that this will be done through the Board Chair calling for nominations at the meeting and determining committee composition by vote.

The TOR for the committees and the UNA-AMS MOA are attached to this report.



Committee	2021 Board Plus Members – Not Including External or Staff	Proposed 2022 Board Plus Members – Not Including External or Staff	Notes
Finance and Audit Committee	Chair Watson Director Holmes Director Kang UBC Member - Heth	Director Holmes Director Gallo Director Mojdehi UBC Member - Heth	<p>Up to four Directors appointed by the Board on the recommendation of the Board Chair. Chair and Vice Chair of the Committee are the persons appointed by the Board to these positions on the recommendation of the Board Chair. Includes one UBC Member as per the NA2020. UBC Member does not have a vote.</p> <p>No specific Term. The Board Chair is to review the composition of the Committee annually and may review the composition at other times. Following the review, the Board Chair may recommend to the Board that a Committee member be replaced, that a vacancy be filled, or that a new person be appointed the Committee Chair or the Committee Vice Chair.</p>
Governance and Human Resources Committee	Chair Watson Director McCutcheon UBC Member - Jolly	Chair Watson Director Glassheim Director McCutcheon UBC Member - Jolly	<p>Committee will be comprised of the Board Chair and up to two Directors, as recommended by the Board Chair to the Board for approval. Committee Chair will be selected by the Board from among the Directors. The Board will also appoint a Vice-Chair from among the Directors appointed to the Committee to fill in when the Committee Chair is absent. UBC Member may be invited to attend from time-to-time.</p> <p>No specific Term. The Board Chair will review committee membership on an annual basis and make recommendations to the Board for changes. The Committee may from time-to-time invite a UBC Member to meet with the committee.</p>
Neighbours Agreement Committee	Director Holmes Director McCutcheon Director Mullen	Director Holmes Director McCutcheon No changes proposed to external appointees	<p>Chair is Director Holmes.</p> <p>No specific Term. A Committee member who is a UNA Director does not cease to be a member on ceasing to be a Director.</p>



Land Use Advisory Committee	No Directors currently appointed AMS Student Representative Saad Shoaib	To be determined by Board AMS Student Representative Saad Shoaib	Committee will include up to two Board Directors (“Director”), one of whom shall be appointed as Chair. Chair will be appointed by the Board for a two-year term, except that an individual appointed as Chair ceases to be Chair if the individual ceases to be a Director. Appointments of Directors are for a two-year term, except that membership on the Committee ceases upon ceasing to be a Director. AMS appointed representative as per UNA-AMS MOU.
Community Engagement Advisory Committee	Director Kang	Director Kang Second Director to be determined by Board AMS Student Representative Sofia Ngieng	Committee will include up to two Board Directors, one of whom shall be appointed as Chair. The Chair will be a member of the Board. Chair will be appointed by the Board for a two-year term, except that an individual appointed as Chair ceases to be Chair if the individual ceases to be a Director. Appointments of Directors are for a two-year term, except that membership on the Committee ceases upon ceasing to be a Director.
UNA-UBC Liaison Committee	Chair Watson Director Holmes Director Mullen	Chair Watson Two remaining Directors to be determined by Board	Three members of the UNA Board of Directors appointed by that Board, one of whom must be the Chair, UNA Board of Directors. The UNA Board of Directors will appoint one of the UNA Liaisons to serve as Co-Chairs of the Liaison Committee. An individual appointed as a UNA Liaison ceases to be a UNA Liaison on the earlier of the appointment of a replacement UNA Liaison by the UNA Board of Directors and the cessation of the individual’s membership on the UNA Board of Directors. No specific Term.
Joint Financial Task Force	Chair Watson Director Holmes Director Kang	Chair Watson Finance Committee member appointed by Board Second UNA Director to be appointed by Chair	UNA Membership: <ul style="list-style-type: none">- (Co-chair), Board Chair, UNA- Resident Director Finance Committee member, UNA- Resident Director Position or resident at large, UNA (appointed by UNA Chair) No specific Term.



Area A Community Works Fund Committee	Chair Watson Director Kang	Chair Watson Director Kang	No specific Term - Appointed by Board to work with Chief Administrative Officer and Area A/UBC/UEL Community Works Fund Committee
Campus Vision 2050 Community Advisory Member	N/A	To be determined by Board	No specific Term. Appointed by the UNA Board – can either be a Director or Staff representative, or someone from the community. C+CP looking for continuity in length of term – but the entire process will run 2.5 years and they acknowledge there may be changeover. There will be Residents at Large on the CAC as well as a UNA appointee.
UNA-AMS Joint Advisory Committee	N/A	To come to the Board in January	N/A



Financial Implications

None

Operational Implications

None

Strategic Objective

UNA Community and Stakeholder Relations

Attachments

1. Schedule A – Finance and Audit Committee Terms of Reference
2. Schedule B – Governance and Human Resources Committee Terms of Reference
3. Schedule C – Neighbours Agreement Committee Terms of Reference
4. Schedule D – Land Use Advisory Committee Terms of Reference
5. Schedule E – Community Engagement Advisory Committee Terms of Reference
6. Schedule F – UNA-UBC Liaison Committee Terms of Reference
7. Schedule G – Joint Financial Task Force Terms of Reference
8. Schedule H – Campus Vision 2050 Community Advisory Committee Terms of Reference
9. Schedule I – UNA-AMS Memorandum of Agreement

Concurrence

None

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Sundance Topham', is written over a horizontal line.

Sundance Topham
Chief Administrative Officer

TERMS OF REFERENCE

BOARD STANDING COMMITTEE ON FINANCE & AUDIT

1. Committee Purpose

To assist the Board in fulfilling its responsibilities for the financial affairs of the UNA and to make recommendations to the Board regarding The Neighbours' Fund (a UBC fund).

2. Advisory Committee

The Committee is an advisory committee to the Board. It does not have decision-making authority.

3. Committee Mandate

3.1 Financial Functions

- Work with staff to develop the annual budget for submission to the Board for approval;
- Review the quarterly financial statements prepared by staff and advise the Board of any issues, including significant variances from budgeted amounts;
- Review policies regarding the spending authority of Directors and staff;
- Review policies regarding signing authority for banking purposes;
- Make recommendations to the Board regarding the Directors and staff who are to be given signing authority;
- Review the investment policy for the UNA's financial assets;
- Monitor the UNA's investments;
- Review the UNA's financial management policies and practices;
- Make recommendations to the Board following from an above-mentioned review or the monitoring of investments; and
- Make recommendations to the Board regarding The Neighbours' Fund, including, for greater certainty, the amounts to be contributed to, or withdrawn from, the reserves maintained in that fund.

3.2 Audit Functions

- Recommend annually to the Board, for approval by UNA members at the Annual General Meeting, the appointment of a firm of accountants as the UNA's external auditor;

- Review the scope, timetable, and fees for the audit plan and raise any concerns with the Board;
- Meet with the auditor, which meetings may, at the Committee's discretion after consultation with the auditor, take place in whole or in part without the presence of staff;
- Review the audited financial statements and the audit report, and advise the Board of any significant issues; and
- Review any changes in internal controls and procedures that are recommended by the auditor and make recommendations to the Board.

3.3 *Other Functions*

- Review annually the UNA's proposed insurance coverages and recommend approval or changes to the Board;
- Review these terms of reference periodically and, if the Committee determines that changes are desirable, recommend the changes to the Board;
- Review and make recommendations to the Board on other matters identified by the Committee respecting either the financial administration of the UNA or The Neighbours' Fund; and
- Carry out other functions assigned to the Committee by the Board.

4. **Committee Composition**

4.1 *Members*

The Committee consists of up to four Directors appointed by the Board on the recommendation of the Board Chair.

4.2 *Chair and Vice Chair*

The Chair and Vice Chair of the Committee are the persons appointed by the Board to these positions on the recommendation of the Board Chair.

4.3 *Review of Committee Composition*

The Board Chair is to review the composition of the Committee annually and may review the composition at other times. Following the review, the Board Chair may recommend to the Board that a Committee member be replaced, that a vacancy be filled, or that a new person be appointed the Committee Chair or the Committee Vice Chair.

5. **Vice Chair's Role**

The Vice Chair is to assume the responsibilities of the Committee Chair in the absence or inability to act of the Chair.



6. Reporting

The Committee is to report orally or in writing to the Board at each regular Board meeting, which report is to include a description of the substantive matters considered at Committee meetings that were held following the preceding regular Board meeting.

7. Meetings

7.1 Frequency

The Committee is to meet monthly, at least one week before the regular Board meeting in each month, and at such other times as the Chair determines.

7.2 Agenda

- The Committee Chair is to set the agenda for each meeting in consultation with the Chief Administrative Officer.
- The Chief Administrative Officer is to distribute the agenda package for a meeting to Committee members at least three days before the meeting.

7.3 Procedure

- The Committee is to conduct its business in accordance with the *Board Procedures Policy* or any procedural rules that replace that policy.
- The Committee Chair is to chair meetings of the Committee.
- Committee meetings are not open to the public.

7.4 Minutes

- The Chief Administrative Officer is to arrange for minutes to be made of each Committee meeting.
- The Committee Chair is to review a draft of the minutes of a meeting before the minutes are submitted to the Committee for approval.
- Minutes of each Committee meeting are to be included with the agenda of the next regular Board meeting after the minutes have been approved by the Committee.

8. UBC Representative

8.1 Participation in Meetings

After the UNA Bylaws that were approved in the Special General Meeting held on September 30, 2020 take effect, one UBC representative may attend and participate in Committee meetings, in accordance with Bylaw 8.8. For greater certainty, the UBC representative does not have a vote.



8.2 Entitlement to Materials

The UBC representative is entitled to receive notices of meetings, meeting agendas, minutes of meetings, and all other material prepared for the Committee.

9. Committee Operations

9.1 Administrative and Technical Support

The Chief Administrative Officer is to assign staff to provide administrative and technical support to the Committee.

9.2 Liaison with Staff

The Chief Administrative Officer is the principal liaison between the Committee and staff, and may delegate liaison functions to the Finance Manager.

9.3 Directions to Staff

To assist it in carrying out its mandate, the Committee may direct staff to provide information and prepare reports, but only if the direction does not put an undue burden on staff as determined by the Chief Administrative Officer.

10. Projects

If the Committee wishes to undertake a project that requires considerable staff time or the expenditure of money, it may submit details of the project, including proposed expenditures, to the Board with a request for approval.

11. Community Consultation and Engagement

Unless explicitly requested by, or approved by, the Board, the Committee is not to engage in community consultation, town hall meetings, public hearings, or similar activities. However, the Committee may meet with any resident who has requested to meet with the Committee.

December 2020



TERMS OF REFERENCE

BOARD STANDING COMMITTEE ON GOVERNANCE & HUMAN RESOURCES

1. Committee Purpose

To serve as the focal point for UNA Board consideration of UNA policies and programs related to governance of the UNA, and related to Human Resources policies and practices.

2. Committee Mandate

2.1. The Committee's mandate with respect to **governance** is to:

- As directed by the Board review the overall governance structure on a regular basis, identifying any areas of concern and recommending changes to the UNA Board as appropriate based on good governance practices;
- As appropriate, and subject to guidance from the Board, to liaise with UBC on matters related to the above;
- Act as a forum for discussions with Community Advisory Committees and Working Groups, with particular reference to the Community Engagement Committee.
- Review the skills and experience of Board members to identify ongoing needs with respect to training and orientation;
- Review these terms of reference on an annual basis and recommend changes to the UNA Board as appropriate.

2.1 The Committee's mandate with respect to **Human Resources** is to:

- Review and forward to the Board - with recommendations for approval or amendment - any human resources policies, recruitment practices, compensation schedules, benefits packages or other reports submitted to them by the Chief Administrative Officer for review;
- Coordinate with the Board the annual performance evaluation of the Chief Administrative Officer.

2.2. The Committee is an advisory committee to the Board; it does not have decision making authority.

3. Committee Composition

The Committee will be comprised of the Board Chair and up to two Directors, as recommended by the Board Chair to the Board for approval. The Committee may from time-to-time invite a



UBC Member to meet with the committee. The Chief Administrative Officer or designate will act as the staff liaison.

4. Chair

The Committee Chair will be selected by the Board from among the Directors. The Board will also appoint a Vice-Chair from among the Directors appointed to the Committee to fill in when the Committee Chair is absent.

5. Length of Term

The Board Chair will review committee membership on an annual basis and make recommendations to the Board for changes, as appropriate.

6. Reporting

A report from the Committee will be a standing item on the Board Agenda, and the Committee Chair will report to the Board with an update on the Committee's activities.

7. Meeting Procedures:

7.1. Rules of Procedure:

- The Committee will generally conduct its business in accordance with the "Board Procedures Policy" used by the UNA Board of Directors and in accordance with UNA bylaws. In those cases where the Board Procedures Policy does not apply or address an issue, the Committee will rely on Robert's Rules of Order.
- In the Committee Chair's absence, the Vice Chair will conduct the meeting and liaise with the Committee Chair to ensure the minutes are reported to the Board.
- Committee meetings will be closed.

7.2 Agendas

- The Committee Chair will set the agenda in consultation with the Chief Administrative Officer, conduct the meetings, and ensure the minutes are recorded and reported to the Board.
- The Committee Chair will ensure the agenda is forwarded to Committee members at least three days before the meeting.
- The Committee Chair will review the draft minutes, and final minutes incorporating revisions and corrections will be approved by the Committee at the next meeting.

7.3 Meeting Frequency:

The Committee will meet at least every second month. Additional meetings will be scheduled at the call of the Committee Chair.



8. Committee Operations:

8.1. Staff Support:

8.1.1. Administrative:

Administrative support will be assigned to the Committee for purposes of assisting the Committee Chair with agendas and to attend the Committee meetings to record the meeting minutes.

8.1.2. Staff Liaison and Professional / Technical Support:

A staff member will be assigned to the Committee to act as a liaison between the Committee and Administration, and provide technical support.

9. Community Consultation and Engagement

Unless it is explicitly requested by or approved by the Board, the Committee will not become involved in community consultation exercises, town hall meetings, “public hearings”, or similar activities. However, the Committee should take the opportunity to hear from residents who wish to speak to them on a specific issue.

10. Work Programs and Budgets

If the Committee requires resources such as staff or budget, the budget must be approved in advance by the Board, which will require submission of a work program and budget estimate for the project.

November 2020



TERMS OF REFERENCE

Neighbours' Agreement Committee

1. Purposes

To prepare amendments to Neighbours' Agreement 2020 (**NA 2020**) for recommendation to the Board.

To meet with UBC representatives to discuss amendments to NA 2020 proposed by the Committee or by UBC.

2. No Authority to Agree to Amendments

The Committee does not have the authority to agree with UBC to amendments to NA 2020.

3. Mandate

- 3.1 The Committee is to review NA 2020, including the Schedules, and to recommend amendments that the Committee determines should be made to update the agreement, to clarify provisions, to correct issues with the agreement, or to specify the UNA's role with respect to the Neighbours' Fund, or for any other reason whatsoever.
- 3.2 The Committee is to provide the Board with its proposed version of revised NA 2020.
- 3.3 The Committee may meet with UBC representatives to discuss proposed amendments to NA 2020, including proposed amendments that have not been approved by the Board.

4. Reporting and Board Approval

- 4.1 The Committee is to report orally or in writing to the Board at each regular Board meeting.
- 4.2 The Committee may seek Board approval of specific proposed amendments to NA 2020 before completing its work.

5. Committee Composition

- 5.1 The Committee members are:

- Mike Feeley
- Bill Holmes
- Murray McCutcheon
- Terry Mullen

- 5.2 The Committee Chair is Bill Holmes.



- 5.3 A Committee member who is a UNA Director does not cease to be a member on ceasing to be a Director.

6. Meetings

- 6.1 Meetings will take place at the times and locations determined by the Chair, and may take place by telephone or video conferencing.
- 6.2 Meetings will not be open to the public.
- 6.3 Meetings will be conducted informally, under the direction of the Chair.
- 6.4 Minutes of meetings are not required.

7. Staff Support

The Chief Administrative Officer is to support the Committee's work.

8. Engagement of Professionals and Consultants

The Committee may, with the Board's approval, engage the services of professionals and consultants.

9. Community Consultation

The Committee may, with the Board's approval, engage in community consultation.



1. Committee Purpose:

To assist the Board of Directors (the “Board”) in carrying out the UNA’s purposes as set out in paragraphs (f) and (g) of the UNA Constitution:

- (f) To represent the interests of residents generally, including, for greater certainty, with respect to UBC, the BC Government, Metro Vancouver, Vancouver, and any other public or private entity or any individual;
- (g) To take positions on matters relating to land use and development on the UBC campus that the UNA considers to be in the best interests of residents of the Local Areas and Designated Buildings and to present those positions to UBC and other entities;

The Land Use Advisory Committee (the “Committee”) is to serve as an advisory committee to the Board regarding land use planning and development on the UBC Campus, as well as to act as a forum to facilitate discussions on land use planning and development with residents. The Committee will bring forward advice and recommendations to the Board for their consideration.

Note: Land Use Planning authority on UBC lands ultimately rests with the Province of BC regulated through the UBC land use Plan.

2. Committee Mandate:

The Committee’s mandate is:

2.1. To provide the Board with advice and assistance on matters relating to:

- Changes or amendments to the Land Use Plan or any Neighbourhood Plan, and adoption of new Neighbourhood Plans;
- Redevelopment of existing residential housing within the Neighbourhood Housing Areas;
- Planning of future UNA Facilities and Amenities, including input on the use of Community Amenity Charge funds;
- Land use and development in the academic campus, where these may have an impact on UNA residents;
- Regional planning that affects the Neighbourhood Housing Areas;
- Other matters identified by the Committee relating to land use planning and development on the UBC campus;
- Other matters referred to the Committee by the Board.

Capitalized terms used within this section and not otherwise defined have the meanings ascribed to them in NA 2020.

3. Committee Composition and Skill Requirements:

3.1. Composition and Size:

- The Committee will be comprised of up to seven resident members (“Members”). In selecting residents as Members, priority will be given to residents who have experience and qualifications related to one or more of the “Examples of Relevant Skills” outlined below.
- The Board shall strive to achieve geographical representation from all parts of the University Neighbourhoods.
- The Board shall strive to appoint Members that reflect a variety of ages, genders and ethnicities.
- The Committee will include up to two Board Directors (“Director”), one of whom shall be appointed as Chair. A staff liaison person and a recording secretary will be appointed to act as staff support.
- The Committee may invite staff from UBC to participate in the meetings on an as required basis.
- This is a volunteer Committee that will serve without compensation.

3.2 Examples of Relevant Skills:

The background and qualifications of the Members should be reflective of an array of interests and perspectives within the University Neighbourhoods. The Board shall strive to balance the make-up of the Committee and appoint Members that are motivated to help build community, and have specific knowledge in one or more of the following areas:

- Accessibility;
- Active Transportation;
- Agriculture;
- Architectural design;
- Children and youth;
- Community planning;
- Construction/development;
- Education;
- Environmental matters;
- Land development/construction;
- Landscape design;
- Recreation;
- Sustainability; and,
- Urban Planning

4. Chair and Vice-Chair:

4.1. Chair:

- The Chair will be a member of the Board. The Chair's primary duties are to provide direction to and assist the Committee in achieving its mandate, set the agendas, chair the meetings, and ensure that the Board is kept in touch with what the Committee is working on.
- The Chair will be appointed by the Board for a two-year term, except that an individual appointed as Chair ceases to be Chair if the individual ceases to be a Director.

4.2. Vice-Chair

The Vice-Chair will be elected annually by the Committee from the Committee membership.

5. Length of Term and Timing of Appointments:

5.1. Timing and Length of Term:

The appointment of Members to the Committee will be made on an annual basis at a time to be set by the Board.

Appointments of Members are for two-year terms. It is likely that there will be some attrition of Members before expiry of their terms, but the annual appointment process should allow for timely replacement of vacancies.

Appointments of Directors are for a two-year term, except that membership on the Committee ceases upon ceasing to be a Director.

6. Meeting Procedures:

6.1. Meeting Location:

Meeting locations are determined by the Chair and Chief Administrative Officer, and will typically be within the University Neighbourhoods, at a Community Centre.

6.2. Meeting Schedule:

Meetings will be regularly scheduled as determined by the Committee.

6.3. Chair and Vice-Chair:

- The Chair will set the agenda in consultation with the Committee members, conduct the meetings, and ensure that the minutes are recorded and reported to the Board.
- In the Chair's absence from a meeting, the Vice-Chair will conduct the meeting, and liaise with the Chair to ensure the minutes are provided to the Board.

6.4. Agendas and Minutes:

The Chair will set the agenda, with input from the Committee members, and ensure that the minutes are recorded. The minutes will reflect the subjects discussed; key points raised by the

members; all resolutions made by the Committee for referral to the Board, with a brief rationale for the recommendation; and a record of the vote (see 6.6).

6.5. Rules of Procedure:

The Committee will generally conduct its business in accordance with the Board Rules of Procedure. At the same time, the Committee should offer a comfortable forum for residents to participate, share their input and opinions with the Committee, and provide advice to the Board. Where possible, a consensus should be sought.

Committee members are expected to participate in a respectful, constructive manner with their fellow members, and in a manner that permits all of the members to voice their comments.

6.6. Voting:

All Committee members are entitled to vote.

Resolutions are to be voted upon by a show of hands.

The minutes of Committee meetings are to provide a record of the number of votes (not the names of individuals) for and against each motion. It is helpful to the Board to have a sense of the range of views on a Committee.

6.7. Quorum:

Quorum will be achieved when a majority of the Committee members are in attendance. If quorum is not achieved within 30 minutes of the anticipated start of the meeting, it will be deferred to the next regularly scheduled time, unless the Chair calls a special meeting.

