



## AGENDA

### A. CALL TO ORDER

### B. APPROVAL OF AGENDA

1. **Motion:** That the Board approve the June 20, 2023 Agenda as circulated.

### C. APPROVAL OF MINUTES

1. **Motion:** That the Board approve the May 16, 2023 Minutes as circulated. 1

### D. DELEGATIONS

None

### E. EXTERNAL REPORTS & PRESENTATIONS

1. Campus and Community Planning Report – Carole Jolly, Director of Community, Planning and Engagement, Campus and Community Planning 5
2. Electoral Area A Overview Presentation and Area A Director, Jen McCutcheon – (Read: [Electoral Area Newsletter](#)) 8

### F. REPORTS

1. Management Report 19
2. UNA Bylaw Amendments – Director Holmes – Report to be provided prior to the Board meeting
3. 2023 Annual General Meeting Planning – Chief Administrative Officer 30

#### **Recommendation:**

- a. THAT the Board confirm that the UNA will hold the 2023 Annual General Meeting on Wednesday, September 27, 2023 commencing at 7:00 pm at the Wesbrook Community Centre.
  - b. THAT the Board approve the 2023 Notice of AGM package and Special Resolution Ballots.
4. Capital Replacement Reserve Withdrawal – Old Barn Community Centre Roof Replacement Project – Operations Manager 55



**Recommendation:**

THAT the Board approve the replacement of the existing Old Barn Community Centre roof cedar shingles with premium asphalt shingles resembling the original cedar roofing design.

THAT the Board request that UBC

- a. withdraw from the Capital Replacement Reserve and pay to the UNA an amount equal to the UNA's expenditures to be incurred (other than GST) for the Old Barn Community Centre Roof Replacement project, which amount is estimated to be approximately at \$165,000.
- b. provide the UNA with written confirmation that the Neighbours Fund may be used to make the payment to the UNA.

THAT the Board approve the withdrawal by UBC of a further amount from the Capital Replacement Reserve equal to 33-1/3% of the amount of GST payable by UBC in respect of the requested payment to the UNA.

- 5. UBC-UNA Charging Station Agreement – Operations Manager 74

**Recommendation:**

THAT the Board approve the attached UBC-UNA Charging Station Agreement and authorize the Board Chair to execute the agreement.

- 6. Finance & Audit Committee Update
  - a. 2023-24 Insurance Renewal Update – Chief Administrative Officer 89

**Recommendation:**

THAT the Board authorize the Chief Administrative Officer to agree on behalf of the UNA to the insurance coverages for the period July 1st, 2023 to June 30th, 2024.

- b. Fiscal 2022/23 Financial Results (Preliminary) – Finance Manager 92
- 7. UNA-YMCA Letter of Intent – Chief Administrative Officer 104

**Recommendation:**

THAT the Board agree to enter into the attached Letter of Intent with the YMCA and authorize the Chair to sign the Letter of Intent on behalf of the UNA.

- 8. UBC Thunderbird Stadium Liquor License Application – Chief Administrative Officer 113
- 9. UNA Sponsorship Policy – Recreation Manager 116



**Recommendation:**

THAT the Board approve the UNA Sponsorship Policy.

10. Neighbours Agreement Committee – Director Holmes – Oral Update

11. Community Engagement Advisory Committee Update

125

a. April 12, 2023 Approved Minutes

**G. UNFINISHED BUSINESS**

None

**H. NEW BUSINESS**

None

**I. ADJOURNMENT**

**Recommendation:**

THAT the Board adjourn into a Closed Session to discuss dealings with other entities or individuals where disclosure of the information being discussed could be harmful to the UNA's interests, and approval of minutes for a closed session or restricted closed session of a Board meeting.