7. Committee Operations:

7.1. Advice to the Board:

- The fundamental role of the Committee is to provide advice to the Board on matters contained within its mandate, or that the Board has referred to the Committee.
- The Committee may bring to the Board's attention emerging issues or concerns it has identified that are within its mandate and seek the Board's approval to review and recommend action on those issues and concerns.
- The Committee does not make decisions on behalf of the Board; it does decide on the advice it will recommend to the Board.
- A key role of the Chair is to ensure that the Committee's advice is taken forward to the Board, and to report back to the Committee on any action taken by the Board on the Committee's recommendations.
- The Chair will rely on the recording secretary assigned to the Committee to prepare the minutes for each meeting. After the Committee approves the minutes for a meeting, staff will submit the minutes for inclusion on the agenda of the first Board meeting following the approval of the minutes.

- Any motions that need to go to the Board before the approval of the minutes for a meeting shall be placed on the agenda of the first Board meeting following the Committee meeting.

7.2. Staff Support:

7.2.1. Administrative:

A recording secretary will be assigned to the Committee for purposes of assisting the Chair with agendas and to attend the Committee meetings to record the meeting minutes.

7.2.2. Staff Liaison and Professional / Technical Support:

- A staff member will be assigned to the Committee to act as a liaison between the Committee and staff and to provide technical support.
- Staff will be available to the Committee to provide advice and information regarding their respective Departments. However, the Committee must not delegate work assignments to the staff. Any work assigned to staff in support of studies or activities must be approved by the Board. If the Committee does not feel the work is sufficient to warrant a request to the Board, the request should be raised with the Chief Administrative Officer.

7.3. Appointment and Removal of Committee Members:

Committee members are appointed by the Board and may be removed at the discretion of the Board.

7.4. Community Consultation and Engagement:

The Committee should take the opportunity to hear from residents who wish to speak to it on specific issues. However, the Committee should not become involved in community consultation exercises, town hall meetings, “public hearings”, or similar activities, without the specific authorization of the Board.

The Committee represents an opportunity to help make the community aware of what the Board is working on, and what the issues are in the community. The UNA will seek ways of assisting in this “outward communication”, such as through updates on Committee work on the UNA website and in the UNA newsletter, or through other options that may be identified by the Committee.

7.5. Meetings Open to the Public and Closed:

Committee meetings will be open to the public, and the Committee will abide by the same requirements for open meetings as the Board, as set out in the Board Rules of Procedure.

Committee meetings should not generally need to go into closed session and should only do so at the direction of the Chair. Closed meetings are reserved for those matters set out in the Board Rules of Procedure.

7.6. Money for Committee Activities:

If the Committee wishes to undertake a project or other activity for which it requires funding, it must request Board approval. The request should include a detailed description of the project or activity and an estimate of the amount of money required. The requirement to seek Board



approval does not apply to minor proposed expenditures, which are instead subject to the approval of the Chief Administrative Officer.

7.7. Orientation and Training:

The UNA, through the staff liaison, will provide an orientation program for newly appointed Committee members. The orientation will include such matters as an explanation and clarification of the Committee's mandate and requirements, such as those outlined in these terms of reference; a review of the context of the UNA and how it works with UBC; and a review of the role and mandate of the Board.

7.8. Amendments to the Terms of Reference:

The Board will undertake a periodic review of these terms of reference and may amend the terms of reference as part of that review or at other times as appropriate. Committee member input will be sought in connection with any proposed amendments to the terms of reference.

In addition, the Board is open to receiving suggestions for improving these terms of reference from Committee members on an ongoing basis.

1. Committee Purpose:

To represent community interests in providing advice to the Board of Directors (the “Board”) on matters related to improving the engagement of residents at the community level. (References to residents in these terms of reference are to residents of the University Neighbourhoods.)

The Committee is to assist the Board in identifying and implementing initiatives that will improve the levels and effectiveness of resident participation in community life, with a view towards improving the overall quality of life in the University Neighbourhoods.

2. Committee Mandate:

The Committee’s mandate is:

2.1. To provide the Board with advice and assistance on matters relating to:

- Mechanisms to improve community engagement in the University Neighbourhoods, with a view to improving participation in addressing neighbourhood issues; and
- Encouraging residents with the appropriate skills to get involved in community advisory committees and working groups.

2.2. To work with the Board and staff to advise and assist with:

- The recruitment and organization of residents with the appropriate expertise who are interested in participating in community advisory committees and working groups to address specific challenges facing the Board;
- Finding ways to improve community engagement between the Board and residents;
- Finding ways to encourage and improve the levels of resident participation in community life; and
- The delivery of specific programs, including assistance with organizing working groups of volunteers who are interested in participating in the delivery of programs to University Neighbourhoods.

3. Committee Composition and Skill Requirements:

3.1. Composition and Size:

- The Committee will be comprised of up to eight resident members. In selecting residents as members, priority will be given to residents who have experience and qualifications related to one or more of the “Skill Requirements” outlined below.
- The Committee will also include up to two Board Directors, one of whom shall be appointed as Chair. A staff liaison person and a recording secretary will be appointed to act as staff support.



- The Committee may invite staff from UBC to participate in the meetings on an as required basis.
- This is a volunteer committee that will serve without compensation.

3.2 Skill Requirements:

The UNA is seeking residents with interests specific to community development, engagement and consultation, including:

- Recruiting and organizing residents with appropriate experience who are interested in participating in UNA community advisory committees and working groups.
- Designing and delivering inclusive community engagement and consultation programs.
- Promoting sustainable decisions by recognizing the needs and interests of all community members, including decision makers.
- Finding ways to improving residents' level of engagement and involvement in community life.
- Working with boards and administrations in improving their effectiveness in dealing with community engagement and consultation processes.

4. Chair and Vice-Chair:

4.1. Chair:

- The Chair will be a member of the Board. The Chair's primary duties are to provide direction to and assist the Committee in achieving its mandate, set the agendas, chair the meetings, and ensure that the Board is kept in touch with what the Committee is working on.
- The Chair will be appointed by the Board for a two-year term, except that an individual appointed as Chair ceases to be Chair if the individual ceases to be a Director.

4.2. Vice-Chair

The Vice-Chair will be elected annually by the Committee from the Committee membership.

5. Length of Term and Timing of Appointments:

5.1. Timing and Length of Term:

The appointment of resident members to the Committee will be made on an annual basis at a time to be set by the Board.

Appointments of resident members are for two-year terms. It is likely that there will be some attrition of Committee members before expiry of their terms, but the annual appointment process should allow for timely replacement of vacancies.

Appointments of Directors are for a two-year term, except that membership on the Committee ceases upon ceasing to be a Director.

6. Meeting Procedures:

6.1. Meeting Location:

Meeting locations are determined by the Chair and Chief Administrative Officer, and will typically be within the University Neighbourhoods, at a Community Centre.

6.2. Meeting Schedule:

Meetings will be regularly scheduled as determined by the Committee.

6.3. Chair and Vice-Chair:

- The Chair will set the agenda in consultation with the Committee members, conduct the meetings, and ensure that the minutes are recorded and reported to the Board.
- In the Chair's absence from a meeting, the Vice-Chair will conduct the meeting, and liaise with the Chair to ensure the minutes are provided to the Board.

6.4. Agendas and Minutes:

The Chair will set the agenda, with input from the Committee members, and ensure that the minutes are recorded. The minutes will reflect the subjects discussed; key points raised by the members; all resolutions made by the Committee for referral to the Board, with a brief rationale for the recommendation; and a record of the vote (see 6.6).

6.5. Rules of Procedure:

The Committee will generally conduct its business in accordance with the Board Rules of Procedure.

At the same time, the Committee should offer a comfortable forum for residents to participate, share their input and opinions with the Committee, and provide advice to the Board. Where possible, a consensus should be sought.

Committee members are expected to participate in a respectful, constructive manner with their fellow members, and in a manner that permits all of the members to voice their comments.

6.6. Voting:

All Committee members are entitled to vote.

Resolutions are to be voted upon by a show of hands.

The minutes of Committee meetings are to provide a record of the number of votes (not the names of individuals) for and against each motion. It is helpful to the Board to have a sense of the range of views on a Committee.

6.7. Quorum:

Quorum will be achieved when a majority of the Committee members are in attendance. If quorum is not achieved within 30 minutes of the anticipated start of the meeting, it will be deferred to the next regularly scheduled time, unless the Chair calls a special meeting.

7. Committee Operations:

7.1. Advice to the Board:

- The fundamental role of the Committee is to provide advice to the Board on matters contained within its mandate, or that the Board has referred to the Committee.
- The Committee may bring to the Board's attention emerging issues or concerns it has identified that are within its mandate and seek the Board's approval to review and recommend action on those issues and concerns.
- The Committee does not make decisions on behalf of the Board; it does decide on the advice it will recommend to the Board.
- A key role of the Chair is to ensure that the Committee's advice is taken forward to the Board, and to report back to the Committee on any action taken by the Board on the Committee's recommendations.
- The Chair will rely on the recording secretary assigned to the Committee to prepare the minutes for each meeting. After the Committee approves the minutes for a meeting, staff will submit the minutes for inclusion on the agenda of the first Board meeting following the approval of the minutes.
- Any motions that need to go to the Board before the approval of the minutes for a meeting shall be placed on the agenda of the first Board meeting following the Committee meeting.

7.2. Staff Support:

7.2.1. Administrative:

A recording secretary will be assigned to the Committee for purposes of assisting the Chair with agendas and to attend the Committee meetings to record the meeting minutes.

7.2.2. Staff Liaison and Professional / Technical Support:

- A staff member will be assigned to the Committee to act as a liaison between the Committee and staff and to provide technical support.
- Staff will be available to the Committee to provide advice and information regarding their respective Departments. However, the Committee must not delegate work assignments to the staff. Any work assigned to staff in support of studies or activities must be approved by the Board.

If the Committee does not feel the work is sufficient to warrant a request to the Board, the request should be raised with the Chief Administrative Officer.



7.3. Appointment and Removal of Committee Members:

Committee members are appointed by the Board and may be removed at the discretion of the Board.

7.4. Community Consultation and Engagement:

The Committee should take the opportunity to hear from residents who wish to speak to it on specific issues. However, the Committee should not become involved in community consultation exercises, town hall meetings, “public hearings”, or similar activities, without the specific authorization of the Board.

The Committee represents an opportunity to help make the community aware of what the Board is working on, and what the issues are in the community. The UNA will seek ways of assisting in this “outward communication”, such as through updates on Committee work on the UNA website and in the UNA newsletter, or through other options that may be identified by the Committee.

7.5. Meetings Open to the Public and Closed:

Committee meetings will be open to the public, and the Committee will abide by the same requirements for open meetings as the Board, as set out in the Board Rules of Procedure.

Committee meetings should not generally need to go into closed session and should only do so at the direction of the Chair. Closed meetings are reserved for those matters set out in the Board Rules of Procedure.

7.6. Money for Committee Activities:

If the Committee wishes to undertake a project or other activity for which it requires funding, it must request Board approval. The request should include a detailed description of the project or activity and an estimate of the amount of money required. The requirement to seek Board approval does not apply to minor proposed expenditures, which are instead subject to the approval of the Chief Administrative Officer.

7.7. Orientation and Training:

The UNA, through the staff liaison, will provide an orientation program for newly appointed Committee members. The orientation will include such matters as an explanation and clarification of the Committee’s mandate and requirements, such as those outlined in these terms of reference; a review of the context of the UNA and how it works with UBC; and a review of the role and mandate of the Board.

7.8. Amendments to the Terms of Reference:

The Board will undertake a periodic review of these terms of reference and may amend the terms of reference as part of that review or at other times as appropriate. Committee member input will be sought in connection with any proposed amendments to the terms of reference.

In addition, the Board is open to receiving suggestions for improving these terms of reference from Committee members on an ongoing basis.

Terms of Reference

UNA-UBC LIAISON COMMITTEE

UBC's campus neighbourhoods are an integral part of the University community and the relationship between UBC and the University Neighbourhoods Association ("**UNA**") is vital for the success of a sustainable university town community. UBC and the UNA are parties to the Neighbours' Agreement 2020 which became effective March 19, 2021 ("**NA 2020**").

Pursuant to section 4.5(a) of NA 2020, UBC and the UNA have established the stand-alone UNA-UBC Liaison Committee (the "**Liaison Committee**"), which provides a formal platform for collaboration and discussion on issues of shared interest.

A. PURPOSES

The purposes of the Liaison Committee are:

1. to fulfill the functions assigned to the Liaison Committee by sections 4.5, 10.2, and 19.3 of NA 2020;
2. to be a vehicle through which the UNA Board of Directors acts as an advisory board in accordance with section 4.4 of NA 2020; and
3. to discuss such matters as are added to meeting agendas by either the UBC Liaisons or the UNA Liaisons (as defined below).

B. MEMBERSHIP & PROCEDURES

The Liaison Committee is comprised of:

1. *six voting members, as follows:*
 - a) three members of the UBC Board of Governors (each, a "**UBC Liaison**" and collectively, the "**UBC Liaisons**") appointed by the Chair of the UBC Board of Governors, as a delegate of the UBC Board of Governors; and
 - b) three members of the UNA Board of Directors (each, a "**UNA Liaison**" and collectively, the "**UNA Liaisons**") appointed by that Board, one of whom must be the Chair, UNA Board of Directors.
2. *non-voting members, who are such individuals as may be agreed upon from time to time by the Liaison Committee, with the expectation that these members will include:*
 - a) UBC's Vice-President, External Relations
 - b) UBC's Associate Vice-President, Campus + Community Planning
 - c) UNA's Chief Administrative Officer

(or then equivalent positions)

An individual appointed as a UBC Liaison ceases to be a UBC Liaison on the earlier of the appointment of a replacement UBC Liaison by the Chair of the UBC Board of Governors, as a delegate of the UBC Board of Governors, and the cessation of the individual's membership on the UBC Board of Governors. An individual appointed as a UNA Liaison ceases to be a UNA Liaison on the earlier of the appointment of a replacement UNA Liaison by the UNA Board of Directors and the cessation of the individual's membership on the UNA Board of Directors.

The UBC Liaisons will appoint one of the UBC Liaisons and the UNA Board of Directors will appoint one of the UNA Liaisons to serve as Co-Chairs of the Liaison Committee. The Co-Chairs are responsible for the conduct of meetings, including setting agendas, determining information processes, and providing oversight with respect to reporting and action items.

Either Co-Chair may, with the consent of the other Co-Chair, invite individuals, including UBC and UNA staff, to participate in meetings of the Liaison Committee from time to time or on an ongoing basis.

The Liaison Committee may request that certain work and action items be undertaken by the UNA administration, the UBC administration, or third parties.

C. LIMITS ON REPRESENTATION

In section 4.5(a)(ii) of NA 2020, the UNA and UBC acknowledge that the Liaison Committee is a forum for discussion and collaboration, and further acknowledge that:

1. The UNA Liaisons and the UBC Liaisons are bound to comply with any directions provided by their respective governing bodies; and
2. Except for binding votes under section 19.3 of NA 2020, the UNA Liaisons and the UBC Liaisons are not authorized to bind their respective organizations.

D. MEETINGS & QUORUM

The Liaison Committee will meet at least semi-annually and in addition may meet at the call of the Co-Chairs as required.

The quorum for a meeting is two of the UNA Liaisons and two of the UBC Liaisons.

Meetings may be in person or by tele/videoconference.

Meetings may be attended only by Liaison Committee members and individuals invited by the Co-Chairs.

The Liaison Committee will be supported by UBC administration for scheduling, circulating agendas, and providing technical support at meetings, and by the UNA administration for minute taking. Minutes will be provided to the Liaison Committee for review, comment, and approval.



Terms of Reference

Joint Financial Task Force 2020

September 15, 2020

1. Context

In 2016, UBC and the UNA created the Joint Financial Task Force (JFTF) in response to financial pressures outside of UBC's and the UNA's control, including decreasing Neighbours Levy revenue and fire protection costs. The Task Force's final recommendations – approved by the Executive, Board of Governors and UNA Board of Directors in 2016 and 2017 – included a reduction in fees paid to UBC and the introduction of a Community Services Grant to ensure the UNA is able to meet its financial obligations.

The previous JFTF recommendations were implemented by UBC and the UNA through several agreements that will expire at the end of 2020-2021.

2. Purpose

The 2020 Joint Financial Task Force will discuss and make recommendations in regard to the long-term financial health of the UNA in consideration of the expiration of the Community Services Grant and other UBC funding arrangements. The JFTF is advisory in nature and will make recommendations to the UNA and UBC Boards concerning:

- COVID-19 budget impacts;
- Reduced actual 2020-2021 Neighbourhood Levy amounts compared to budgeted amounts;
- Forecasting Neighbours Levy revenue from 2021-2022 through 2025-2026 through an updated 5-year budget model;
- The expiration of previous JFTF recommendations, including:
 - the elimination of access fees paid to the Museum of Anthropology, the Botanical Gardens and the UBC library;
 - the elimination of Community Energy Manager cost sharing with Campus and Community Planning;
 - the elimination of the services levy administration fee paid to UBC;
 - the reduction of the athletics access fee and landscaping fees; and
 - the Community Services Grant.

3. Composition

The Joint Financial Task Force includes the following members:

- (Co-chair), AVP Campus and Community Planning, UBC
- (Co-chair), Board Chair, UNA
- Resident Director Finance Committee member, UNA
- Resident Director Position or resident at large, UNA (appointed by UNA Chair)
- Representative, Comptroller, UBC

UBC-UNA Joint Financial Task Force

- Representative, Finance, UBC
- Representative, Facilities, UBC
- Representative, Academic Affairs, UBC
- Representative, UBC Properties Trust
- Chief Administrative Officer, UNA

Staff support:

- Carole Jolly, Campus and Community Planning, UBC
- Chris Fay, Campus and Community Planning, UBC
- Scott Leitch, Campus and Community Planning, UBC
- Finance Manager, UNA
- UBC Legal Counsel, as needed
- UNA Legal Counsel, as needed

Other staff and subject matter experts may be invited as necessary to advise and participate in discussions.

Joint Financial Task Force members are responsible for communicating with their constituents on relevant matters and bringing those views forward to the JFTF. Sending delegates to JFTF meetings is discouraged.

4. Scope

The focus of the JFTF will be on the long-term financial health of the UNA, including any necessary agreements with UBC on service delivery and expenditures. This includes:

- Developing guiding principles for the work of the JFTF (e.g. service levels must remain consistent, etc.)
- Updating the 5-year financial model used for budgeting, specifically:
 - Updating the assumptions and forecasting used to project the Neighbours Levy revenue and UNA expenditures (e.g. water & sewer costs paid to UBC, etc.);
 - Projecting the UNA budget for the next five years;
 - Assessing the impact of COVID-19 on the UNA's revenue in the short and long-term; and,
 - Providing recommendations to the UNA Board on cost saving measures and revenue generation opportunities.
- Reviewing the previous recommendations of the JFTF, including:
 - Determining the appropriate cost of services based on the updated financial model (i.e. UBC athletic facility access, cultural facilities, landscaping and others); and,
- Reviewing and drafting, if necessary, agreements between UBC and the UNA:
 - Reviewing and updating, if necessary, the UNA Reserve Fund policies and related work;
 - Considering other UNA funding sources (e.g. UBC's usage of UNA community centre facilities and fields, potential for increased parking enforcement revenue, etc.);
 - Analyzing options for the fiscal calendar of the UNA to allow for more accurate forecasting of the Neighbourhood Levy; and
 - Drafting agreements, if necessary, for consideration by the UNA and UBC to deliver on the 5-year financial plan.

5. Operations

Decision Making

The JFTF will develop recommendations based on the consensus of the JFTF members. Input and recommendations in regard to any proposed agreements between the UNA and UBC that will also be scoped through this process, including potential update(s) to the Neighbours' Agreement and/or schedules (which would require approval by both UNA and UBC Boards). The JFTF will provide updates to the Neighbourhood Liaison Committee throughout the process.

Chair

The JFTF will be co-chaired by the AVP Campus and Community Planning and UNA Board Chair.

Meeting Schedule

The JFTF shall begin meeting in September 2020 and as frequent as necessary over ensuing months to develop recommendations for the respective decision-making bodies. The JFTF will complete its assessment and recommendations to inform the 2021-2022 UNA budget planning process. Some portions of the JFTF work that do not directly inform the UNA budget process may proceed on a longer time period (e.g. UNA Reserve Fund policy updates).

Agenda

C+CP staff will prepare and distribute the agenda for each JFTF meeting. The agenda will include items recommended by UNA members of the JFTF. Any documents or reports for discussion at a meeting will be circulated to the JFTF in advance of the meeting.



COMMUNITY ADVISORY COMMITTEE

TERMS OF REFERENCE

December 15th, 2021

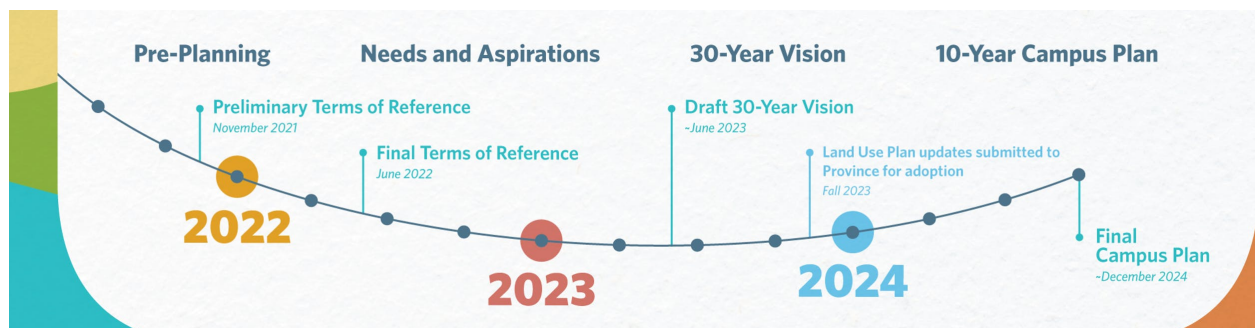
These terms of reference define the purpose, structure and role of the Community Advisory Committee (CAC) for the Campus Vision 2050 (CV2050) planning process, which is expected to run from early 2022 through 2024. It sets out the mandate, roles and expectations for how the committee, UBC Campus + Community Planning (C+CP) staff and others will work together.

What is Campus Vision 2050?

The University is embarking on a comprehensive land use planning process that will shape how UBC's Vancouver campus will change and grow over the next 30 years. CV2050 is a two-and-a-half-year public planning process to update two key land use policy documents for UBC's Vancouver campus: the [Land Use Plan](#) and the [Vancouver Campus Plan](#)—the first major updates in over a decade. It will lead to a long-term vision and ensure the future direction for the campus builds on what makes UBC a special place and enhances the livability, sociability and character of the campus within its unique context.

The CAC is one part of a broader engagement process designed to be transparent, inclusive, equitable, and flexible to ensure it responds to the interests and needs of the institution, the community and Musqueam throughout the process. It will also be undertaken in the context of close coordination and information sharing with other governments and agencies that have interests or roles on the Point Grey peninsula.

CV 2050 Timeline and Key Milestones



Purpose and Role of the Community Advisory Committee

The purpose of the CAC is to provide ongoing advice to CV2050's public engagement process, plan development and recommendations. The CAC will consist of representatives of Musqueam, students, faculty, residents and the UNA, staff, and alumni who have an interest in the future of the Vancouver campus. CAC members will likely have opinions and express opinions that are different from one another - consensus is not expected, nor sought. One intent of the committee is to help surface and understand differing perspectives that arise during the planning process.

Key responsibilities of the CAC include:

- Act as a soundboard – a venue where ideas can be suggested and tested – for the project team, providing a sense of the broader communities' interests and concerns
- Review and provide input and advice into plan materials (including principles, strategies, ideas, issues, analysis of options, etc.)
- Provide input and advice into plan recommendations, which will be documented and conveyed to the Board of Governors
- Advise on how to enhance the public engagement process
- Share project information and encourage participation through members' networks (with C+CP staff assistance) as appropriate to support project communications

See Attachment 1 for Community Advisory Committee Code of Conduct, and additional responsibilities below.

Composition

Given the diversity of the campus community, C+CP will strive to recruit committee members with diverse backgrounds, experiences, and views to enable a committee with a broad range of perspectives and voices. The CV2050 CAC membership will be:

- Musqueam representatives x 2
- Students:
 - Alma Mater Society (AMS) x 1
 - Graduate Student Society (GSS) x 1
 - Student at large x 1
 - Student family member at large x 1
- Faculty:
 - Faculty at large x 3
 - Senate Academic Building Needs Committee member x 1
- Residents:
 - University Neighbourhoods Association (UNA) x 1
 - University Faculty and Staff Tenants Association (UFASTA) x 1
 - Neighbourhood Residents at large x 2
- Staff at large x 2
- Alumni at large x 2

Some participants will be representing an organization (e.g. AMS, GSS, UNA), while others will be "at large". Members may have multiple UBC affiliations (e.g. resident and staff, alumni and faculty), and some will also be members of other organizations, groups, or clubs. With the exception of those appointed as representatives of organizations, committee members are not expected to represent affiliate groups on the CAC but are welcome to share these groups' interests at meetings.

Selection Process

Representatives of organizations will be selected by the organizations they represent. “At large” positions will be selected by an application process posted on the CV2050 website between December 16th 2021-January 16th 2022. Where the number of applicants exceeds the needs, C+CP will seek to fill member positions based on achieving gender balance, a range of lived experience, age, and cultural diversity. If missing voices are identified, there will be flexibility to appoint additional members during the project term.

Governance

The CAC will work with C+CP staff in parallel with a UBC Administration Advisory Committee (internal UBC strategic guidance and policy alignment), an External Advisory Committee (technical coordination between UBC and external agencies and jurisdictions), and alongside engagement with Musqueam and the broader UBC community. See Attachment 2 for Project Governance.

Meetings are expected to be held informally and not strictly adhere to Roberts Rules. Meetings are expected to be closed to members of the general public, except when determined by the Chair and Staff to be open to the general public. Meeting notes will be prepared by C+CP staff and reviewed and approved by CAC members.

In addition to the responsibilities described above and in the attached Code of Conduct, members have responsibilities attached to their role(s) on the committee:

CAC Chair(s)

The CAC Chair(s) will be selected by the committee. The Chair(s) will be supported by a staff team, including a professional facilitator if needed.

CAC Chair(s) - additional responsibilities:

- Ensure committee activities are consistent with the committee terms of reference and mandate
- Be accountable to the committee, and act as a liaison between the committee and staff
- Call meetings and develop the agenda for meetings (in collaboration with staff and reflecting committee input)
- Chair meetings of the committee, including facilitating dialogue and respectful debate, while inviting and identifying different opinions (in collaboration with facilitator and /or staff)
- Oversee any issues raised with respect to conflict of interest and violation of the committee’s code of conduct (in collaboration with staff)
- Participate in the process for selecting alternate members, if vacancies arise during the project term
- Appear as delegations to the Board Advisory Committee on Campus Vision and Rapid Transit when required

Members representing organizations - additional responsibilities:

- Provide regular updates on CV2050 to organizations members are representing. C+CP staff may also have interactions with member’s organizations as part of the engagement process.
- Provide insights from the perspective of the organizations members are representing to the committee. This would not replace any formal role, decision-making or responses member’s organizations may have in the planning process.

“At Large” members - additional responsibilities:

- Provide insights from personal experience and perspective, as well as what has been learned about the experience of others. Members are not expected to “speak for” specific affiliation(s) / group(s). C+CP staff will also have interactions with different groups as part of the engagement process.

Staff Support

In addition to supporting the Chair(s) and administration of the committee, C+CP staff and the consultant design team will support the CAC with technical information, analysis, draft work and communications materials.

C+CP Staff responsibilities:

- Organize meetings, including proposing and confirming dates / times, handling invitations, and providing venues and refreshments
- Distribute meeting agendas and materials at least one week in advance where possible
- Draft, amend (with input from Chair) and distribute meeting minutes
- Collect, document and respond to committee inputs into the planning process, such as information, data and comments / reviews of materials, and reflect this input to the Board of Governors at decision milestones
- Provide additional resources to the committee, such as facilitation and cloud services / sharing, if required

Term and Schedule

The CAC will operate throughout the duration of the CV2050 process. Members are expected to attend meetings of up to 2 hours each approximately once a month, review and provide comments on project materials, and may also be asked to participate in additional workshops over the 2.5-year planning process. Meetings are expected to be held in the early evening on weekdays, while workshops may take place on weekends. Some meetings may be held online, but most workshops and meetings are expected to be in person.

Members are asked to commit for the full project term, although it is recognized that in a university setting, participation for the full duration of the project may not be possible. If vacancies arise during the project term, C+CP will coordinate with the respective agencies or advertise the opening to identify alternates as required.

Acknowledgement and Remuneration

Members of the CAC serve on a voluntary basis, but members will be recognized and acknowledged for their contribution to the project. Musqueam and students at large will receive an honourarium. Additionally, members may be supported where necessary to enable their participation (see Supporting Equity, Diversity and Inclusion below).

Conflict of Interest

A conflict of interest is when an individual has personal interests that may influence their judgment. Conflicts of interest occur when aspects of members lives intersect or overlap with their role on the committee, and can come from people members are related to, financial interests, activities outside the committee, and more. Members of the CAC must confirm and declare any real or apparent conflict of interest at each meeting, given that individual circumstances may change from time-to-time. For more information on conflicts of interest please visit: <https://universitycounsel.ubc.ca/subject-areas/coi/>

Public Health Restrictions

Committee meetings, workshops and other activities will be held in line with public health restrictions as well as in accordance with UBC policies. See <https://covid19.ubc.ca> for more information.

Supporting Equity, Diversity and Inclusion

Equity, diversity and inclusion is a university imperative that underpins the entire CV2050 process. C+CP staff will ensure the CAC is fully accessible by providing additional supports to enable the participation of all committee members, including but not limited to: requested accommodations, translation services, living wage honorariums, a childcare stipend, and access to quiet space with computer and internet for remote sessions.

Attachment 1 – Code of Conduct: Expectations for a Respectful Environment

The university acknowledges, and is grateful for the time, energy, and contributions of the Campus Vision 2050 Community Advisory Committee (CAC).

CAC members are expected to conduct themselves in a manner that contributes positively to an environment in which respect, diversity, opportunity and inclusiveness are valued, so as to assure the success of both the individual and the community. By joining the Campus Vision 2050 Community Advisory Committee, all members agree to embody, uphold and be accountable to the following commitments:

Respect

Commitment to engaging in positive and constructive discussion with other members that is respectful of and compassionate towards others' perspectives. Disrespectful, offensive, racist, or aggressive behaviour will not be tolerated.

Compassion

Commitment to embark on a shared learning journey, and be conscious of and compassionate towards the diversity of lived experiences, perspectives, and values of fellow members.

Integrity

Commitment to learning together, admitting if / when mistakes are made, and to co-creating a safe and brave space where all perspectives are listened to, considered and respected.

Preparation

Commitment to be prepared for meetings, workshops and review of materials. All project material and updates will be distributed to members, ideally a minimum of one week prior, to all meetings.

Attendance

Commitment to attend meetings and workshops for the 2.5-year duration of the project, or as long as the member can reasonably commit.

Confidentiality

Commitment to maintain confidentiality of any confidential project materials, as well as confidential information shared by fellow members and people who present to the committee. Individual stories from committee members can only be shared when permission is explicitly given. CAC Chair(s) will determine with C+CP staff which meetings and workshops are closed vs. open to members of the public.

Communication

In the spirit of soundboarding emerging ideas, members are expected to keep meeting and workshop proceedings confidential and not share them through their public or private communication channels unless sharing project information is the intention to support a project communications activity. Official channels to communicate about the project will be managed by C+CP staff.

Media

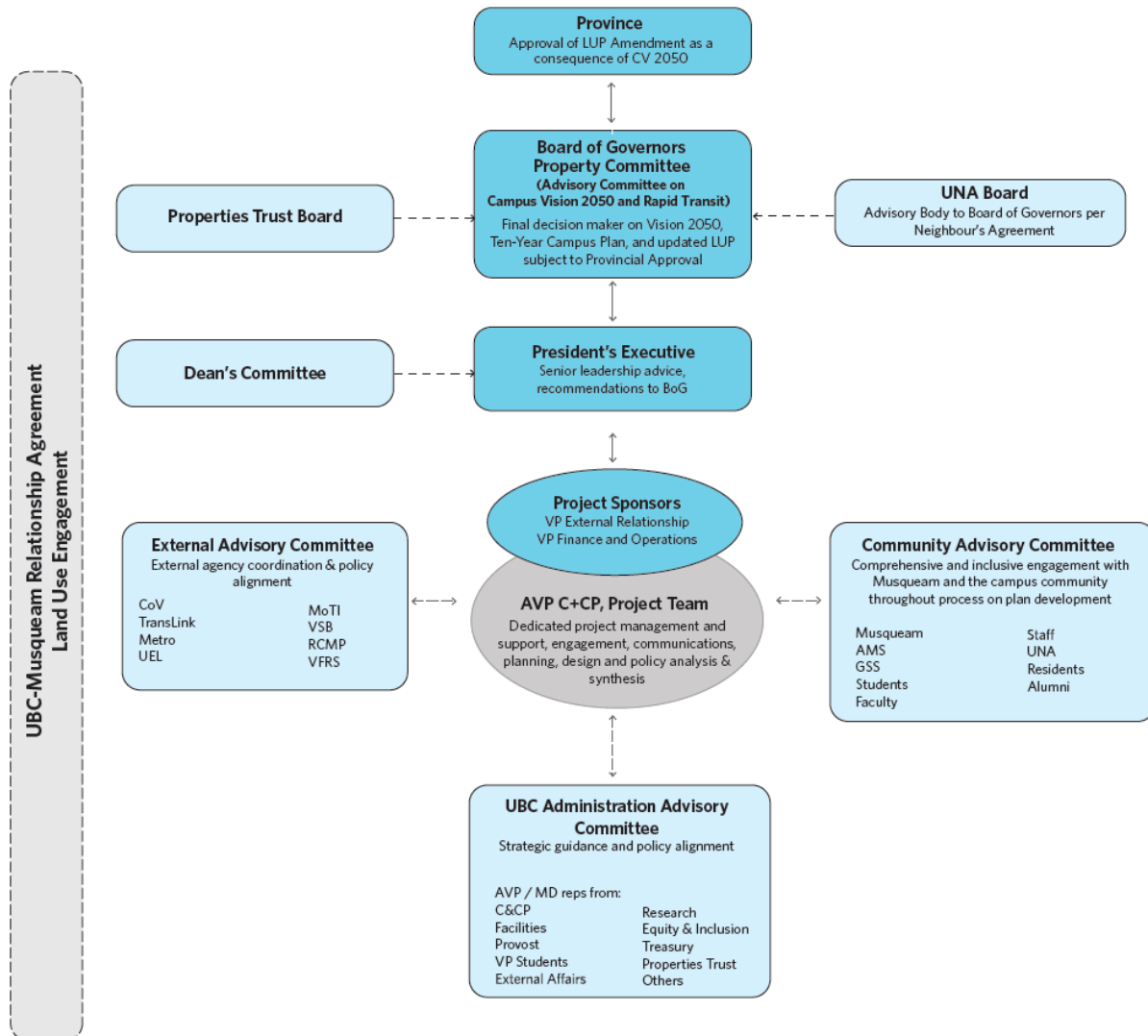
If individual members receive media enquiries about the project, such inquiries should be referred to Tyler Harbottle, Senior Communications Strategist (tyler.harbottle@ubc.ca)

Further Resources

CAC members may have differing opinions, and staff and facilitators will encourage debate and discussion of complex issues throughout the CV2050 planning process. UBC's [Equity & Inclusion Office](#) has put together resources to help support individuals and groups to work through difficult conversations. CAC members are encouraged to familiarize themselves with the following:

- [Resources for Respectful Debate](#)
- [UBC HR's Steps to Resolve Conflict](#)
- [UBC's Statement on Respectful Environment for Students, Faculty and Staff](#)
- [Equity and Inclusion Glossary of Terms](#)
- Any UBC, professional, or other codes of conduct that apply to you (e.g. [Student Code of Conduct](#), faculty-specific codes, etc.)

Attachment 2 – Campus Vision 2050 Project Governance



MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made as of July 16, 2020

BETWEEN:

**ALMA MATER SOCIETY OF THE
UNIVERSITY OF BRITISH COLUMBIA (AMS)**
#3500-6133 University Boulevard
Vancouver, BC, Canada V6T 1Z1

-AND-

**UNIVERSITY
NEIGHBOURHOODS
ASSOCIATION (UNA)**
#202-5923 Berton Avenue
Vancouver, BC, Canada V6S 0B3

THE UNA AND AMS HEREBY AGREE THAT:

1. In lieu of the current entitlement of the AMS to appoint a Director of the UNA, the proposed Neighbours' Agreement 2020 will be amended to provide that the AMS may from time to time designate a student to serve as a representative to the UNA Board of Directors.
2. The proposed 2020 Constitution of the UNA will be amended to add to Section 2(a) the words "recognizing the interests of students as an integral part of the University community."
3. In the event that an elected Director of the UNA who is a resident student is unable to complete the full term for which they were elected, the UNA Board of Directors will fill the vacancy with the appointment of a resident student on the recommendation of the AMS, if there is more than seven months remaining in the term before the next election.
4. The AMS has the right to appoint a student to participate in any open session of a committee or working group created by the UNA Board of Directors. The appointed student has the right to vote on any matter put to a vote by committees in an open session, with the exception of the Finance Committee, in meetings of which the student has no vote. An open session of a committee means the portion of a meeting of the committee that would not be required or permitted to be closed to the public if section 90 of the *Community Charter* were applicable, *mutatis mutandis*, to meetings of UNA Board Committees.

5. The UNA and AMS will work collaboratively to develop a joint advisory committee and its related terms of reference to advise the UNA and AMS Boards of Directors on issues and opportunities of mutual interest relating to students and community matters.
6. The AMS and UNA will use their best efforts to expedite ratification of this Memorandum of Agreement by their respective Boards of Directors. This Memorandum of Agreement will take effect when the proposed 2020 Neighbours' Agreement, as amended in accordance with paragraph 1 above, is signed on behalf of the University of British Columbia.



Report Date: December 13, 2021
Meeting Date: December 21, 2021
From: Sundance Topham, Chief Administrative Officer
Subject: UBC Properties Trust – Management Services Contract Update

Background

The UNA and UBC Properties Trust (UBCPT) entered into an agreement for the management of the UNA's municipal services obligations in 2012 "the Agreement."

Although the Agreement needs to be amended to fully reflect current operating procedures and responsibilities, this can not take place until the Neighbours Agreement 2020 (NA2020) is properly updated.

In the interim the Agreement needs to be modified to include new indemnity and insurance requirements that have come forward as a result of the UNA's new insurance regime.

Decision Requested

THAT the Board approve the attached UNA Contractor Agreement Modification Agreement and authorize the Chair to execute the agreement.

Discussion

The management of certain of the UNA's obligations for the provision of municipal services described in NA2020 is currently performed under contract by UBCPT. The UNA pays \$60,000 per year for this service, which includes UBCPT managing the infrastructure maintenance tasks outlined in Tables 3-6 in Schedule D of NA2020, as well as entering into agreements with Third Parties for the provision of any component of the municipal services.

Although the Agreement needs to be updated, the arrangement has worked well for the UNA, and UBCPT does a good job managing the UNA obligations.

As a result of the changes in the UNA's insurance provider, the indemnity and insurance sections of the Agreement need to be amended to provide proper coverage to the UNA – as the provision of the municipal services, and the subsequent sub-contracts, are one of our largest risks.

The attached UNA Contractor Agreement Modification Agreement has been drafted by the UNA's lawyer and contains the required language to meet our current insurance conditions.



Financial Implications

The UNA currently pays \$80,000 per year to UBCPT for providing the management services, but UBCPT provides UNA with a \$20,000 annual credit – which is applied to the invoices, resulting in an annual cost of \$60,000 for the management services.

Operational Implications

None

Strategic Objective

None

Attachments

1. Schedule A – UNA Contractor Agreement Modification Agreement
2. Schedule B – 2012 UNA - UBCPT Contractor Agreement

Concurrence

1. Wegland Sit, Operations Manager
2. Athena Koon, Finance Manager

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Sundance Topham', is written over a horizontal line.

Sundance Topham
Chief Administrative Officer

CONTRACTOR AGREEMENT MODIFICATION

THIS MODIFICATION AGREEMENT made with effect as of the 21st day of December, 2021.

BETWEEN:

UNIVERSITY NEIGHBOURHOODS ASSOCIATION, a society incorporated under the Society Act with its administrative office at 202-5923 Berton Avenue, Vancouver, British Columbia V6S 03B

("UNA")

AND:

UBC PROPERTIES INVESTMENTS LTD. as trustee for the UBC Properties Trust, with its administrative office at 1-555 Great Northern Way, Vancouver, British Columbia V5T 1E2

(the "**Service Provider**")

WHEREAS

- A. Pursuant to the terms of a contractor agreement dated effective April 1, 2011, between UNA and the Service Provider (the "**Contractor Agreement**"), UNA agreed to engage the Service Provider to provide management services in relation to certain municipal services and infrastructure maintenance during the Term, and the Service Provider agreed to perform the foregoing obligations, all upon the terms and conditions more particularly set out in the Contractor Agreement.
- B. The Service Provider and UNA have agreed to modify the terms of the Contractor Agreement, all on the terms more particularly set out herein.

NOW THEREFORE In consideration of the grants, rents, and mutual covenants hereinafter reserved and contained, the parties covenant and agree as follows:

- 1. All terms capitalized in this Agreement and not otherwise defined in this Agreement will have the same meaning as in the Contractor Agreement.
- 2. Section 12 of the Contractor Agreement is hereby deleted and replaced as follows:

12A INSURANCE

12A.1 The Service Provider shall take out and maintain throughout the term of this Agreement, insurance in a form, amount and for insurance risks as the UNA deems satisfactory from time to time and with insurance carriers to which the UNA has no reasonable objection, such insurance to also provide coverage for the acts and omissions of each Third Party.

12A.2 Without limiting the foregoing, each policy shall:

- a. name the UNA as an additional insured as its interests may appear, and in the case of such public liability insurance shall contain a

provision for cross-liability and severability of interest in favour the UNA;

- b. provide that the insurer shall not have any right of subrogation against the UNA on account of any loss or damage covered by such insurance or on account of payments made to discharge claims against or liabilities of the UNA, the Service Provider or any Third Party covered by such insurance;
- c. be primary and non-contributing; and
- d. have liability insurance coverage in an amount of not less than \$5,000,000.00.

12A.3 The cost or premium for each and every such policy shall be paid by the Service Provider. The Service Provider shall obtain from the insurers under such policies undertakings to notify the UNA in writing at least 30 days prior to any cancellation or any material change. The Service Provider shall, within 30 days of placing insurance, provide the UNA with written evidence satisfactory to the UNA of the existence of the insurance policies described in this section and a copy shall thereafter be provided to the UNA on demand.

12B SERVICE PROVIDER'S COVENANTS

12B.1 The Service Provider covenants and agrees to accept exclusive liability for any failure by the Service Provider or any Third Party to comply with all applicable laws, including without limitation:

- a. the deduction and remissions of all statutory deductions including income tax, CPP and EI in respect of all amounts paid to the Service Provider under this Agreement and in respect of any Third Parties retained by the Service Provider to perform the Services; and
- b. laws governing self-employed individuals, if applicable, such as laws related to payment of taxes, social security, disability, and other contributions based on fees paid to the Service Provider under this Agreement.