## MINUTES

---

### PRESENT:

Richard Watson - Chair  
Murray McCutcheon  
Fei Liu  
Bill Holmes

Jane Kang  
Ali Mojdehi  
Eagle Glasheim

### UBC OBSERVERS:

Carole Jolly  
Silvia Magnano

### STAFF:

Sundance Topham – Chief Administrative Officer  
Wegland Sit – Operations Manager  
Athena Koon – Finance Manager  
Glenda Ollero – Communications Manager  
Robyn Chan – Sustainability Specialist  
Emmanuel Samoglou - Newspaper Editor & Social Media Specialist  
Marta Mikolajczyk – Administrative Assistant

---

### A. CALL TO ORDER

The University Neighbourhoods Association (UNA) Board meeting was called to order at 5:31 p.m.

The 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 May 16, 2023 Meeting Agenda.

**Seconded** by Director Glasheim.

**Carried.**

### C. APPROVAL OF MINUTES

**Motion** by Chair:

THAT the Board approve the April 18, 2022 Open Session Minutes.

**Seconded** by Director Mojdehi.

**Carried.**



#### D. DELEGATIONS

None

#### E. EXTERNAL REPORTS AND PRESENTATIONS

1. UBC RCMP Update

Sergeant Chuck Lan provided an oral update, followed by questions from the Board.

2. Campus and Community Planning Report

Carole Jolly, Director of Community Development and Engagement at Campus and Community Planning, presented the May 2023 report contained in the agenda package, followed by questions from the Board.

3. Electoral Area A Report

Electoral Area A Director, Jen McCutcheon presented the report contained in the agenda package, followed by questions from the Board.

*Director McCutcheon joined the meeting at 5:52 p.m.*

#### F. REPORTS

1. UNA Recreation and Culture Programming Review

Allan Neilson of Neilson Strategies Inc., and Jennifer Siddon of Siddon Strategic Communications presented the report contained the agenda package, followed by questions from the Board.

The Board thanked the staff as well as the consultants for the report.

2. UNA Landscape Management Plan

Jana Zelenski, Principal, Landscape Architect at LANARC presented the report contained in the agenda package, followed by Board discussion.

**Motion** by Director McCutcheon:

THAT the Board acknowledge the receipt of the UNA Landscape Management Plan and endorse the general direction of the plan.

**Seconded** by Director Glassheim.

**Carried.** (Director Holmes opposed, Director Kang abstained)

*The Board took a recess at 7:14 p.m.*

*The Board reconvened at 7:34 p.m.*

3. Management Report

The Management team summarized their respective reports contained in the agenda package, followed by questions from the Board.



4. UNA Bylaw Amendments to Implement Online Voting

Director Holmes presented the report contained in the agenda package.

**Motion** by Director Holmes:

THAT the Board direct staff to request comments from residents on version 3 of the draft amendments to the UNA Bylaws to implement online voting.

**Seconded** by Director McCutcheon.

**Carried.**

5. Draft Amendments to UNA Bylaws – Updating and Other Minor Amendments

Director Homes presented the report contained in the agenda package.

**Motion** by Director Holmes:

THAT the Board direct staff to request comments from residents on version 1 of the draft amendments to update and make other minor amendments to the UNA Bylaws.

**Seconded** by Director Kang.

**Carried.**

6. UBC Development Permit Board – UBC Resident Member

The CAO presented the report contained in the agenda package.

**Motion** by Chair:

THAT the UNA solicit and short-list Resident Member candidates for consideration of recommendation to the Associate Vice President Campus and Community Planning for appointment to the UBC Development Permit Board

**Seconded** by Director Holmes.

**Carried.**

7. UBC Community Amenity Charges Report

The Chief Administrative Officer presented the report contained in the agenda package. No questions followed.

8. Neighbours' Agreement Committee

Directors Holmes provided a brief oral update followed by a comment from Director Jolly.

**G. UNFINISHED BUSINESS**

None

**H. NEW BUSINESS**

1. UNA Governance Meetings – Scheduling Process Changes



The Administrative Assistant presented the report contained in the agenda package.  
No questions followed.