Furthermore, the Service Provider will indemnify and hold harmless the UNA from and against any claim (whether for taxes, penalties, withholding of funds or otherwise) by the Canada Revenue Agency, the Employment Insurance Commission, the Canada Pension Commission, WorkSafe BC, the British Columbia Employment Standards Branch or any other government agency with respect to any amount found to be payable by the UNA to such agency or commission in respect of the Services, including any legal fees incurred by the UNA (on a solicitor-client basis) with respect to any such claim. The Service Provider will comply with all applicable health and safety regulations including the *Workers Compensation Act*. On the UNA's request, the Service Provider will provide evidence of registration and good standing with WorkSafe BC under the *Workers Compensation Act*. The UNA will not withhold or make payments for social security, unemployment insurance or disability insurance contributions, or obtain workers' compensation insurance

on the Service Provider's behalf. The Service Provider agrees to provide proof of payment of appropriate taxes on any fees paid to the Service Provider under this Agreement upon reasonable request of the UNA.

3. Section 13 of the Contractor Agreement is hereby deleted and replaced as follows:

13. INDEMNITY AND LIABILITY

- 13.1 The Service Provider shall indemnify and hold harmless the UNA its respective affiliates, officers, directors, shareholders, employees, agents, representatives, attorneys, and their respective successors and assigns, from and against any claim, action or cause of action whether in law or in equity, suit, damage, liability, judgment, cost (including legal fees), expense, loss, or obligation arising out of, claimed on account of, or in any manner arising from:

- a. a breach or default by the Service Provider of any of its obligations under this Agreement; or
- b. the performance of the Services by the Service Provider pursuant to this Agreement.

- 13.2 The Service Provider will be liable to the UNA for all losses, costs, damages and expenses whatsoever which the UNA may sustain, pay or incur as a result of, or in connection with:

- a. any breach, violation, non-observance or non-performance by the Service Provider of any covenant, agreement, provision or condition of this Agreement to be performed or observed by the Service Provider; and
- b. any damage or injury done to the UNA's property by the Service Provider or any Third Party or any person who may be in or upon the UNA's property with the Service Provider's or any Third Party's consent.

- 13.3 The UNA shall not be liable or responsible in any way for, and the Service Provider hereby waives all claims against the UNA, with respect to, or arising out of, any death or injury of any nature whatsoever that may be suffered or sustained by the Service Provider or by any Third Party or by any employee, licensee, invitee, guest, agent or customer of the Service Provider, from any causes whatsoever, except to the extent that such death or injury is caused by the negligence or willful misconduct of UNA.

4. This Agreement is expressly made a part of the Contractor Agreement to the same extent as if incorporated in the Contractor Agreement, and the parties agree that all agreements, covenants, conditions, and provisos contained in the Contractor Agreement, except as amended in this Agreement, will be and remain unamended and in full force and effect. UNA and the Service Provider acknowledge and agree to perform and observe, respectively, the obligations of UNA and the Service Provider under the Contractor Agreement as amended hereby. UNA and the Service Provider hereby confirm and ratify the Contractor Agreement.

5. Time is and shall remain of the essence of the Contractor Agreement and this Agreement.

6. This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and assigns.
7. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and each of the parties hereby irrevocably attorns to the exclusive jurisdiction of the Courts of British Columbia.
8. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered to all of the parties shall be deemed to be and shall be read as a single agreement. This Agreement may transmitted by PDF, facsimile or other electronic means, and if so transmitted this Agreement will be for all purposes as effective as if the parties had delivered an executed original Agreement. This Agreement may also be executed electronically by the parties.

IN WITNESS WHEREOF UNA and the Service Provider have executed this Agreement as of the date first above mentioned.

UNIVERSITY NEIGHBOURHOODS)
ASSOCIATION by its authorized)
signatories:)
)
_____)
Authorized Signatory)
Name:)
Title:)

UBC PROPERTIES INVESTMENTS LTD.)
by its authorized signatories:)
)
_____)
Authorized Signatory)
Name:)
Title:)

THIS CONTRACTOR AGREEMENT

BETWEEN:

UNIVERSITY NEIGHBOURHOODS ASSOCIATION

#202 – 5923 Berton Avenue
Vancouver, B.C. V6S 0B3
Fax number: 604-827-5375
(hereinafter “UNA”)

AND:

UBC PROPERTIES INVESTMENTS LTD.,

as trustee for UBC Properties Trust

#1 – 555 Great Northern Way
Vancouver, B.C. V5T 1E2
Fax number: 604-731-2130
(hereinafter “Service Provider”)

WHEREAS

- A. The UNA and Service Provider entered into a written Contractor Agreement effective February 14, 2007 (“Prior Agreement”), replacing an existing oral agreement, pursuant to which Service Provider agreed to manage certain municipal services on behalf of the UNA on the terms and conditions set out in the Prior Agreement.
- B. The parties wish to replace the Prior Agreement by this Agreement in order to:
 - (a) ensure that Service Provider’s management of certain municipal services continues;
 - (b) ensure that certain services regarding infrastructure maintenance continue to be provided by Third Parties that are engaged by and under the direction of Service Provider, and from time to time by Service Provider’s own forces; and
 - (c) to include an annual reporting requirement within the scope of the management services to be provided to the UNA by Service Provider.
- C. The parties have agreed that this Contractor Agreement will entirely replace the Prior Agreement.

NOW THEREFORE in consideration of the following mutual covenants and agreements, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the parties covenant and agree as follows:

1 INTERPRETATION

1.1 Definitions

For the purposes of this Contractor Agreement, the following words or phrases have the following meanings:

- (a) "Agreement" means this Contractor Agreement, including all attached schedules hereto and any amendments made by written agreement of the parties;
- (b) "Business Day" means a day of the week other than a Saturday, Sunday or statutory holiday in British Columbia;
- (c) "Designated Local Areas" means those areas identified as Designated Local Areas under the Neighbours' Agreement 2008, or such other areas that may be added by written agreement of the parties, and in relation to which the UNA has assumed responsibility to provide services similar to those provided by municipalities or other public authorities;
- (d) "Product" means any item created or obtained by Service Provider pursuant to or as a result of this Agreement as described in Section 2.4;
- (e) "Services" means those services described in Section 2.1; and
- (f) "Third Party" means a contractor, the University of British Columbia, consultant or any individuals not employed by Service Provider who are retained by Service Provider to carry out some portion of the Services.

1.2 Law and Jurisdiction

- (a) This Agreement is governed by and construed in accordance with the laws of the Province of British Columbia and of Canada. The courts of the Province of British Columbia have the exclusive jurisdiction over this Agreement and any claim or dispute arising hereunder save as provided in paragraph (b).
- (b) The parties agree that if a dispute arises from or in connection to this Agreement and the parties are unable to resolve the dispute within ten (10) Business Days of one party providing the other notice of such dispute, the matter in dispute will be referred to a single arbitrator appointed pursuant to the *Commercial Arbitration Act* of British Columbia and governed by the Rules of Procedure established under that *Act*. The decision of the arbitrator will be final and binding upon the parties.

1.3 Entire Agreement

This Agreement and the schedules constitute the entire agreement between the parties with respect to the provision of the Services and any and all previous agreements, written or oral, express or implied between the parties or on their behalf are terminated and cancelled. There are no warranties, representations or other agreements between the UNA and Service Provider in connection with the subject matter of this Agreement except as specifically set forth out in this Agreement. For greater certainty, it is understood and agreed that the parties have agreed that this Contractor Agreement will be deemed to have entirely replaced the Prior Agreement effective from and after April 1, 2011.

1.4 Modifications

No modification of this Agreement will be binding on the parties unless in writing and signed by all of the parties hereto.

1.5 Headings

The headings utilized in this Agreement are for convenience only and are not to be construed in any way as additions or limitations of the covenants and agreements contained herein.

1.6 Severability

If any one or more of the provisions in this Agreement should be declared or held to be invalid for any reason, the invalidity of that provision or provisions shall not affect the validity of the remaining provisions of this Agreement, which shall continue in full force and effect and be construed as if this Agreement had been executed without the invalid portion.

1.7 No Waiver

No waiver by any of the parties of a breach of a provision of this Agreement shall be deemed to be a waiver of any other or future breach of this Agreement.

1.8 Calculation of Time

When calculating the period within which or following which any act is to be done or step taken pursuant to this Agreement, the first day will be excluded and the last day included. If the last day of such period is a non-Business Day, the period in question will extend to the next Business Day.

2 **SERVICES**

2.1 Service Provider agrees to provide to the UNA the following services ("Services"):

- (a) management services on behalf of the UNA regarding the provision of the municipal services described below, and such other municipal services as the parties may agree upon (in writing) from time to time:
 - i. those infrastructure maintenance tasks identified in Tables 3-6 in Schedule "D" to the Neighbours' Agreement 2008, which tasks are, for convenience, described in Schedule "A" to this Agreement (the frequency of the infrastructure maintenance tasks indicated in the respective Tables 3-6 of Schedule "D" to the Neighbours' Agreement 2008 may be amended from time-to-time by agreement of the UNA and UBC in which case Tables 3-6 of Schedule "A" to this Agreement shall be deemed to be amended accordingly); and
 - ii. entering into agreements with Third Parties for the provision of any component of the municipal services;
- (b) the rendering of an invoice by the 15th day of each month that details the expenses incurred by the Service Provider with Third Parties or its own forces in connection with the actual performance of the municipal services (as opposed to the management thereof) during the immediately preceding month, plus applicable HST, GST, PST, or like taxes, from time to time, that are required to be charged thereon;
- (c) attend a meeting at least once yearly between representatives of the UNA and the Service Provider regarding the Services, and the municipal services, at which meeting the Service Provider will provide such information as the Service Provider has available to it regarding the provision of the Services and the municipal services. The Service Provider acknowledges that the UNA will wish to know the following information and shall make commercially reasonable efforts to provide such information:
 - (i) a description of any material areas of expenditure, broken down by the different neighbourhoods of the Designated Local Areas where possible;
 - (ii) an explanation as to how the Services and the municipal services are being performed, by whom and the standards applied (for example, where applicable, any accepted standard established by a professional body or organization);
 - (iii) how the applicable rates for the municipal services are determined (for example, by competitive bidding, selection of best contractors or subcontractors, etc.); and
 - (iv) confirmation that any standard applicable to the provision of a municipal service is being met and, where not, an explanation as to why and the

proposed steps to address such failure, without prejudice to any other right of the UNA regarding the same.

- 2.2 Service Provider acknowledges that the UNA is relying upon the skill and expertise of Service Provider to provide the Services and the Service Provider has represented that it has the necessary skill and expertise.
- 2.3 Service Provider warrants and represents that it will perform with its own forces, or ensure the performance of the Services and the municipal services by Third Parties in a prompt, competent, professional and workmanlike manner. Service Provider further warrants and represents that it will provide the qualified personnel or Third Parties necessary to perform the Services and the municipal services.
- 2.4 As to any research data, reports, invoices, files, data, or manuals created or obtained by Service Provider for the purpose of performing the Services and the municipal services, or furnished to Service Provider by the UNA (if any) ("Product"):
 - (a) Service Provider agrees to deliver copies of the Product, plus any copies, extracts and summaries thereof, promptly to the UNA upon request by the UNA or upon the termination of this Agreement for any reason whatsoever;
 - (b) At the UNA's request, the Service Provider will sign such documentation as may be reasonably required by the UNA to sell, assign and transfer to the UNA, any and all of its right, title and interest in and to the Product;
 - (c) Service Provider waives in whole any moral or similar right which it might have in the Product or any part thereof, to the extent that they cannot be assigned to the UNA pursuant to Section 2.4(b);
 - (d) The UNA has and shall have complete ownership rights in the Product and the absolute right to supervise the creation or production of the Product. Service Provider will not use the Product or any part thereof for the benefit of any party other than the UNA without the prior written consent of the UNA;
 - (e) Service Provider agrees to make full disclosure to the UNA and do all things that may be necessary to make the UNA the owner of the Product. Service Provider agrees that it will not be entitled to any additional consideration for the Product beyond the consideration described in Section 3 of this Agreement;
 - (f) Service Provider acknowledges and agrees that the covenants set forth in this Section 2.4 are reasonable in the circumstances and without these covenants the UNA would not have entered into this Agreement; and
 - (g) The covenants of Service Provider set forth in this Section 2.4 will survive the termination of this Agreement and will continue in accordance with their terms.

- 2.5 Service Provider agrees that the UNA may decide to have another person provide certain or all of the municipal services ("Excluded Services"), in which event:
- (a) the UNA may terminate the provision of such Excluded Service(s) to the UNA by Service Provider without penalty, expense or liability at any time for any reason whatsoever by giving thirty (30) days notice in writing to Service Provider;
 - (b) the fee payable by the UNA to Service Provider for provision of the Services will be adjusted to reflect the reduction in the amount of time and resources that are required to continue to provide the Services (both parties to act reasonably); and
 - (c) Service Provider will turn over any work in progress in relation to the Excluded Service(s) and will cooperate and offer such assistance as required by the UNA for the orderly transition of such Excluded Service(s) to such other person.

3 PAYMENT

- 3.1 The UNA agrees to pay to the Service Provider on the first day of each month:
- (a) for the Services, a fee in the amount of \$6,666.67 per month (\$80,000 per year) plus applicable HST, GST, or like taxes from time to time that are required to be charged thereon, such amount may be varied by agreement in writing from time to time; and
 - (b) an amount equal to the balance owing on the invoice that was rendered for municipal services on the 15th day of the immediately preceding month pursuant to Section 2.1(b) above.

4 EXPENSES

- 4.1 In addition to the amounts set out in Article 3 above, the UNA will reimburse Service Provider for all reasonable out of pocket expenses (monies paid to third parties) incurred in connection with the provision of the Services and the municipal services.
- 4.2 The UNA will pay such expenses to the Service Provider within thirty (30) days of receipt of a detailed statement for the expenses incurred, accompanied by copies of invoices where invoices are available.

5 TERM

- 5.1 This Agreement will be for a two year term commencing on April 1, 2011 and terminating on March 31, 2013 unless otherwise terminated in accordance with the provisions of this Agreement. For greater certainty, the parties acknowledge that, despite the execution date of this Agreement, this Agreement formally documents the parties' agreement effective as of April 1, 2011.

- 5.2 This Agreement will be renewed for subsequent one year terms on the same terms and conditions as set out in this Agreement unless the UNA or Service Provider provides notice in writing to the other no later than 90 days prior to the expiry of the term stating that it does not wish to renew the Agreement.
- 5.3 Upon termination of this Agreement under this Section 5 or under Section 6, Service Provider will turn over any work in progress and will cooperate and offer such assistance as required by the UNA for the orderly transition of the Services to some other person.

6 TERMINATION

- 6.1 The UNA may terminate this Agreement without penalty, expense or liability at any time for any reason whatsoever by giving ninety (90) days notice in writing to Service Provider. Service Provider may terminate this Agreement without penalty, expense or liability at any time for any reason whatsoever by giving ninety (90) days notice in writing to the UNA.
- 6.2 If Service Provider should neglect to perform the services diligently or properly, or otherwise fail to perform any of its obligations under this Agreement, the UNA may notify Service Provider in writing that Service Provider is in default and in such case Service Provider must correct the default within twelve (12) working days of receiving the notice. If Service Provider fails to correct the default within that time, the UNA may terminate this Agreement with immediate effect without penalty, expense or liability.

7 INDEPENDENT CONTRACTOR

- 7.1 Service Provider is an independent contractor and will have sole direction of the Services and shall be responsible for the manner in which the Services are performed, for the method employed in doing the same and for all acts and things done in the performance of the Service Provider's obligations hereunder. Nothing contained in this Agreement or in the relationship created between the parties hereby shall, directly or indirectly, constitute Service Provider as an agent or servant of the UNA and further, nothing herein shall operate or be construed to relieve Service Provider of any duties or obligations imposed upon it as an independent contractor.
- 7.2 Service Provider will be responsible for the management of its employees and Third Parties, if any, that Service Provider uses to perform the Services and, without limiting the generality of the foregoing, Service Provider will be responsible for payment or assurance of payment to the proper authorities of all employment insurance premiums, Canada Pension Plan contributions, worker compensation premiums and all other similar employment related expenses relating to those persons.

8 PAYMENT OF WAGES

- 8.1 Service Provider will pay all wages, holiday pay, severance pay and all other related payments required to be paid in respect of its employees who perform the Services.

Service Provider will comply with all applicable laws relating to its employees and all applicable contracts of employment and collective agreements.

9 WORKERS' COMPENSATION

- 9.1 Service Provider will ensure that all persons providing the Services are covered by the *Workers' Compensation Act* and its Regulations. Service Provider will pay all assessments levied by the Workers' Compensation Board and will comply with all provisions of the *Workers' Compensation Act* and its Regulations, as amended from time to time.

10 LEVIES

- 10.1 Subject to any federal or provincial legislation imposing on the UNA the express duty to pay, withhold or deduct premiums, taxes or levies, as the case may be, Service Provider will be responsible for paying, withholding and remitting all and any deductions for taxes, levies or contributions imposed by any authority in respect of the amounts to be paid by the UNA to Service Provider under this Agreement upon receipt of sufficient amounts from the UNA to make such payments. Service Provider shall be responsible to withhold, deduct premiums, taxes or levies, as the case may be and pay all such amounts to any authority requiring same on behalf of its employees or Third Parties who assist in performing the Services or the municipal services.

11 COMPLIANCE WITH LAWS

- 11.1 Service Provider will give all required notices and comply with all laws, ordinances, rules, regulations, codes and orders of all authorities having jurisdiction which are or become in force during the performance of this Agreement and which relate to the Services, and will, upon request by the UNA, provide evidence of compliance with these requirements.

12 INSURANCE

- 12.1 Service Provider will maintain such insurance as a prudent businessperson would require in connection with the provision of the Services, including, but not limited to, comprehensive general liability insurance covering bodily injury and death to persons and loss and damage to property in the amount agreed upon. Service Provider will be responsible for any deductibles, exclusions and/or insufficiency of coverage relating to such insurance policies.

13 **INDEMNIFICATION**

- 13.1 Service Provider will indemnify and hold harmless the UNA and its principals, agents and employees from and against all claims, demands, losses, costs, expenses, damages, actions, suits, or other proceedings by third parties (including, for greater certainty and without limiting the generality of the foregoing, Service Provider's employees) that arise out of, or are attributable to, the provision of the Services by Service Provider pursuant to this Agreement save and except to the extent, if any, that the same has been caused or contributed to by the negligence or willful misconduct of either the UNA or any of its respective principals, agents or employees.

14 **ASSIGNMENT**

- 14.1 This Agreement is assignable by the UNA. Upon such assignment, the UNA will be released of any and all of its obligations under this Agreement as of the date of such assignment, subject to fulfillment by the UNA of any financial obligations incurred prior to the date of such assignment.
- 14.2 Service Provider will not assign or transfer this Agreement or any portion thereof without the prior written consent of the UNA, which consent shall not be unreasonably withheld.
- 14.3 This Agreement will enure to the benefit of and be binding upon the respective successors and permitted assigns of each of the parties hereto.

15 **NOTICES**

- 15.1 Any notice required to be given pursuant to this Agreement to any of the parties will be given in writing on a Business Day and will be sufficiently given if delivered personally, mailed by registered mail or sent by facsimile transmission to the address or fax number, as the case may be, of that party as stated above. Either party may change its address for fax number or notice by providing notice of such change in writing by any of the methods provided in this section.
- 15.2 Any notice given by registered mail will be deemed to have been received upon delivery as evidenced by proof of receipt provided by Canada Post. Any notice transmitted by fax on a Business Day before 3 p.m. will be deemed to have been given on that Business Day and, if transmitted by fax after 3 p.m. or on a non-Business Day, will be deemed to have been received on the next Business Day.

16 COUNTERPARTS

- 16.1 This Agreement may be executed in counterparts and by facsimile transmission with the same effect as if both parties had signed the same document and, if executed and transmitted by fax, this Agreement will be for all purposes as effective as if the parties had delivered an executed original counterpart. The counterparts will be construed together and will constitute one and the same agreement.

IN WITNESS WHEREOF the parties have duly executed this Agreement on the dates set forth below.

UNIVERSITY NEIGHBOURHOODS

ASSOCIATION by its authorized signatory on

Sept 6, 2012

Per: Aprocidico G. Laguan
Authorized signatory

Aprocidico G. Laguan
(print name and title)
UNA president and chair of the board

UBC PROPERTIES INVESTMENTS LTD., as
trustee for UBC Properties Trust, by its authorized
signatory on August 28, 2012:

Per: A. Poettoker
Authorized signatory

A. Poettoker, President & CEO
(print name and title)

CONTRACTOR AGREEMENT, SCHEDULE "A"*Taken from Schedule "D" of the Neighbours' Agreement 2008***University Neighborhoods Association****Guidelines for Infrastructure Maintenance**

This document presents standards, in Tables 1 to 6, for infrastructure maintenance within the Designated Local Areas. These standards are based on those currently implemented at both UBC and the City of Vancouver. The University Neighborhoods Association (UNA) will manage and provide these works.

TABLE 1. SEWERS (SANITARY AND STORM)

[LEFT INTENTIONALLY BLANK – SERVICES TO BE PROVIDED TO THE UNA BY UBC UTILITIES OR ANOTHER PERSON]

TABLE 2. WATERWORKS

[LEFT INTENTIONALLY BLANK – SERVICES TO BE PROVIDED TO THE UNA BY UBC UTILITIES OR ANOTHER PERSON]

TABLE 3. STREETLIGHTING

RECOMMENDATIONS		
Utility	Task	Frequency
	replace burnt out lamps	Target within 3 days, and no longer than 1 week.
	re-paint the poles (if required)	once every 10 years (or earlier if required)
	inspect the poles (if required)	once every 4 years
	replace light fixtures	once every 10-15 years (or earlier if required)

TABLE 4. ROADWAYS

Utility	Task	Comments	Frequency
Roads	Snow removal on roads		Within a few hours under usual snowfall conditions for "snow emergency routes". Residential hills and designated bicycle routes are considered high priority.
	Snow removal on pedestrian paths	TBD	Sidewalks will be cleared on the same frequency as snow removal from roads (see above).
	Leaf Removal	TBD	1 X year

Painting of center lines and other road markings	Retracing of centrelines Trouble call response Maintenance Repair	Retrace once every 2 years or as required (particularly longer if thermoplast); test in the spring for retro-reflectivity; Within 24 hours 1 X year 1 week
Road sweeping	Trouble Call Response Sweep in September prior to Winter storms; sweep after November rains; Sweep in May after leaf season.	1 week 3 X year
Repair of cracks and holes		As required. Within 3 days (response)
Catchbasins	See Table 1. Sewers [as reproduced here:] inspection and cleaning	See Table 1. Sewers [as reproduced here:] 1 X year; Recommend developing a program that inspects the catchbasins based on risk of flooding, removal of pollutants and elimination of mosquito habitat
Repair of paved walks	Slip/trip/repair program.	As soon as possible but within no more than 7 days to address a sidewalk trip (paving at different elevation in the sidewalk creates a tripping hazard)
Vegetative Control on Roads and Paths	inspect trouble call response maintain	2 x year 1 week 4 x Year or as required
Street Furnishings (benches, litter bins, bus shelters)	inspect trouble call response maintain repair	Yearly 1 Week Yearly As required

TABLE 5. PARKS

The recommended standards correspond to the Level 2 "Groomed" BCLNA Landscape Maintenance Standards

TASK	Maintenance Level
	<i>Level 2 – Groomed</i>
<i>General:</i>	
Inspection	monthly during growing season, less regularly otherwise.
Litter Removal	weekly (and as necessary)
Soil Testing	2 or 3 years
<i>Lawns:</i>	
Aerate	as required
De-thatch	as required
Edge	3 times per growing season
Fertilize	3 applications per year using seasonally appropriate mix
Lime	biannually or as per soil test
Mow	10 day interval or as required
Pest Control	to keep healthy appearance
Repair	within 2 weeks
Reseed/Overseed	as required
Trim	each time lawn is mown
Water	twice weekly (see local bylaws)
Weed Control	remove weeds within 2 weeks
<i>Trees/shrubs:</i>	
fertilize	required as per soil test
Mulch/Cultivate	biannually
Pest Control	to keep healthy appearance
Plant	when required
Prune	Annually
Repair	as required
Transplant	as required
Water	as required
Weed Control	remove as required
<i>Bedding Plants:</i>	
<i>Bulbs</i>	
Fertilize	Annually
Renew	annually
<i>Annuals</i>	
Change	2-3 times annually
Deadhead	twice (mostly during growing season)
Fertilize	3 applications a year
Water	as required

TABLE 6. OTHER SERVICES

Note: the recommended standards correspond to the Municipal Management Plan Level 3 Standards.

		Frequency
Utility	Task	Level 3, MMP
Exterior Metal Fixtures (Hand Rails, Flag Poles)	Inspect	Bi-Yearly
	Trouble Call Response	1 Month
	Maintain	As required
	Repair	As soon as possible but at least within 1 month
Art Work	Inspect	1 x Year
	Trouble Call Response	1 Month
	Maintain	As required
	Repair	As is reasonable
Water Features	Inspect	2 x Year
	Trouble Call Response	As soon as possible but at least within 1 month
	Maintain	2 x Year
	Repair	As soon as possible but at least within 1 month
Signage	Inspect	Bi-Yearly
	Inspect	Within 24 hours
	Trouble Call Response for stop and other regulatory signs	
	Other signage Trouble Call Response	1 Month
	Maintain	Yearly
	Repair	As soon as possible

G:\Data\10272\013\docs\Final Versions\Contractor Agreement - UNA & Properties - Aug 2012.DOCX



Report Date: December 14th, 2021
Meeting Date: December 21st, 2021
From: Wegland Sit, Operations Manager
Subject: Sublicence Agreement – YMCA Before and After School Program

Background

The YMCA Before and After School Program has been running at the Old Barn Community Center since October 2018 and at the Wesbrook Community Center since 2019.

The UNA does not have a formal agreement with YMCA with respect to YMCA's operation of the Before and After School program. Hence, a sublicense agreement between the UNA and YMCA is required to formalize the relationship.

Decision Requested

THAT the Board approve the attached Sublicence Agreement - UNA and YMCA - After School Care and authorize the Board Chair to execute the agreement.

Discussion

In order to support the ongoing before and after school program demand from our community, the UNA engaged with the YMCA in 2018 to provide a space for YMCA to operate a Before and After School Care program at the Old Barn Community Centre. Due to popular demand, the YMCA Before and Afters School Care program later expanded and now operates at the Wesbrook Community Center as well.

The YMCA is providing before and after school care to a maximum of 38 children, age between 5 – 12 in Meeting Room 1 and Meeting Room 2 at the Old Barn Community Centre location. There are 25 children current on the Old Barn Before and After School Program waitlist.

The YMCA is providing before and after school care to a maximum of 15 children, age between 5 – 12 in the Child-Minding Room at the Wesbrook Community Centre location. There are 50 children current on the Wesbrook Before and After School Program waitlist.

In 2021 the UNA and the YMCA agreed to enter into this sublicense agreement in order to replace any previous oral or written arrangements between the parties with respect to

the YMCA's operation of before and after school care services within both Community Centres.

Building on lessons learned from other YMCA agreements, the new Sublicence places more attention to outline acceptable use of the premise, clarifies daily operational expectations, and builds in a cost recovery model to ensure UNA's ability to support the ongoing before and after school care operation of both community centres.

The YMCA will be responsible for operational costs of the Before and After School Program in Wesbrook Childminding Room and Old Barn Meeting Room 1 and Meeting Room

The UNA is currently going through an Office Space Needs Assessment project. This project will review the UNA's inventory of office space and rooms, with the objective to provide a long-term strategy to accommodate future UNA's hiring growth and office space needs. During the early stage of this project, the consultant has indicated there is a potential to utilize the Old Barn Community Centre space, by turning Meeting Room 1, Meeting Room 2 and utilize the space for a future administration office.

The attached agreement allows for the cancellation of the agreement with three months notice, which will be sufficient if the space is needed for another purpose.

Financial Implications

The Sublicence Agreement - UNA and YMCA – After School Care is based on a not-for-profit, cost recovery model - while at the same time providing a stable and much needed community services for families living in the UNA.

Operational Implications

From a day-to-day operations perspective - since YMCA oversees the operation of the Before and After School Program, YMCA staff are also responsible for the setup and take down, as well as returning the programming space back to original condition at the end of the day. The UNA Operations department does not expect a significant change from a day-to-day operations basis.

As the COVID restrictions are gradually lifting, the UNA is expected to see a steady increase demand for programming and demand for room rental in Meeting Room 1 and Meeting Room 2 in the Old Barn Community Centre location. The new Sublicence Agreement will be able setup a clear expectation between the UNA and YMCA when it comes to usage of the designated storage area, day to day usage of the program

space. This agreement will streamline UNA's ability to accept future room bookings request in the Old Barn Meeting Room 1 and Meeting Room 2 space.

Strategic Objective

Community and Stakeholder Relations

Attachments

1. Sublicence Agreement - UNA and YMCA – After School Care

Concurrence

None

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Wegland Sit', positioned above a horizontal line.

Wegland Sit
Operations Manager

A handwritten signature in blue ink, appearing to read 'Sundance Topham', positioned above a horizontal line.

Sundance Topham
Chief Administrative Officer

SUBLICENCE AGREEMENT

Wesbrook and Old Barn Community Centres

THIS SUBLICENCE AGREEMENT DATED FOR REFERENCE THIS ____ DAY OF _____ IS MADE BETWEEN:

UNIVERSITY NEIGHBOURHOODS ASSOCIATION,

a society incorporated under the *Society Act* with its administrative office at 202-5923 Berton Avenue, Vancouver, British Columbia, V6S 0B3

(the "UNA")

AND:

YMCA OF GREATER VANCOUVER,

a society incorporated under the *Society Act* with its administrative office at 10 - 620 Royal Avenue, New Westminster, British Columbia, V3M 1J2

(the "Operator")

WHEREAS:

- A. The University of British Columbia ("UBC") is the registered owner of lands civically described as 3335 Webber Ln, Vancouver, British Columbia and legally described as:

PID: 027-431-720

Lot F

District Lot 6494, Group 1, New Westminster District

Plan BCP35352, except Plan EPP29484

(“Wesbrook Lands”)

and

of lands civically described as 6308 Thunderbird Blvd, Vancouver, British Columbia and legally described as:

PID: 025-567-217

Lot 13

District Lot 4895, Group 1, New Westminster District

Plan BCP 3309

(“Old Barn Lands”)

(collectively, the “Lands”).

- B. The Wesbrook Lands and Old Barn Lands each include a community centre building and associated outdoor courtyard and seating areas, respectively called the Wesbrook Community Centre and Old Barn Community Centre (collectively, the “**Community Centres**”).
- C. Pursuant to a licence agreement dated November 26, 2015, UBC licenced the Wesbrook Community Centre to the UNA (the “**Wesbrook Licence**”).
- D. Pursuant to a licence agreement dated June 6, 2008, UBC licenced the Old Barn Community Centre to the UNA (the “**Old Barn Licence**”).
- E. The Operator has been operating Wesbrook YMCA Kids Club within portions of the Wesbrook Community Centre since January 9, 2019.
- F. The Operator has been operating Thunderbird YMCA Kids Club within portions of the Old Barn Community Centre since October 10, 2018.
- G. The Operator is an experienced provider of quality licenced child care.
- H. The UNA and the Operator have agreed to enter into this sublicence agreement (the “**Agreement**”) in order to replace and supersede any previous oral or written arrangements between the parties with respect to the Operator’s operation of child care facilities within certain portions of the Community Centres identified in the maps attached as Schedule “A” and as described herein, on the following terms and conditions:

1. **Sublicence**

- 1.1. The UNA hereby grants to the Operator a non-exclusive sublicence to use the portions of the Wesbrook Community Centre and Old Barn Community Centre identified in Schedule “A” which are limited to:
 - a. with respect to the Wesbrook Community Centre, the use of the child minding space, use of the supply room, and, with the prior written approval of the UNA (approval not to be unreasonably withheld and which must be sought before each use), occasional use of certain classroom(s) (the “**Wesbrook Premises**”); and
 - b. with respect to the Old Barn Community Centre, use of Meeting Room 1 and Meeting Room 2, use of the kitchen area, and a shared portion of the office for filing cabinet and printer only (the “**Old Barn Premises**”)

(collectively, the “**Premises**”), for the operation of child care facilities and related administrative functions in accordance with the terms and conditions of this Agreement (all of the foregoing, the “**Sublicence**”).
- 1.2. In addition to the use of Premises as described above, the Operator will also be permitted to use the designated pick-up and drop-off zones that are identified in the map attached as Schedule “B” for the purposes of pick-up and drop-off only (the “**Transport Zones**”).

- 1.3. In addition to the use of the Premises and the Transport Zones as described above, the Operator will have the right to use in common with other occupants of the Community Centres, for the sole purpose of ingress and egress to and from the Premises, the Community Centres' roadways, sidewalks, walkways and hallways (collectively, the "**Common Areas**"). The UNA reserves the right from time to time to (a) make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of entrances and means of ingress and egress and (b) close temporarily all or any portion of the Common Areas or the Community Centres, so long as reasonable access to the Premises remains available to the Operator during the operating hours specified herein.
- 1.4. Parking stalls or access to parking are not included in the Sublicence. The Operator will not be permitted to park or leave motor vehicles on the Lands for the purpose of unloading, loading or otherwise accessing the Community Centres without the prior written consent of the UNA.
- 1.5. The scope of the Sublicence, including but not limited to, the maximum number of permitted children using the Operator's child care facilities and the number and size of rooms in the Community Centres which the Operator may operate child care facilities in, may be altered by the written agreement of both parties.

2. **Term**

- 2.1. The Sublicence that the UNA grants to the Operator will commence at 12:01 a.m. on December 22, 2021 (the "**Commencement Date**") and will end at 11:59 p.m. on August 31, 2022 (the "**Initial End Date**"), subject to earlier termination in accordance with this Agreement (collectively, the "**Term**").
- 2.2. At the end of the Term, the Operator will deliver to the UNA vacant possession of the Premises in a tidy, clean, safe, proper and businesslike condition, ordinary wear and tear excepted.
- 2.3. If the Operator does not vacate and deliver the Premises to the UNA as required by Section 2.2 at the end of the Term, the Operator will pay the UNA \$1,000 for each day the Operator fails to deliver vacant possession of the Premises, as well as any losses, special damages, incidental damages, consequential damages, legal costs, fees and disbursements arising from the Operator's failure to vacate and deliver the Premises as required by Section 2.2.
- 2.4. At the end of the Term, the Operator will return all keys and fobs, if applicable. The Operator is not permitted to change any locks at the Premises.

3. **Sublicence Fee**

- 3.1. The Sublicence Fee which the Operator is required to pay to the UNA is CAD \$3000.00 per month plus all applicable taxes, except for the months of December 2021 and March 2022 where the Operator will be required to pay the UNA CAD \$1500.00 per month plus all applicable taxes (the "**Sublicence Fee**"). The Sublicence Fee is due and payable on or before the Commencement Date via cheque or electronic transfer. Subsequent Sublicence

Fees are due and payable on the first day of each month via cheque or electronic transfer. Any Sublicence Fees paid to the UNA are non-refundable.

- 3.2. Notwithstanding the foregoing, the Operator is not required to pay the UNA any Sublicence Fee for the months of July 2022 and August 2022.

4. **Services and Operating Expenses**

- 4.1. Operating expenses are included in the Sublicence Fee. For certainty, the Operator is not required to pay an additional amount beyond the Sublicence Fee for the following services which the UNA will provide:
- a. Water, sewage disposal, electricity, fuel, gas, and other utilities reasonably required for operation of the childcare facilities at the Premises (collectively, the “**Utilities**”);
 - b. Monitoring, inspection, maintenance and repair of the security system servicing the Premises;
 - c. External window cleaning;
 - d. Landscaping repair and maintenance, grass cutting, snow removal, and irrigation maintenance of the Lands; and
 - e. Garbage and recycling removal services at the Community Centres.

5. **Use and Operation**

- 5.1. The Operator agrees to abide by all laws, rules, policies, bylaws, orders, directives, ordinances, regulations and requirements of any governmental authority or passed by UBC that relate to the Operator’s use of the Premises and Common Areas and which pertain to the Community Centres and Lands (collectively, the “**Applicable Laws**”).
- 5.2. The Operator may not use or permit the Premises or any part thereof to be used for any purpose other than as childcare facilities licenced pursuant to the British Columbia *Community Care and Assisted Living Act*, as amended and related administrative functions (the “**Permitted Use**”).
- 5.3. The Operator will provide care to a maximum of 38 children at a time who range in age from 5-12 at the Old Barn Community Center.
- 5.4. The Operator will provide care to a maximum of 15 children at a time who range in age from 5-12 at the Wesbrook Community Center.
- 5.5. The Operator will operate the childcare facilities on a not-for-profit basis.
- 5.6. The Operator will only be permitted to operate the childcare facilities at the Premises during

the hours of operation specified below in Section 5.7 and will not be permitted to operate or access the Premises or Common Areas at other times or on the following days:

- a. December 20, 2021-January 02, 2022;
- b. March 14, 2022-March 24, 2022;
- c. July 1, 2022-July 31, 2022; and
- d. August 1, 2022-August 30, 2022

- 5.7. The Operator is only permitted to access and use the Premises and Common Areas during the Term on Monday to Friday from 7:00 a.m.-9:00 a.m. and from 2:30 p.m.-6:00 p.m. and not on days falling within the prohibited days listed above at Section 5.6.
- 5.8. By 6:00 p.m. on each day the Premises and Common Areas are in use by the Operator, the Operator must remove any property from the Premises and Common Areas (unless property is being stored in a Designated Storage Area as defined below) and leave the Premises and Common Areas in a clean and safe condition unless the prior written consent is obtained from the UNA.
- 5.9. The Designated Storage Areas in which the Operator may leave property after-hours and on the prohibited dates noted in Section 5.6 are as follows:
 - a. Designated YMCA storage area inside the Storage Room in the second level; and
 - b. Other designated areas which the UNA may so confirm in writing.
- 5.10. The UNA is not liable for loss of or damage to any property belonging to the Operator or to any employee, agent, contractor, subcontractor, volunteer, permittee, or invitee of the Operator, including users of the childcare facilities, while such property is on the Premises, Community Centres, or Lands, including within a Designated Storage Area.
- 5.11. The Operator will ensure that all persons it engages as part of its operation of childcare facilities at the Premises are qualified, competent, adequately trained, fully instructed and properly supervised at all times. This includes, but is not limited to, ensuring that all applicable provincial and federal criminal record check requirements are met for workers engaged by the Operator.
- 5.12. The Operator will not exhibit, inscribe, paint, affix or display any signs, advertisements, notices, lettering or any chattel on any part of the Premises, Community Centres, Transport Zones, Lands or Common Areas without the prior written consent of the UNA. Where such permission is granted by the UNA for the Operator to display signage, the Operator will be responsible for all maintenance, repair and replacement of such signage.
- 5.13. The Operator will ensure that all promotional materials related to the use of the Premises, including but not limited to brochures, websites, signs and other forms of advertising (print, radio, television and internet), will clearly state that the UNA is the exclusive operator of the Community Centres.
- 5.14. The UNA reserves the right, upon written notice to the Operator, to make any reasonable rules and regulations as in the judgment of the UNA will from time to time be needed for

the safety, protection, care and cleanliness of the Community Centres, Common Areas, Premises, Transport Zones and Lands, the operations thereof, the preservation of good order therein and the protection and comfort of its employees, invitees, contractors, and other occupants of the Community Centres which rules then made and notice thereof given to the Operator will be binding upon it in like manner as if originally prescribed herein.

6. **Worker's Compensation**

- 6.1. The Operator will pay for and maintain all legally required coverage for all individuals it engages.
- 6.2. The Operator will indemnify the UNA in respect of all premiums, all occupational safety requirements, and any claims, actions, suits, damages, costs, causes of action, demands, liabilities, expenses and all other losses pursuant to the British Columbia *Workers' Compensation Act*, the British Columbia *Employment Standards Act*, the British Columbia *Occupational Health and Safety Regulation*, and every other law, regulation or applicable union collective agreement having application to the Operator, its employees, contractors, volunteers guests and invitees upon the Premises, Community Centres or Lands.
- 6.3. At the request of the UNA, the Operator will provide the UNA with proof of workers' compensation coverage, including any workers' compensation registration numbers.

7. **Compliance with Laws**

- 7.1. The Operator will provide childcare services to a standard of care and diligence maintained by entities providing similar childcare services in the City of Vancouver and always in compliance with all Applicable Laws.
- 7.2. The Operator will, at its sole expense, obtain all permits and licences required to operate child care facilities at the Premises.
- 7.3. The Operator will not release or introduce any pollution, waste, hazardous material, toxic waste or toxic substances into or from the Community Centres or the Lands (except in strict compliance with Applicable Laws) or commit or permit any nuisance or waste to be committed, and will indemnify the UNA for any claims against the UNA relating to the introduction of any nuisance, pollution, waste, hazardous material, toxic waste or toxic substances into or from the Community Centres or the Lands. The Operator will use utmost care in the use, handling, storage and disposal of all solvents, paints, coatings and other similar products and will at all times deal with such materials strictly in accordance with Applicable Laws.
- 7.4. The Operator acknowledges that it is aware of the novel coronavirus ("COVID-19") global pandemic and that the British Columbia Centre for Disease Control describes that COVID-19 is mainly transmitted via liquid droplets when a person coughs or sneezes and by touch if an infected person has used their hands to cover their mouth or nose when they cough.
- 7.5. The Operator will be responsible for ensuring its own compliance with all COVID-19-

related laws, bylaws, orders, directives, ordinances, regulations and requirements of any governmental authority, including but not limited to the *Workers Compensation Act* and the *Occupational Health and Safety Regulation*.

8. **Management of Childcare Facilities**

- 8.1. The Operator will prepare an annual budget substantially in the form attached as Schedule “C”, for the operation of the childcare facilities and will provide same to the UNA at least 30 days prior to the fiscal year end of the childcare facilities, with the UNA having a right to require changes and approve such budget (upon such approval by UNA, the “**Approved Budget**”).
- 8.2. The Operator will adhere to the Approved Budget.
- 8.3. The Operator will maintain accurate and complete records with respect to the operation of the childcare facilities, including receipts, invoices and other records related to the operation of the childcare facilities.
- 8.4. The Operator will use its best efforts to raise funds amongst potential donees; apply for grants; and seek out alternative revenue sources.
- 8.5. The Operator will collect fees payable for the childcare services on a regular and timely basis.
- 8.6. The Operator will ensure that the priority groups for enrollment in its childcare facilities are being adhered to. When spaces in the childcare facilities become available, the following children will have priority in the order listed below:
 - i. Children of families who are residents of UNA neighbourhoods but do not have an affiliation with UBC;
 - ii. Children of families who are full-time employees of the UNA;
 - iii. Children of families who are residents of UNA neighbourhoods and who have an affiliation with UBC;
 - iv. Children of families who are not residents of UNA neighbourhoods and who have an affiliation with UBC; and
 - v. All other children.

9. **Reporting Requirements**

- 9.1. The Operator will, where requested by the UNA, promptly provide to the UNA any records with respect to the operation of the childcare facilities, subject to the redaction of personal information.
- 9.2. On a bi-annual basis, the Operator will provide the UNA with reports indicating the number of childcare spaces filled as well as records that provide sufficient information so that the UNA can make a determination with respect to whether the requirements of Section 8.6 are being adhered to.