**I. ADJOURNMENT**

**Motion** by Chair:

THAT the Board adjourn into a Closed Session to discuss dealings with other entities or individuals where disclosure of the information being discussed could be harmful to the UNA's interests, and approval of minutes for a closed session or restricted closed session of a Board meeting, and the appointment of individuals other than Directors to, or removal from, a committee, working group, or other body.

**Seconded by** Director Mojdehi.

**Carried.**

The meeting adjourned at 8:29 p.m.



THE UNIVERSITY OF BRITISH COLUMBIA  
Campus + Community Planning

**Memorandum**

**From:** Simmi Puri, Communications Manager, Campus + Community Planning  
**To:** UNA Board  
**Date:** June 20, 2023  
**Subject:** Monthly Update from Campus and Community Planning

---

Film & Events Notification

June

**Vancouver Half Marathon**

Sunday, June 25<sup>th</sup>, from 7:30am – 11am

Road closures will be in place. Learn more: <https://planning.ubc.ca/event/vancouver-half-marathon>

**Exams**

Monday, June 26<sup>th</sup> to Friday, June 30

July

**Canada Day**

Monday, July 1<sup>st</sup> – In lieu of Canada Day. University closed

**Summer session term 2**

Tuesday, July 4<sup>th</sup> to Friday, August 11<sup>th</sup>

**Chef Challenge at Thunderbird Commons**

Thursday, July 27<sup>th</sup> from 5-7pm.

Canape and beer pairing competition. More info to come and will be posted here: <https://planning.ubc.ca/event/chef-challenge>

## Campus Vision 2050

Broad public engagement with the UBC community, residents and key stakeholders on Campus Vision 2050 (Vision), the amended Land Use Plan (LUP) and draft Housing Action Plan (HAP) has concluded.

The final drafts of the Vision, HAP and LUP will be shared with the Board of Governors in the fall rather than June as previously planned. Referral of the Land Use Plan to a legislatively-required public hearing will also occur in the fall. In advance of this, the draft documents will also be shared with the community, in addition to more information about how to participate in the Land Use Public Hearing.

Engagement with Musqueam continues in alignment with completion of a new Relationship Agreement being developed between Musqueam and UBC. As well, concurrent work is continuing on policies, technical analysis and plans that will support implementation of Campus Vision 2050, the HAP and the LUP. This work includes:

- updates to Neighbourhood Climate Action Plan and Residential Environmental Assessment Program;
- completing an ecological baseline for the campus;
- updating the Transportation Plan;
- creating a Community Amenities Strategy, including updating the Child Care Expansion Plan; and
- preparing for upcoming Campus Plan and neighbourhood planning processes.

## Development Update

### **Wesbrook Place Lot 6 Traffic Management During Construction**

Construction on Lot 6, future home of Wordsworth, at the corner of Wesbrook Mall and Binning Road has begun and is expected to be completed in Fall 2025. The following steps will be taken to ensure minimal impact to the neighborhood:

- Truck traffic will not be permitted on Wesbrook Mall through Wesbrook Village or east of the site on local roads. The majority of truck traffic will be from 16th Avenue to Birney Avenue via Ross Drive and back.
- Material staging and trades parking will occur across the street from the project site with access from Ross Drive.
- Chain link fence with screening will be installed for the duration of construction.
- Flaggers will be on site to manage truck access points.
- The Route 68 UBC Accessibility Shuttle will not be impacted.

Visit the [project page](#) on the C+CP website to learn more.

### **New application: Lot 26**

A Development Permit application was received on May 29 for a 16-storey market residential high rise and 11 three-storey townhomes on a lot bordered by Ross Drive, Birney Avenue and Webber Lane in Wesbrook Place.