10. **Access**

- 10.1. The UNA and UBC, or their employees, contractors or agents will each have the right to enter the Premises upon reasonable notice to the Operator, or at any time during an emergency, for any of the following purposes:
- Inspecting the Premises;
 - Inspecting the performance by the Operator of the terms and conditions of this Agreement;
 - Posting noticed as required or permitted by any Applicable Laws;
 - Conducting an environmental audit;
 - For the purposes of alterations, maintenance or repairs; or
 - Any other reasonable purpose.
- 10.2. The Operator will permit the use of the Premises for emergency preparedness drills and simulations from time to time, all with sufficient prior notice to the Operator and cooperation from the UNA regarding scheduling.

11. **Alterations**

- 11.1. The Operator will not make any alterations to the Premises unless the Operator obtains the prior written consent of the UNA. If the UNA's consent is so obtained, the Operator will make such alterations in accordance with any terms and conditions set out by UNA, at the Operator's sole expense, and the alterations will be done by contractors or other workers or trades-persons who are pre-approved by the UNA and who are in good standing with their regulatory bodies and in a professional manner using the same quality of material as the existing materials.
- 11.2. At the expiration or earlier termination of this Agreement, all alterations made to the Premises will become the UNA's property at its option, without any obligation on the UNA to pay any compensation to the Operator. If requested by the UNA, the Operator will remove such alterations and return the Premises to its former condition at the Operator's sole expense.

12. **Maintenance, Repairs and Inspections**

- 12.1. The Operator will advise the UNA in writing whenever damage is observed or maintenance or repairs are required.
- 12.2. The Operator will be responsible for the cost of any maintenance or repair of any and all damage that the Operator, its employees, contractors, volunteers, agents, permittees or invitees cause or contribute to the Premises, Community Centres, Lands or UNA property at the Premises, Community Centres, or Lands as required at the reasonable discretion of the UNA. If, in the UNA's sole reasonable discretion, the cost to repair UNA property exceeds the replacement value of UNA property, or where UNA property is damaged beyond repair, the Operator will be responsible for the full replacement cost of the applicable UNA property.

13. **Cleaning, Supplies and Pest Control**

- 13.1. The Operator will maintain, clean and keep in a good and tidy condition, wear and tear excepted, the interior of the Premises and the equipment and furnishings therein. In the event that the Operator fails to comply with this provision, the UNA may rectify the situation and any monies expended by the UNA for that purpose will be repayable by the Operator on demand.

14. **Information Technology**

- 14.1. The Operator will be responsible, at its own cost and expense, for engaging and paying for its own telephone, internet and cable services.
- 14.2. The Operator will not install or use any equipment, machinery or technology that exceeds or overloads the capacity of the Community Centres, including, but not limited to, any utility facilities.

15. **Insurance**

- 15.1. The Operator will, during the term of this Agreement and for a reasonable period of time thereafter, at its own cost and expense, procure, keep and maintain in full force and effect the following insurance policies:
- a. commercial general liability insurance, in a combined single limit amount of not less than \$5,000,000.00, per occurrence (exclusive of defense costs), against all claims, demands or actions with respect to damage, injury or death made by or on behalf of any person or entity, arising from or relating to the Operator's use or activities with respect to the Premises, Community Centres or Lands, arising from or related to any acts or omission of the Operator or of the Operator's directors, officers, shareholders, agents, successors, assigns, partners, officials, employees, contractors, invitees, volunteers, or permittees or by any person for whom the Operator is in law or by virtue of this Agreement responsible;
 - b. abuse and molestation coverage in a combined single limit amount of no less than \$5,000,000.00, per occurrence (exclusive of defense costs) which covers bodily injury, emotional distress or mental anguish related to any claim, cause of action or liability associated with child molestation or child abuse;
 - c. "all risks" insurance on an occurrence basis, covering all property owned by the Operator or for which property the Operator is legally responsible for and which is located at the Premises, including, without limitation, furniture, fittings, fixtures, installations, equipment, and all other personal property, in an amount not less than the full replacement cost, without deduction for depreciation, of all such items;
 - d. comprehensive automobile insurance having a combined single limit amount of not less than \$3,000,000.00, per occurrence (exclusive of defense costs) insuring the Operator against liability for bodily injury, death and damage to property;

- e. any other appropriate property and liability insurance on terms and in amounts normally maintained by licenced childcare facilities; and
- f. any other insurance covering risks against which a prudent sublicencee would insure, in amounts for which a prudent sublicencee would insure.

15.2. With respect to such foregoing policies of insurance, the Operator will also ensure the following:

- a. With respect to the liability policies only, such policies will name the UNA, its directors, officers, employees, agents and contractors as additional insureds and will provide that each person or entity insured under such policies will be insured in the same manner and to the same extent as if separate policies had been issued to each;
- b. That each such insurance policy provide that the insurer will waive all rights of subrogation against the UNA, its directors, officers, employees, agents and contractors;
- c. That each such insurance policy will be primary, noncontributing with, and not excess of, any other insurance available to the UNA;
- d. With respect to the liability policies, all insurance proceeds payable by the occurrence of any covered loss will be payable to the UNA;
- e. That all property damage and liability insurance will contain provisions for cross-liability and severability on interests among the UNA and the Operator;
- f. That each such insurance policy will be written in form and content satisfactory to the UNA (including specific reference to the addresses of the Community Centres) and will be issued by insurance companies which are licenced in British Columbia;
- g. That each such insurance policy provides coverage to the UNA, its directors, officers, employees, agents and contractors whether or not the event or occurrence giving rise to the claim is alleged to have been caused in whole or in part by the acts of negligence of the UNA, its directors, officers, employees, agents and contractors; and
- h. That any and all deductibles will be the sole responsibility of the Operator.

15.3. The Operator will deliver certificates of insurance evidencing such coverage to the UNA upon the UNA's request. If the Operator fails to obtain and keep in force such insurance, the UNA may do so on the Operator's behalf and at the Operator's expense.

16. **Indemnification**

- 16.1. For itself and its successors, personal representatives and permitted assigns, the Operator will release and indemnify the UNA and its directors, officers, shareholders, partners, officials, employees, agents and contractors and their respective directors, officers, shareholders, personal representatives, successors and assigns from and against any and all loss, claims, actions, suits, damages, costs (including but not limited to reasonable legal counsel fees), causes of action, judgements, demands, liabilities, and expenses, howsoever arising, that may be made by any third party or made by the Operator or the Operator's directors, officers, shareholders, agents, successors, assigns, partners, officials, employees, contractors, volunteers invitees or permittees or by any person for whom the Operator is in law or by virtue of this Agreement responsible, arising out of, involving, or in connection with, the use or occupancy of the Premises, Common Areas, Transport Zones, Community Centres or Lands, by the Operator or the Operator's directors, officers, shareholders, agents, successors, assigns, partners, officials, employees, contractors, volunteers, invitees or permittees or by any person for whom the Operator is in law or by virtue of this Agreement responsible, except to the extent caused by the sole gross negligence of the UNA or the UNA's wilful misconduct.
- 16.2. Every release and indemnity contained in this section and elsewhere in this Agreement will forever survive the expiry or other termination of this Agreement.

17. **No Liability**

- 17.1. The UNA will not be liable for any personal injury of any nature whatsoever, including but not limited to death, that may be suffered or sustained by the Operator or any employee, agent, contractor, subcontractor, volunteer, invitee of the Operator, including users of the childcare facilities, while at the Premises, Community Centres, Common Areas, Transport Zones, or Lands, or for any loss of or damage or injury to any property belonging to the Operator or to any employee, agent, contractor, subcontractor, volunteer, permittee, or invitee of the Operator, including users of the childcare facilities, while such property is on the Premises, Community Centres, or Lands.
- 17.2. Notwithstanding anything to the contrary contained elsewhere in this Agreement, the UNA will not be liable for any consequential, incidental, indirect, or special damages resulting from a breach or alleged breach of this Agreement, including, but not limited to, loss of opportunity or loss of future business, revenue, income or profits, relating to a breach or alleged breach of this Agreement.

18. **Termination By UNA for Cause**

- 18.1. If the Operator:
- a. fails to perform any of its obligations under this Agreement;
 - b. ceases to fully operate; or

- c. UBC notifies the UNA in writing that UBC is not satisfied with the operation of the childcare facilities by the Operator;

and in the event of any such default listed above the Operator has not within 10 days after written notice from UNA:

- a. rectified such default; or
- b. taken steps to rectify and thereafter diligently pursued the rectification of such default to the satisfaction of the UNA, UBC, or both of them,

the UNA, in addition to any other remedy provided by law, may in its sole and absolute discretion, terminate this Agreement.

18.2. Notwithstanding the foregoing, the UNA may terminate this Agreement at its option at any time and without the Operator having an opportunity to cure, if any of the following events occur:

- a. the Licence between the UNA and UBC expires or is terminated;
- b. measures have been commenced to wind up or dissolve the Operator;
- c. the Premises, without the written consent of the UNA, becomes and remains vacant for a period of 10 days (excepting any time periods listed in Section 5.6);
- d. the Operator permits a third party to use the Premises or Common Areas without the written consent of the UNA;
- e. the Operator uses the Premises for any other purpose other than the Permitted Use; or
- f. As otherwise specified in this Agreement.

19. **Termination by either Party for Any Reason**

19.1. The Operator and the UNA will each be permitted to terminate this Agreement for any reason whatsoever upon 90 days' prior written notice to the other party.

20. **Force Majeure**

20.1. No party will be liable for any failure or delay in performing its obligations under this Agreement due to causes or events beyond its control including industrial dispute, fire, flood, hurricane, tornado, storm, lightning, explosion, acts of God, war, insurrection, riot, national emergency, acts of terrorism, extreme weather conditions, extended power outages, and legislation, regulation, order or other act of any government or governmental agency.

21. **No Assignment**

- 21.1. This Agreement and the Sublicence is strictly personal to the Operator and may not be assigned, pledged, mortgaged, charged, subcontracted, sublicensed nor otherwise dealt with nor may the Premises be shared by the Operator nor possession or use thereof parted with by the Operator except with the prior written consent of the UNA which will be at the sole discretion of the UNA and may be unreasonably withheld.

22. **No Representations or Warranties**

- 22.1. Except to the extent of any representation or warranty set forth herein, the Operator takes the Premises on an “as is”, “where is” basis without any warranties or representations, express or implied, by the UNA or the UNA’s directors, officers, shareholders, partners, officials, employees, agents or contractors.

23. **No Liens**

- 23.1. The Operator will not permit, do, or cause anything to be done to the Premises, Community Centres or Lands which would allow any lien, certificate of pending litigation, judgement, or certificate of any court, or any mortgage, charge, conditional sale agreement, personal property security, or encumbrances of any nature whatsoever, to be imposed or to remain upon the title to the Premises, Community Centres or Lands.
- 23.2. In the event of any registration of any lien or other encumbrance described in Section 23.1, the Operator will at its own expense cause the same to be immediately discharged. If such discharge is not so effected by the Operator, the UNA reserves the right to discharge the encumbrance and the costs therefor will be payable by the Operator to the UNA on demand.

24. **No Interest in Land; Paramountcy of Licence**

- 24.1. This Agreement constitutes a sublicence to use certain areas of the Premises and conveys no interest in the Premises, Community Centres, Transport Zones, Common Areas or Lands to the Operator. This Agreement is not a lease or tenancy in any manner and the relationship between the UNA and the Operator is strictly contractual.
- 24.2. To the extent that any provision of this Agreement contravenes or is incompatible with the terms of the of the Wesbrook Licence or Old Barn Licence, such provision will be deemed to be amended or modified so as not to contravene or be incompatible with the Wesbrook Licence or Old Barn Licence.

25. **Authority**

- 25.1. The Operator represents and warrants to the UNA that it has the authority and capacity to enter into this Agreement and perform its obligations under this Agreement and that all necessary corporate steps and proceedings to do so have been properly taken.

- 25.2. The UNA represents and warrants to the Operator that it has the authority and capacity to enter into this Agreement and perform its obligations under this Agreement and that all necessary corporate steps and proceedings to do so have been properly taken.
- 25.3. Nothing in this Agreement will construe the Operator to be the agent, joint venturer or partner of the UNA nor give the Operator any authority or power to bind or commit the UNA in any way.

26. **Entire Agreement**

- 26.1. This Agreement, which includes Schedules “A”, “B” and “C” constitute the entire agreement and understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. No amendment or addition hereto will be valid unless set out by both parties in writing.

27. **Severability**

- 27.1. If any part of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, that part is to be considered to have been severed from the remainder of this Agreement, which will continue in force unaffected by the severance.

28. **Time of Essence**

- 28.1. Time is of the essence in this Agreement.

29. **Notice**

- 29.1. Any notice, document or communication required or permitted to be given hereunder will be in writing and will be deemed to be satisfactory if deemed to have occurred when sent by electronic transmission, personally delivered during regular business hours, or mailed by registered mail at the addresses provided below or to such other address as may be provided by the parties in writing from time to time:

To the UNA:

UNIVERSITY NEIGHBOURHOODS ASSOCIATION
202-5923 Berton Avenue
Vancouver, British Columbia, V6S 0B3
Attention: Sundance Topham
Email: sundance.topham@myuna.ca

To the Operator:

YMCA OF GREATER VANCOUVER,
10 - 620 Royal Avenue,

New Westminster, British Columbia, V3M 1J2
 Attention: **Cathy Poole**
 Email: cathy.poole@gv.ymca.ca

30. **Enurement**

- 30.1. This Agreement will enure to the benefit of and be binding on the parties and their respective personal representatives, successor and permitted assigns.

31. **Waiver**

- 31.1. No term or condition of this Agreement will be waived by either party except by the written consent of the other party. The parties agree that any waiver of or non-action with respect to any breach or default of any of the terms or conditions of this Agreement will not be construed as a waiver of any subsequent or other breach or default but all of the terms and conditions of this Agreement will survive and continue to remain in full force and effect.

32. **Headings**

- 32.1. The headings appearing in this Agreement are inserted for convenience of reference only and will not affect the construction or interpretation of this Agreement.

33. **Further Assurances**

- 33.1. Each of the parties to this Agreement will execute such further and other documents and do such further and other acts as may be necessary to give effect to this Agreement.

34. **Governing Law**

- 34.1. This Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia, Canada. Each party attorns to the jurisdiction of the courts of British Columbia.

35. **Counterparts**

35.1. The parties may execute this Agreement by facsimile or other electronic means and in separate counterparts each of which when so executed and delivered will be deemed an original, and all such counterparts taken together will constitute one instrument.

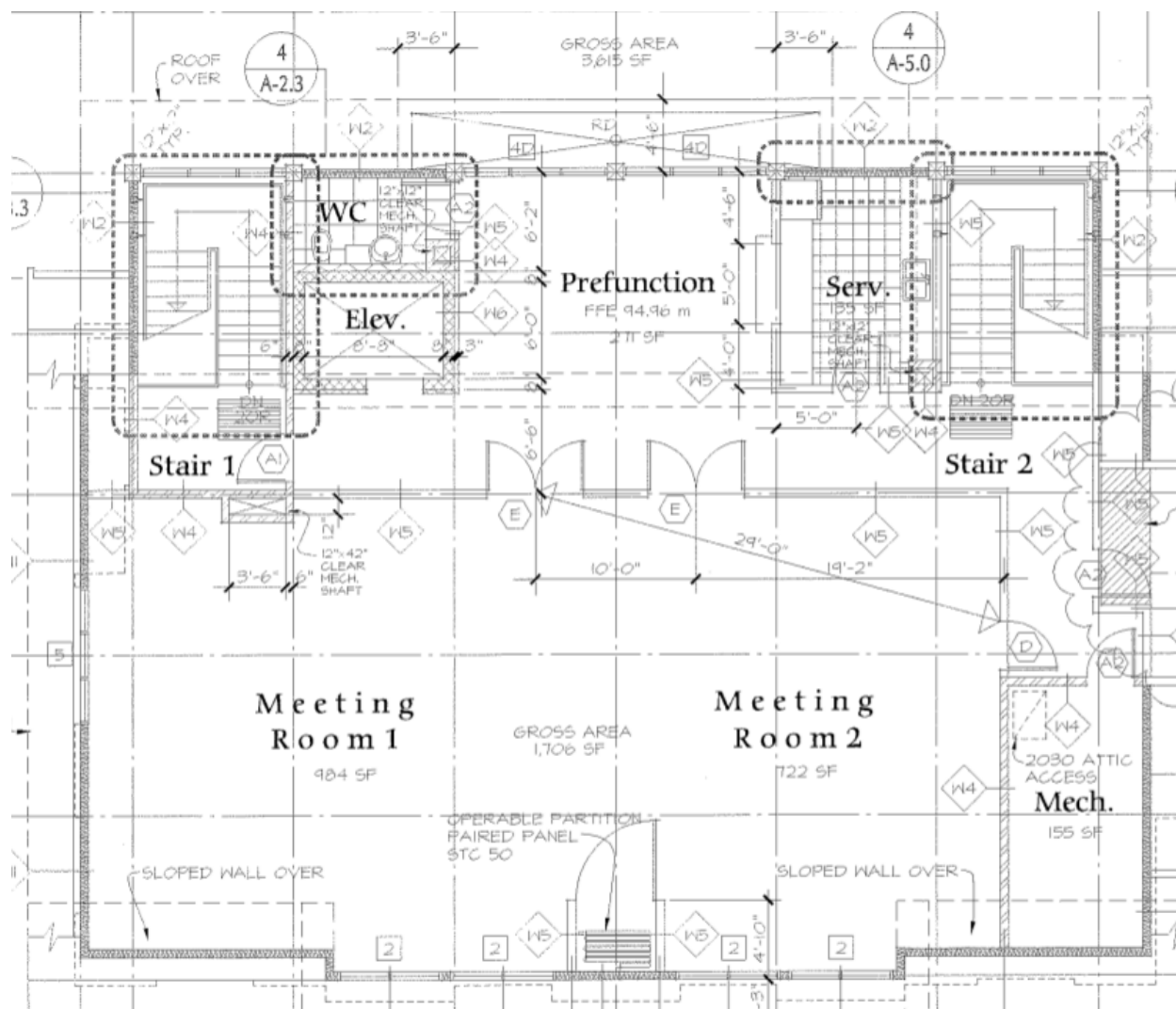
ACCEPTED AND AGREED TO by the UNA and the Operator

UNIVERSITY NEIGHBOURHOODS ASSOCIATION	YMCA OF GREATER VANCOUVER
<hr/> by its Authorized Signatory	<hr/> by its Authorized Signatory
Name (printed): _____	Name (printed): _____
Date: _____	Date: _____

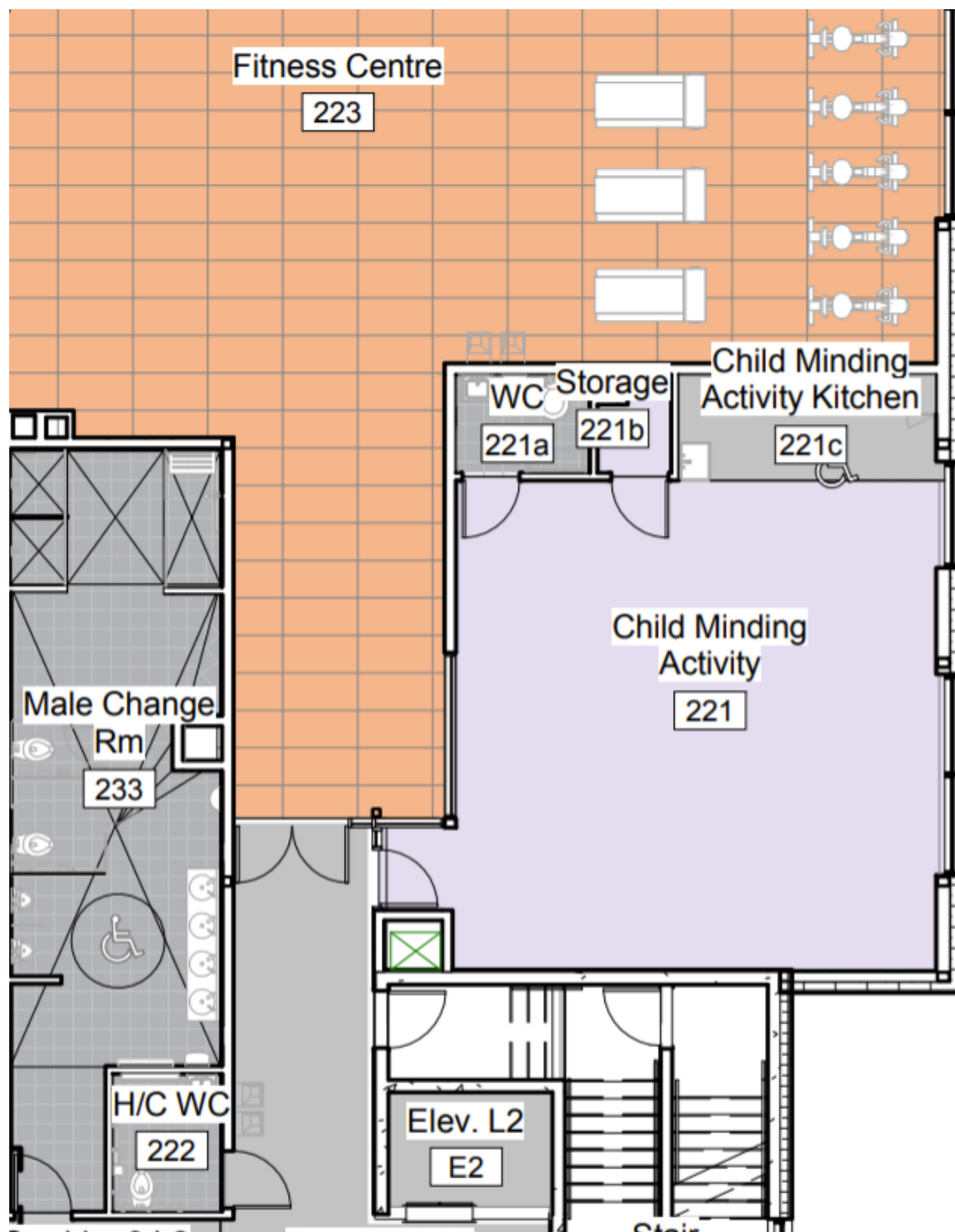
Schedule "A"

Premises

Old Barn Community Centre Meeting Room 1 and Meeting Room 2



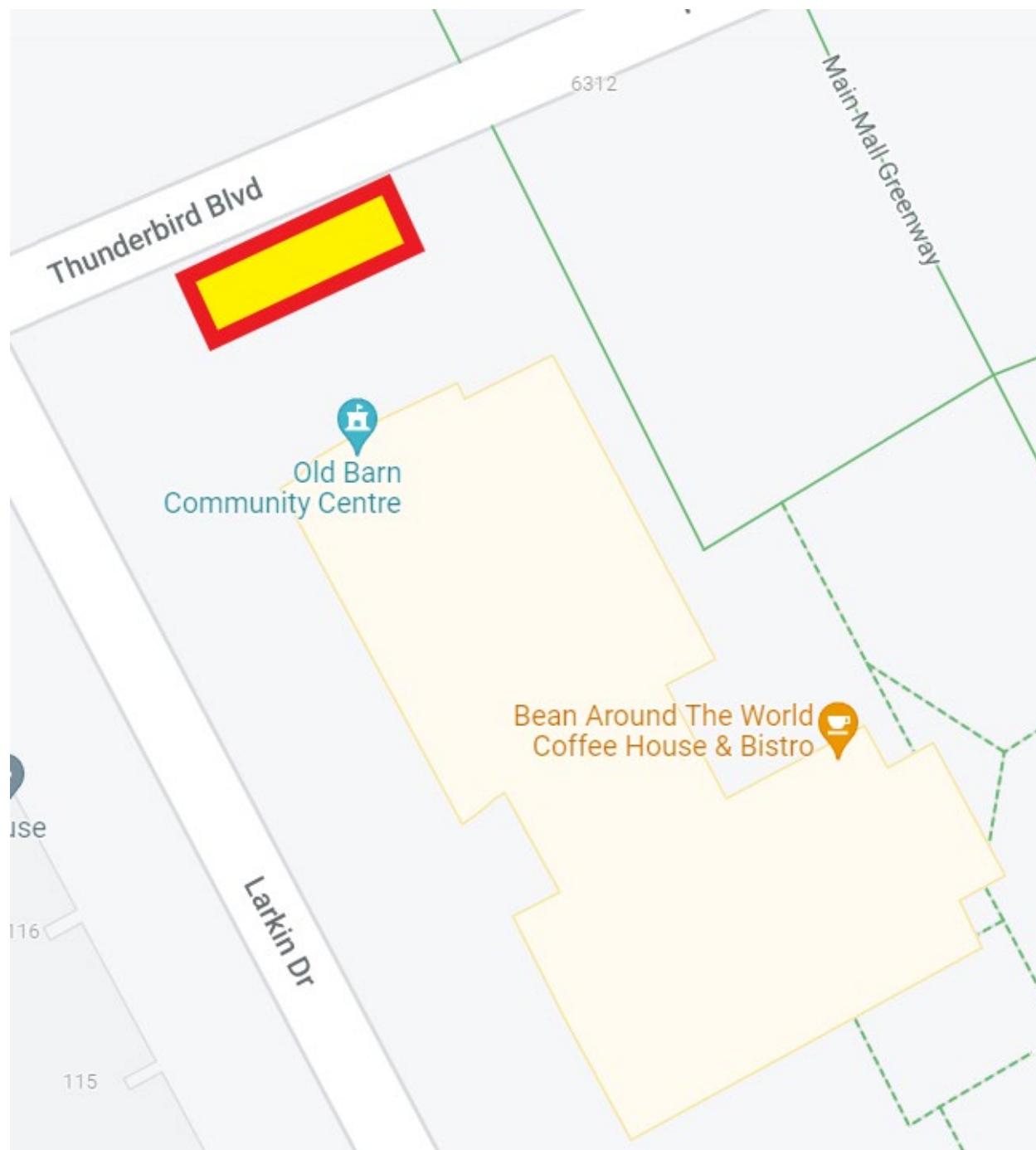
Wesbrook Community Centre Childminding Room



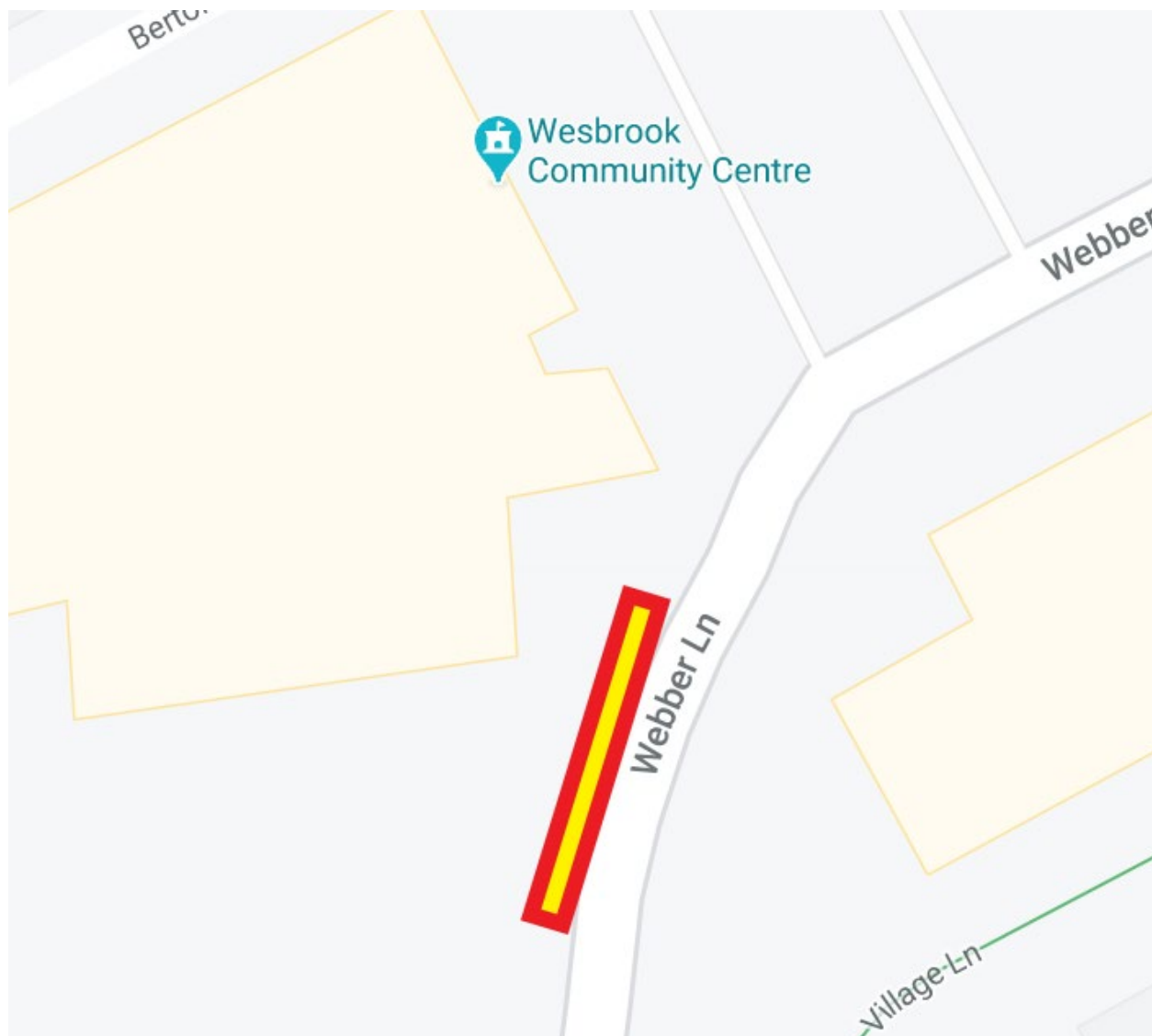
Schedule “B”

Designated Pick-Up and Drop-Off Zones (Transport Zones)

Old Barn Community Centre



Wesbrook Community Centre



Schedule "C"

Form of Annual BudgetWestbrook Community Centre
Revenue & Expense Budget 2021/2022Revenue:

Ministry of Children and Family Development
 Child Care Operating Funding
 Child Care Fees

Total Revenue

 \$

Expenses:

Salaries
 Benefits
 Child Care Administration Costs & Supervision, Quality Control & Training
 Office Supplies
 Program Supplies
 Food for Programs
 Telecommunications (Telephone/Internet/Fax)
 Contract Cleaning
 Care of Buildings & Grounds (Minor Repairs)
 Program Equipment
 Utilities
 Employee Travel & Expense
 Staff Training
 Bank Charges
 YMCA Shared Services

Balance at Year End

\$



Report Date: December 14th, 2021
Meeting Date: December 21st, 2021
From: Wegland Sit, Operations Manager
Subject: Vista Point Childcare One Month Extension- UNA and YMCA

Background

The Vista Point Child Care Centre opened on June 15, 2016, and was the first childcare facility to begin operations within the UNA neighbourhoods. The Vista Point Childcare facility is managed by the UNA and operated by the YMCA.

The sublicense agreement between the UNA and YMCA expired on December 31, 2021, and the YMCA has expressed interest to renew, but never moved forward with their option to extend the term. This extension agreement allows the YMCA until January 31, 2022 or such date that the UNA and the Operator execute an agreement to further extend the term and modify the terms of the Sublicense to extend the term.

Decision Requested

THAT the board approve the attached First Extension – Vista Point Childcare Facility Sublicense and Operating Agreement and authorize the Board Chair to execute the agreement.

Discussion

The YMCA Vista Point Childcare facility accommodates up to 18 childcare spaces, from age three up to pre-school age children. There are a total of 143 children on the Vista Point Childcare waitlist. 135 out of the 143 children on the current waitlist are under the age of three, the minimum age required to enroll the Vista Point facility.

The original Vista Point Childcare sublicense agreement between the UNA and YMCA, expires on December 31, 2021.

The YMCA did not exercise formal written nor verbal renew notice prior to June 30, 2021 - the six months timeframe prescribed under the First Renewal Term option contained in the original agreement under Section 7.5.

The UNA subsequently reach out to YMCA and received an official written notice with their intention to renew the agreement on August 31, 2021.



The current sublicense arrangement of the Childcare Facility involves multiple parties: UBC, UBC Properties Trust, and the UNA. Contractual obligations are passed directly from one party to another in according to the sublicense or a sublease agreement.

Below is a quick review of contractual arrangement under the Vista Point Childcare:

1. UBC leased the land to UBC Properties Trust (UBCPT) for the development and the construction of the Vista Point building.
2. After completing the original construction, UBCPT Subleased the ground level daycare space back to UBC.
3. UBC Licensed the UNA to operate the daycare space as a day care facility.
4. UNA sub-licenses to YMCA to operate a day care facility at Vista Point.

As part of a regular renewal process, the UNA submitted the current Vista Point sublicense agreement for our legal team to review. The UNA legal team noted there are significant concerns that need to be addressed. The legal team noticed there are several misalignments within the current UNA-YMCA Vista Point sublicense agreement, where the current sublicense misses the direct chain of obligations. For example, the obligations imposed under the License between the UNA and UBC (Day Care Facility, Vista Point) (“Head License”) are not contained in the Sublicense. It means the UNA is bearing all the risk that is not covered under the current sublicense.

It is essential that the end contract imposes and aligns the same body of obligations and restrictions on the end contracting party as are placed on the next party up in the contracting chain.

Hence, the UNA legal team recommends that the UNA extend the current sublicense agreement by one month through to the end of January 2022. This one-month extension is intended to give the UNA sufficient time to update and address issues found within the current Vista Point sublicense agreement, and at the same time, it will also ensure sufficient time is given for the YMCA team to review the proposed changes in the new agreement.

Financial Implications

None

Operational Implications

None



Strategic Objective

Community and Stakeholder Relations

Attachments

1. Schedule A - First Extension – Vista Point Childcare Facility Sublicense and Operating Agreement
2. Schedule B – Existing UNA YMCA Vista Point Sublicense

Concurrence

Dave Gillis – Recreation Manager

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Wegland Sit', positioned above a horizontal line.

Wegland Sit
Operations Manager

A handwritten signature in blue ink, appearing to read 'Sundance Topham', positioned above a horizontal line.

Sundance Topham
Chief Administrative Officer

**EXTENSION TO VISTA POINT CHILDCARE FACILITY SUBLICENCE
AND OPERATING AGREEMENT**

THIS EXTENSION made with effect as of the 1st day of January, 2022.

BETWEEN:

UNIVERSITY NEIGHBOURHOODS ASSOCIATION, a society incorporated under the Society Act with its administrative office at 202-5923 Berton Avenue, Vancouver, British Columbia V6S 03B

("UNA")

AND:

THE YMCA OF GREATER VANCOUVER, a society incorporated under the Society Act with its administrative office at 300 - 5055 Joyce Street, Vancouver, British Columbia, V5R 682

(the "**Operator**")

WHEREAS

- A. Pursuant to the terms of a Childcare Facility Sublicense and Operating Agreement dated effective April 1, 2016 between UNA and the Operator (the "**Sublicense**"), UNA agreed to engage the Operator to operate the Childcare Facility within the Premises during the Term, and the Operator agreed to perform the foregoing obligations, all upon the terms and conditions more particularly set out in the Sublicense.
- B. The Sublicense granted the Operator an option to renew the Term, conditional upon the Operator's satisfaction of the requirements set out in Section 7.5 of the Sublicense.
- C. The Operator did not satisfy the requirements of Section 7.5(b) of the Sublicense, and as a result, is not entitled to renew the Term for the First Renewal Period.
- D. UNA has agreed grant the Operator a further extension of the Term commencing on January 1, 2022 and expiring on the earlier of January 31, 2022 or such date that the UNA and the Operator execute an agreement to further extend the Term and modify the terms of the Sublicense (the "**Extension Period**"), all on the terms more particularly set out herein.

NOW THEREFORE in consideration of the grants, rents, and mutual covenants hereinafter reserved and contained, the parties covenant and agree as follows:

- 1. All terms capitalized in this Agreement and not otherwise defined in this Agreement will have the same meaning as in the Sublicense.
- 2. That UNA hereby grants the Operator the right to extend the Term for the Extension Period upon the same terms as are contained in the Sublicense, except as amended in this Agreement, and the Operator acknowledges and agrees that the grant of the Extension Period by UNA pursuant to the terms of this Agreement is not an exercise of its First

Renewal Term option which, as set out in Recital C, the Operator is not entitled to exercise and is null and void.

3. This Agreement is expressly made a part of the Sublicense to the same extent as if incorporated in the Sublicense, and the parties agree that all agreements, covenants, conditions, and provisos contained in the Sublicense, except as amended in this Agreement, will be and remain unamended and in full force and effect during the Extension Period. UNA and the Operator acknowledge and agree to perform and observe, respectively, the obligations of UNA and the Operator under the Sublicense as extended and amended hereby. UNA and the Operator hereby confirm and ratify the Sublicense and the extension of the Term.
4. Time is and shall remain of the essence of the Sublicense and this Agreement.
5. This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and assigns.
6. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and each of the parties hereby irrevocably attorns to the exclusive jurisdiction of the Courts of British Columbia.
7. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered to all of the parties shall be deemed to be and shall be read as a single agreement. This Agreement may be transmitted by PDF, facsimile or other electronic means, and if so transmitted this Agreement will be for all purposes as effective as if the parties had delivered an executed original Agreement. This Agreement may also be executed electronically by the parties.

IN WITNESS WHEREOF UNA and the Operator have executed this Agreement as of the date first above mentioned.

UNIVERSITY NEIGHBOURHOODS)
ASSOCIATION by its authorized)
signatories:)
_____))
Authorized Signatory)
Name:)
Title:)

THE YMCA OF GREATER VANCOUVER)
by its authorized signatories:)
_____))
Authorized Signatory)
Name:)
Title:)

CHILDCARE FACILITY SUBLICENCE AND OPERATING AGREEMENT

THIS AGREEMENT dated effective April 1, 2016.

BETWEEN:

UNIVERSITY NEIGHBOURHOODS ASSOCIATION, a
society incorporated under the *Society Act* with its administrative
office at 202-5923 Berton Avenue, Vancouver, British Columbia,
V6S 0B3

("UNA")

AND:

The YMCA OF GREATER VANCOUVER, a society
incorporated under the *Society Act* with its administrative office at
300 - 5055 Joyce Street, Vancouver, British Columbia, V5R 6B2

(the "Operator")

WHEREAS:

- A. The University of British Columbia ("UBC") is the registered owner of lands comprising the Vancouver campus of The University of British Columbia (the "**Campus**") and, in particular, that portion civically described as 5828 Thunderbird Boulevard, Vancouver, British Columbia and legally described as:
- PID: 028-343-280
Lot 4 District Lot 6494 Group 1 NWD Plan BCP45808
(the "**Land**").
- B. Pursuant to a lease agreement dated January 1, 2012 (the "**Head Lease**"), UBC leased the Land to UBC Properties Investments Ltd., in its capacity as trustee of the UBC Properties Trust ("**UBC Properties**") for a fourteen story building (the "**Building**") containing the following area on the ground floor, with a separate entrance, containing approximately 2,486 square feet, and an adjacent outdoor play area approximately 9,732 square feet, as outlined in bold on the plan attached hereto as Schedule "A" (the "**Premises**").
- C. Pursuant to a sublease dated July 1, 2016 (the "**Sublease**"), UBC subleased the Licensed Property from UBC Properties (in this capacity, UBC Properties referred to as the "**Sublandlord**").
- D. UBC and UNA entered into a license (the "**License**") for the operation by UNA or a permitted sublicensee of a child care facility licensed pursuant to the British Columbia *Community Care and Assisted Living Act* (the "**Permitted Use**").
- E. The Operator is an experienced provider of quality licensed child care.

- F. UNA and the Operator have agreed to enter into this Agreement regarding the Operator's operation of the Childcare Facility within the Premises, on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties acknowledge and agree as follows:

1. DEFINITIONS

1.1 DEFINITIONS

In this Agreement the following terms have the following meaning:

- (a) "Act" means the *Community Care and Assisted Living Act* (British Columbia);
- (b) "Applicable Laws" means all statutes, regulations, by-laws, codes, rules, notices, permits, orders, directives, standards and requirements of every competent federal, provincial, regional, municipal and other statutory authority applicable to UNA, the Operator, the Childcare Facility and the Lands, all as may be in force from time to time;
- (c) "Business Day" means every day except Saturday, Sunday and statutory holidays in British Columbia;
- (d) "Childcare Facility" means a Twenty Five (25) space child day care facility for children 2.5 to 5 years of age ;
- (e) "Children" means the children enrolled in the Childcare Facility from time to time and "Child" means a child enrolled in the Childcare Facility from time to time;
- (f) "Property" means the Lands and the Building.

1.2 SCHEDULES

The following schedules form and are part of this Agreement:

Schedule A	Plan of Premises
Schedule B	Form of Annual Budget
Schedule C	Priority

2. APPOINTMENT

2.1 APPOINTMENT OF OPERATOR

UNA hereby appoints the Operator as its sole and exclusive agent to operate the Childcare Facility pursuant to the terms and conditions of this Agreement. The Operator covenants and agrees that at all times it will carry out the appointment in a faithful and diligent manner.

3. LICENCE

3.1 GRANT OF LICENSE

UNA hereby grants to the Operator a sub-license of the Premises for the sole purpose of operating the Childcare Facility therein, for a term of Five (5) years (the "**Term**") commencing on June 1, 2016 and expiring on December 31, 2021, unless earlier terminated or renewed or extended pursuant to the terms of the Agreement.

3.2 LICENSE FEE

UNA acknowledges that the sum of One Dollar (\$1.00) now paid by the Operator to UNA will be the only fee required to be paid by the Operator to UNA under this Agreement, except as provided herein.

3.3 OPERATING EXPENSES

The Operator covenants and agrees with UNA that it will be solely responsible for the following expenses in respect of the Premises during the Term:

- (a) all utilities consumed by the Operator on the Premises are billed by the service providers directly to the Operator (the "**Utilities**"); and
- (b) the costs, taxes, levies, charges and other amounts attributable to the Premises which fall within the definition of "**Operating Expenses**" in the Sublease, whether billed, charged or levied to the Sublandlord, UBC, UNA or the Operator, which includes without limitation (as such terms are defined in the Sublease): the Services Levy and Municipal Taxes (as applicable), all Taxes and Tenant's Taxes, all Sales Taxes and Operating Expenses, and to the extent that any such costs taxes, levies, charges and other amounts are not metered or otherwise charged to the Premises on a stand-alone basis, then the Tenant's Proportionate Share thereof.

The Operator shall ensure that all payments described above will be made by no later than the due date set out in the invoice received with respect thereto.

3.4 PROPERTY TAXES

The Operator will use its best efforts to obtain an exemption from the appropriate Government authority (ies) for payment of real property taxes. If the Operator obtains such exemption, it will comply with all Applicable Laws to maintain such status.

3.5 INDEMNITY

The Operator will indemnify, defend and save UNA harmless from and against all losses, costs, damages, suits, claims and expenses incurred by UNA arising from any default of or by the Operator under this Agreement.

4. COVENANTS

4.1 OPERATOR'S COVENANTS

The Operator covenants and agrees with UNA:

- (a) to operate the Childcare Facility on a not for profit basis;
- (b) to operate continuously so as to be fully operational and fully operating on each and every Business Day between the hours of 7:30 a.m. and 6:00 p.m. or such other hours of operation as may be approved in writing by UNA and the Operator;
- (c) provide childcare services to a standard of care and diligence maintained by persons providing similar childcare services in the City of Vancouver;
- (d) to operate the Childcare Facility so that it accommodates Twenty Five (25) Children 2.5 – 5 years of age. ; and
- (e) manage the Childcare Facility in accordance with the terms of this Agreement.