- A public open house will be held on Wednesday, June 14, 5:30-7:00pm at the Wesbrook Community Centre (Lounge).
- The public consultation period is between May 30 to June 21
- The Development Permit Board Meeting will be on Wednesday, July 12 at the Wesbrook Community Centre

Learn more: <https://planning.ubc.ca/Lot26>

### **Neighborhood Climate Action Plan**

As the university plans for growth through Campus Vision 2050 and with the increased frequency of intense climate events, there is a renewed and urgent focus on climate action, as outlined in UBC's Climate Emergency Response. UBC has recently launched the planning process for the Neighbourhood Climate Action Plan (NCAP). Guided by the climate mitigation and adaptation strategies outlined in Campus Vision 2050, NCAP will provide the policy directions, targets and actions to put us on an accelerated pathway to net zero emissions while increasing our resilience to the effects of climate change in the university neighborhoods.

Targeted engagement for NCAP is currently underway and full public engagement will begin in the fall. There is an opportunity for the community to get involved early through a workshop on June 26th. Over the summer months, C+CP will be joining a number of neighbourhood events with an information booth as an opportunity for the community to learn more about NCAP and ask questions.

NCAP will be developed with engagement with the University Neighbourhoods Association, the neighbourhood community, and UBC Properties Trust. Learn more: <https://planning.ubc.ca/ncap>

### **Community Update**

#### **Balance, juggle and tumble with your toddler at UBC Tough Toddler June 24!**

Meet other families in the neighbourhood as you spend the day at the Osborne Centre and get active together! Enjoy pop-up circus play from the Vancouver Circus School, in addition to gymnastics, obstacle courses, games and more! Hosted by UTown@UBC and Active Kids. Register here: [utown.ubc.ca/toughtoddler](http://utown.ubc.ca/toughtoddler)

#### **Apply for an Inspiring Community Grant!**

Have a great idea to grow community at UBC? Apply for an Inspiring Community Grant and you could receive up to \$500 to make your project happen. All UNA residents, including youth are eligible for funding. Learn more at [www.utown.ubc.ca/inspiringcommunity](http://www.utown.ubc.ca/inspiringcommunity)



**Director's Report**

Hello UNA/UBC/UEL neighbours,

With the continued lovely weather, I've enjoyed the chance to run into more neighbours around UBC and the UEL. This is also a highly anticipated time of the year for our family as the berries are starting to ripen in the forest. My favourites – thimble berries – aren't quite ripe yet, but we are definitely enjoying the salmon berries and huckle berries.



Jen seeking out salmon berries on a morning walk.

In this month's newsletter, a few examples of some of the issues that you can learn more about are UBC's Stadium liquor license application, air quality monitoring and mapping across the Metro Vancouver region, and our TransLink Mayor's Council's "Access for All" appeal to senior levels of government for increased funding for public transportation.

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](http://www.areaajen.ca) or [areaajen@gmail.com](mailto:areaajen@gmail.com))*

**Resident Input Sought on Thunderbird Stadium's Liquor License Application**

UBC Athletics has applied to the BC Liquor and Cannabis Regulation Branch for an events-driven liquor primary licence at Thunderbird Stadium (6288 Stadium Road).

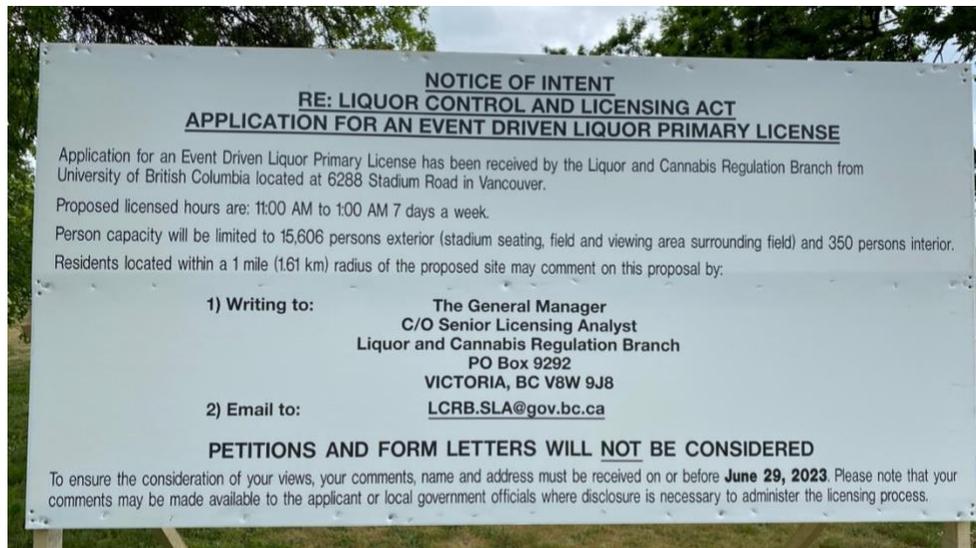
According to the application, the licence will provide liquor service as an added amenity to events such as sporting events, receptions, fundraisers, seasonal parties, corporate meetings, symposia, university receptions, functions, and award ceremonies.