4.2 PERMITTED USE

The Operator may not use or permit the Premises or any part thereof to be used for any purpose other than as a childcare facility.

4.3 MAINTENANCE

The Operator shall at its sole cost:

- (a) equip the Premises from time to time with chattels, toys, books, supplies and other goods of a replaceable nature necessary to maintain the standard contemplated in subsection 4.1(c), age appropriate to the extent applicable and in compliance with applicable safety standards; and
- (b) maintain, clean and keep in a good and tidy condition, wear and tear excepted, the interior of the Premises and the equipment and furnishings therein.

4.4 NUISANCE

The Operator shall not do anything on the Premises, the Building or the Property which may be or may become a nuisance to the tenants, occupants or users of the Building.

4.5 COMPLIANCE WITH LAWS

The Operator covenants and agrees with UNA:

- (a) to comply with the requirements of the *Society Act* (British Columbia) and related regulations from time to time so as to maintain good standing thereunder;
- (b) to comply with all Applicable Laws. Without limiting the generality of the foregoing, the Operator agrees that the Childcare Facility will be licensed and operated in accordance with the Act and any regulations thereto;
- (c) to obtain all permits and licenses required by the Applicable Laws at its costs;
- (d) to comply with the bylaws, rules and regulations of the Building;
- (e) to comply with the terms of the License and the Sublease; and
- (f) to not adopt or enforce any policy which is contrary to the terms, spirit or intention of this Agreement.

4.6 PERSONNEL

The Operator shall:

- (a) hire and supervise staff for the operation of the Childcare Facility to the standards required hereunder and in sufficient numbers to maintain the applicable staff-to-child ratio;
- (b) conduct background checks on potential employees as required by Applicable Laws; and
- (c) ensure that all persons employed are qualified, competent, adequately trained, fully instructed and properly supervised at all times.

4.7 MANAGEMENT OF CHILDCARE FACILITY

The Operator will:

- (a) prepare an annual budget substantially in the form attached as Schedule B, for the operation of the Childcare Facility and provide same to UNA at least Thirty (30) days prior to the fiscal year end of the Childcare Facility, with UNA having a right to require changes and approve such budget (upon such approval by UNA, the "**Approved Budget**");
- (b) adhere to the Approved Budget;
- (c) collect fees payable for the Child Care Services on a timely basis;
- (d) maintain adequate records with respect to the operation of the Childcare Facility providing that such records will not contain confidential information regarding the Children; and.
- (e) use its best efforts to raise funds amongst potential donees, apply for grants and seek and obtain possible revenue sources.

4.8 REPORTING TO UNA

- (a) The Operator or its representative will liaise with a designated representative of UNA (the "**Representative**") and will promptly provide such information on the Childcare Facility and the Operator as the Representative may reasonably request.
- (b) The Operator will provide the UNA Representative with reports indicating the number of child care spaces filled, and such other information as is reasonably requested by the UNA on a bi-annual basis. The reports will provide the UNA with sufficient information to determine whether the Services are being carried out to the specifications of the UNA including whether the priorities set out in Schedule C are being followed.

4.9 RECORDS

- (a) The Operator will keep accurate records relating to the provision of Services under this Sub-License.

- (b) The Operator and the UNA will comply with all applicable protection of personal information legislation, including the *Personal Information Protection and Freedom of Information Act* (British Columbia, in its collection, use, storage, disclosure and dissemination of personal information.
- (c) The Operator will prepare and maintain proper records related to the Services, including records, receipts and invoices.

4.10 RATES CHARGED

UNA and the Operator agree that:

- (a) from June 1, 2016 until December 31, 2017 the rates charged per child will be as follows:
 - (i) for Children attending the Childcare Facility two (2) days per week a rate of \$442.00 per month;
 - (ii) for Children attending the Childcare Facility three (3) days per week: a rate of \$660.00 per month; and
 - (iii) for Children attending the Childcare Facility five (5) days per week: a rate of \$950.00 per month;
- (b) after December 31, 2017, the Operator shall use its best efforts to charge market rates charged to users of the Childcare Facility whereby the median charge for placement of the Children takes into account the City of Vancouver-wide median charge per child care space.

4.11 OWNER'S COVENANTS

UNA agrees that it will repair and maintain the Building and the Childcare Facility in accordance with the terms of the Sublease and License. UNA and the Operator agree that the repair, maintenance and replacement of the Building's systems (including but not limited to the heating, air-condition and ventilation system, plumbing and electrical systems) and structural elements are the responsibility of UBC Properties pursuant to the Sublease and UNA agrees that it will communicate directly with UBC Properties on behalf of the Operator if the Operator requests any repairs to such systems.

4.12 INSURANCE

- (a) The Operator at its cost, will obtain and keep in force throughout the Term appropriate property and liability insurance on terms and in amounts normally maintained by a licensed child care centre and, additionally, any other insurance covering risks against which a prudent licensee would insure, in amounts for which a prudent licensee would insure. If the Operator fails to obtain and keep in force such insurance, The UNA may do so on the Operator's behalf and at the Operator's expense. Without limitation, the Operator will take out public liability insurance in an amount not less than \$5 million per occurrence, and will name the UNA as an additional insured. The Operator will provide the UNA with a certificate of insurance in a form acceptable to the UNA.

- (b) The UNA will ensure that the Operator is added as an additional insured to insurance policies taken out by the UNA and will provide the Operator with a copy of certificates of insurance.
- (c) The Operator will, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout this Agreement the following insurances in forms and amounts acceptable to the UNA from insurers licensed to conduct business in Canada:
 - i. Commercial general liability insurance on an occurrence basis, in an amount not less than five million (\$5,000,000) dollars inclusive per occurrence against death, bodily injury and property damage arising directly or indirectly out of the work or operations of the Service Provider, its employees and agents. The insurance will include cross liability and severability of interests such that the coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each insured. The insurance will include, but not be limited to: premises and operator's liability, broad form products and completed operations, owners and Operators protective liability, blanket contractual, employees as additional insureds, broad form property damage, non-owned automobile, contingent employers liability, broad form loss of use, personal injury, and incidental medical malpractice. The Operator will use reasonable commercial efforts to have the Commercial General Liability policy endorsed with a minimum of three million dollars (\$3,000,000) in Abuse and Molestation coverage.
 - ii. Automobile liability insurance on all vehicles owned, operated or licensed in the name of the Operator in an amount not less than three million (\$3,000,000) dollars per occurrence for bodily injury, death and damage to property; and
 - iii. Service Providers' equipment insurance in an all risks form covering machinery and equipment used for the performance of the Services.
- (d) The Operator will provide the UNA with evidence of the required insurance prior to the commencement of this Sub-License. Such evidence will be in the form of a completed certificate of insurance acceptable to the UNA. The Operator will, on request from the UNA, provide certified copies of all of the Operator's insurance policies providing coverage relating to the Services, including without limitation any professional liability insurance policies. All required insurance will be endorsed to provide the UNA with thirty (30) days advance written notice of cancellation or material change restricting coverage. The Operator will be responsible for deductible amounts under the insurance policies. All of the Operator's insurance policies will be primary and not require the sharing of any loss by the UNA or any insurer of the UNA.

- (e) The Operator acknowledges that any requirements by the UNA as to the amount of coverage under any policy of insurance will not constitute a representation by the UNA that the amount required is adequate and the Operator acknowledges and agrees that the Operator is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits shall not be construed as relieving the Operator from responsibility for any amounts which may exceed these limits, for which the Operator may be legally liable.
- (f) The Operator shall place and maintain, or cause any of its subcontractors to place and maintain, such other insurance or amendments to the foregoing policies as the UNA may reasonably direct.
- (g) The Operator hereby waives all rights of recourse against the UNA for loss or damage to the Service Provider's property.

5. OTHER PROVISIONS

5.1 ALTERATIONS

The Operator may not make any alterations to the Premises unless the Operator obtains the prior written consent of UNA. If UNA's consent is so obtained, the Operator shall make such alterations in accordance with any terms and conditions set out by UNA, and at the Operator's expense. The Operator acknowledges that all alternations must be done in accordance with the terms of the License. At the expiration or earlier termination of the Term, all alterations made to the Premises will become UNA's property, without any obligation on UNA to pay any compensation therefor; provided that, if requested by UNA, the Operator will remove such alterations made by it as UNA specifies and return the Premises to their former condition, all at the Operator's expense.

5.2 PARKING

UNA and the Operator agree that:

- (a) the Operator's staff will have ability to purchase monthly parking passes in the Building subject to availability.
- (b) parents, guardians or caretakers of Children may make use of designated pick-up and drop-off zones in front of the Building provided the Operator provides such parents, guardians or caretakers with official vehicle passes to use such zones.

5.3 OWNER'S RIGHT OF ACCESS

UNA and UBC, or their employees or agents shall each have the right to enter the Premises upon reasonable notice to the Operator, or at any time during an emergency, for any of the following purposes:

- (a) inspecting the same;

- (b) inspecting the performance by the Operator of the terms, covenants, agreements and conditions of this Agreement; (c) posting and keeping posted thereon notices as required or permitted by any Law and Regulation;
- (d) conducting an environmental audit; or
- (e) any other reasonable purpose.

5.4 ASSIGNMENT BY OPERATOR

The Operator will not Sub-License, transfer or assign this Agreement or its interest therein without UNA's consent, which may be withheld arbitrarily.

6 ENROLLMENT

6.1 PRIORITY

In enrolling children in the Childcare Facility, the Operator shall grant priority to applicants on the basis set out in Schedule C hereto.

7 TERMINATION AND RENEWAL

7.1 TERMINATION

If the Operator:

- (a) fails to perform any of its obligations under this Agreement;
- (b) fails to operate on a Business Day and for the hours set out in subsection 4.1(b) other than as a result of an emergency or with the written consent of UNA;
- (c) ceases to fully operate; or
- (d) UBC notifies UNA in writing that UBC is not satisfied with the operation of the Childcare Facility by the Operator;

and in the event of any such default the Operator has not within 10 days after written notice thereof from UNA:

- (e) rectified such default; or
- (f) taken steps to rectify and thereafter diligently pursued the rectification of such default to the satisfaction of UNA, UBC, or both of them,

UNA, in addition to any other remedy now or hereafter provided by law, may in its sole and absolute discretion, terminate this Agreement.

7.2 TERMINATION OF SUB-LEASE OR LICENSE

UNA and the Operator agree this Agreement will terminate if either the Sublease or License are terminated for any reason.

7.3 DEFAULT BY OPERATOR

If:

- (a) the term of this Agreement or any of the goods and chattels of the Operator is seized or taken in execution or attachment by a creditor of the Operator;
- (b) measures have been commenced to wind up or dissolve the Operator;
- (c) the Premises, without the written consent of UNA, become and remain vacant for a period of ten (10) days or are used by any person other than those entitled to use them under this Agreement; or
- (d) the Operator, without the written consent of UNA, abandons or attempts to abandon the Premises;

UNA may immediately re-enter and take possession of the Premises, and at the option of UNA, **THIS AGREEMENT WILL IMMEDIATELY TERMINATE.**

7.4 TERMINATION BY OPERATOR

The Operator, at its sole discretion, shall be permitted to terminate this Agreement upon 90 days notice to the UNA.

7.5 FIRST OPTION TO RENEW

If the Operator:

- (a) pays the Utilities and Operating Expenses as and when due and regularly observes and performs the terms, covenants and conditions to be observed and performed by it in accordance with the terms of this Agreement (with consideration of any permitted cure periods for default); and
- (b) gives UNA not less than six (6) months' and not more than twelve (12) months' written notice prior to the expiration of the Term of the Operator's exercise of the first option to renew,

then UNA shall grant to the Operator a renewal license upon the expiration of the Term for a period of five (5) years (the "**First Renewal Term**") on the same terms and conditions as set out in this Agreement except that there will be no further right to renew. By written notice, UNA may confirm the renewal license for the First Renewal Term; provided that such notice by UNA is not a requirement to the valid exercise of the Operator of such option to renew.

7.6 SECOND OPTION TO RENEW.

If the Operator:

- (a) pays the Utilities and Operating Expenses as and when due and regularly observes and performs the terms, covenants and conditions to be observed and performed by it in accordance with the terms of this Agreement (with consideration of any permitted cure periods for default); and

- (b) gives UNA not less than six (6) months' and not more than twelve (12) months' written notice prior to the expiration of the First Renewal Term of the Operator's exercise of the second option to renew,

then UNA shall grant to the Operator a second renewal license upon the expiration of the First Renewal Term for a period of five (5) years (the "**Second Renewal Term**") on the same terms and conditions as set out in this Agreement except that there shall be no further right to renew. By written notice, UNA may confirm the renewal license for the Second Renewal Term; provided that such notice by UNA is not a requirement to the valid exercise of the Operator of such option to renew.

8. GENERAL

8.1 LIABILITY

UNA shall not be liable for any personal injury of any nature whatsoever, including death, that may be suffered or sustained by, the Operator or any employee, agent, contractor, subcontractor or invitee of the Operator, or any person (including users of the Childcare Facility) while on the Premises, the Building, the Development or the Property, or for any loss of or damage or injury to any property belonging to the Operator or to any other person while such property is on the Premises, the Building, the Development or the Property. The Operator shall at all times and does hereby indemnify, save harmless, release and forever discharge UNA, its respective officers, directors, employees, licensees, and agents from and against all manner of actions, causes of action, claims, debts, suits, damages, demands and promises, at law or in equity, whether known or unknown, including without limitation for injury to persons or property including death, of any person, occurring on, in or about the Premises, the Building, the Development or the Property directly or indirectly arising or resulting from, or attributable to any act or omission of the Operator or its servant, employee, contractor, subcontractor or invitee of the Operator. This section 8.1 shall survive the expiration or termination of this Agreement.

8.2 NOTICES

All notices, consents, and approvals permitted or required to be given hereunder will be in writing and will be delivered in hard copy or transmitted via email to UNA or Operator to the address on the first page of this Agreement, as the case may be, as follows:

to UNA:

to the Attention of the Executive Director
Email: johanne.blenkin@myuna.ca

to the Operator:

to the Attention of the VP Association Services
Email: marnie.jepsen@gv.ymca.ca

or to such other address as may be provided by the parties in writing from time to time. Any notice so made will be deemed to have been given and received on the date of delivery or transmission if delivered or faxed, unless transmitted after 5:00 p.m. in which case such notice will be deemed to have been delivered on the following business day.

8.3 NO INTEREST IN LAND

The Operator agrees and acknowledges that:

- (a) at no time during the Term DOES it have any interest in the Premises or the Lands;
- (b) it has no right to register this Agreement in the Land Title Office against title to the Lands;
- (c) under no circumstances shall this Agreement be construed as a lease or the Operator a tenant of the Premises; and
- (d) the relationship between UNA and the Operator is strictly contractual.

8.4 SUCCESSORS AND ASSIGNS

Except as otherwise provided herein, all of the rights and obligations of a party ensure to the benefit of and are binding upon the successors and assigns of that party.

8.5 FURTHER ASSURANCES

Each party agrees to execute such further assurances as may be reasonably required from time to time by any other party to more fully effect the true intent of this Agreement.

8.6 STATUTES

Any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time, and to any statutes or any regulations that may be passed which have the effect of supplementing or superseding such statutes or regulations.

8.7 SEVERABILITY

If any provision of this Agreement becomes illegal, invalid or unenforceable, then it will be considered separate and severable from this Agreement and the remaining provisions will remain in force and be binding upon the parties.

8.8 TIME

Time is of the essence of this Agreement.

8.9 HEADINGS


The headings contained herein are for convenience and reference only and are not intended to define, limit, or describe the scope or intent of any provisions of this Agreement.

4.10 EXECUTION AND COUNTERPARTS

This Agreement may be executed by the parties and transmitted electronically and in counterparts and if so executed and transmitted will be for all purposes as effective as if the parties had executed and delivered an original hereof.

The parties have executed this Agreement as of the date first above written.

UNIVERSITY NEIGHBOURHOODS ASSOCIATION

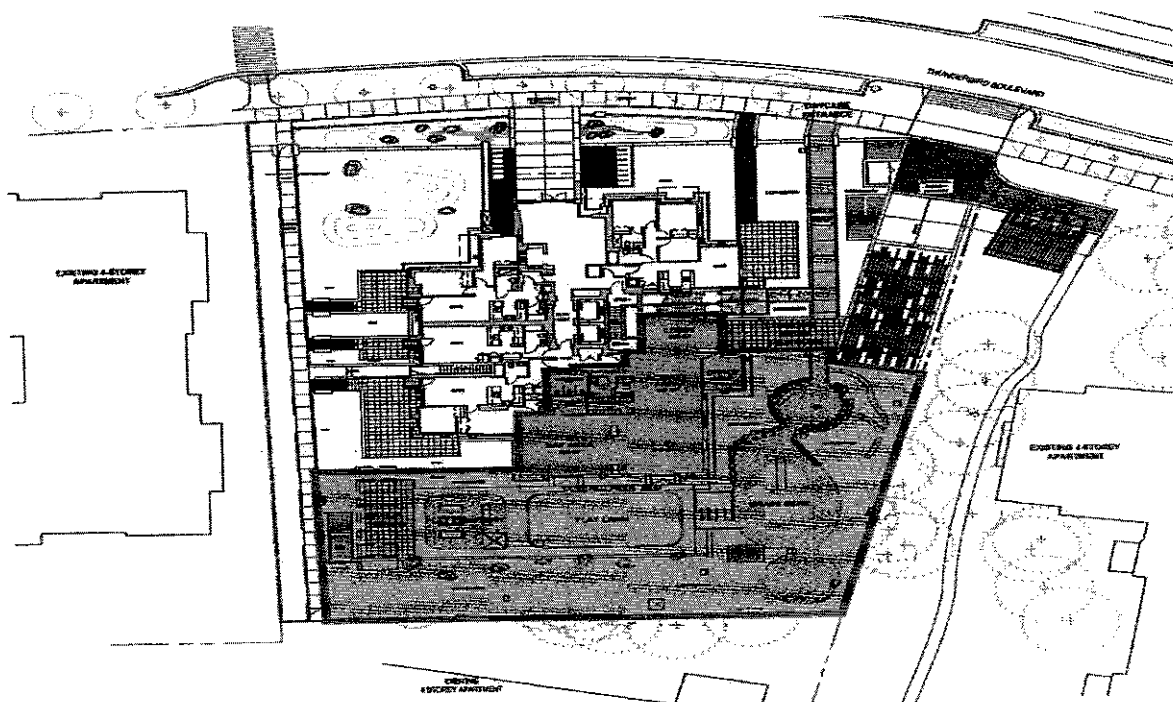
Per: 
Authorized Signatory
JOHANNE BLENKIN, EXECUTIVE DIRECTOR
THE YMCA OF GREATER VANCOUVER

Per: 
Authorized Signatory

SCHEDULE A

Plan of Premises

Suite 108, 5828 Thunderbird Boulevard, Vancouver, British Columbia,
being a portion of the first floor level of the Building as shown outlined on the floor plan
attached as Schedule "A"



SCHEDULE B

Form of Annual Budget

Vista Point YMCA Child Care Centre
Revenue & Expense Budget 2017
25 Space Child Care Facility - Group 3 - 5

Revenue:

Ministry of Children and Family Development
Child Care Operating Funding
Child Care Fees

Total Revenue

\$ -

Expenses:

Salaries
Benefits
Child Care Administration Costs & Supervision, Quality Control & Training
Office Supplies
Program Supplies
Food for Programs
Telecommunications (Telephone/Internet/Fax)
Contract Cleaning
Care of Buildings & Grounds (Minor Repairs)
Program Equipment
Utilities
Employee Travel & Expense
Staff Training
Bank Charges
YMCA Shared Services

Total Expenses

\$ -

Balance at Year End

\$ -

SCHEDULE C

Priority

Enrollment: Priority Groups

When spaces become available the following children will have priority in the order listed below:

1. **First Priority:** children of families who are residents of UNA neighbourhoods but who do not have an affiliation with UBC;
2. **Second Priority:** children of families who are residents of UNA neighbourhoods and who have an affiliation with UBC;
3. **Third Priority:** children of families who are not residents of UNA neighbourhoods but who have an affiliation with UBC; and
4. **Fourth Priority:** all other children.

December *, 2021

Sent by email only to: Duncan.Jillings@gov.bc.ca

Duncan Jillings
Director, Property Tax
Policy and Legislation Division
Ministry of Finance
PO Box 9547 STN PROV GOVT
Victoria, BC V8W 9C5

Rural Property Tax

Dear Mr. Jillings:

On September 22, 2021, I wrote to you on behalf of the UNA Board to provide information regarding the UBC neighbourhoods. This information demonstrated that the neighbourhoods are as municipal-like as the University Endowment Lands (UEL), if not more so.

My letter was in response to a statement you made in our meeting on September 1, 2021, in which you said that UEL residents do not pay the tax imposed by the *Taxation (Rural Area) Act* ("rural property tax") because the province considers the UEL to be analogous to a municipality. We responded that the UBC neighbourhoods are also analogous to a municipality and so should also be excluded from the rural property tax. You replied that you are not familiar with the UBC neighbourhoods. That is why we provided you with information regarding the neighbourhoods.

It has been three months since I wrote to you. I'm writing again to request a response to my September 22 letter. We would like to know what the government intends to do to eliminate the inequitable tax treatment of the UBC neighbourhoods relative to the UEL.

We look forward to receiving a response soon and would like to engage with you further as we seek fair tax treatment of the UBC neighbourhoods.

Sincerely,

Richard Watson
Chair
University Neighbourhoods Association

Copy: David Eby, MLA Vancouver-Point Grey
Rachel Holmes, ADM, Immigration Services and Strategic Planning Division,
Ministry of Municipal Affairs
Michael White, AVP, Campus and Community Planning, UBC
Adriaan de Jager, AVP, Government Relations and Community Engagement, UBC
University Neighbourhoods Association Board
Sundance Topham, Chief Administrative Officer, UNA