If approved, the licence would allow liquor to be served in the exterior stadium seating area, the field and view area surrounding the field, and in certain interior areas. The total person capacity for all these areas is 15,956 (15,606 exterior and 350 interior). The proposed licence hours are 11am to 1am, 7 days a week.

The BC Liquor and Cannabis Regulation Branch, which decides whether or not to approve the licence, is seeking feedback from residents within a 1-mile radius of the site.



Comments can be e-mailed to [LCRB.SLA@gov.bc.ca](mailto:LCRB.SLA@gov.bc.ca) and should include your name and address. Comments must be received on or before June 29, 2023. Note that petitions and form letters will not be considered.



The current arrangement for alcohol at the stadium means UBC has to apply for a temporary license for each event. This also included developing safety and security plans and sharing those with key stakeholders. These plans include aspects such as access and egress, staffing, a command control centre, medical support, traffic planning, and policing. These plans were reviewed by a Safety and Security Committee that included the RCMP, the Vancouver Fire Department, UBC Campus and Community Planning, the UNA, and UBC Athletics and Recreation. Under

Signs (such as the one shown above) have been posted near UBC's Football Stadium just south of the Hawthorne neighbourhood alerting residents about UBC's application for a more permanent event liquor license

the proposed event driven liquor primary license, a similar safety and security plan would be still be required for each event.

I had a number of questions about the potential impacts of this application on area residents. Carole Jolly from Campus and Community Planning was very helpful in coordinating responses to my questions from a variety of people within UBC, including from the applicant, UBC Athletics and Recreation. You can read my questions and UBC's responses below.

*Question 1: My understanding is that there used to be a Safety and Security Committee that reviewed event applications. Do you know if this committee a) is still active now, and b) if it would still operate under the permanent license? Also, if the committee is not still operational as per the Terms of Reference, is there a neighbourhood representative part of the group that reviews plans for large events?*

This committee has recently restarted back from COVID and has a mandate to ensure safe operations of licensed concerts at Doug Mitchell Sports Arena, which is a licensed facility. This committee has also reviewed events at the Stadium, such as Homecoming, however given the Stadium does not hold outdoor concerts, the committee's primary focus remains on Doug Mitchell Sports Arena.



In addition, any high impact events at the Stadium (which are infrequent in occurrence) are reviewed by Campus and Community Planning’s Outdoor Events Committee. The Outdoor Events Committee includes UNA staff representation.

*Question 2: Under a permanent license, would the community have advance notice about large events with alcohol sales at the Stadium?*

Under a permanent license, there will be no change to the type of events that take place in the stadium, which is predominantly used for UBC Athletics and Recreation sport events. Therefore, the impact to residents will remain the same since the move to a permanent license is purely an administrative change and will not affect the types of events that are hosted at the stadium.

For high impact events that take place across campus, we provide the campus community with a minimum of two weeks’ notice. High impact events are those that result in road closures or take place across multiple areas around campus. Some examples of these events are the BMO Marathon, the AMS block party or UBC Homecoming (which is held at the stadium). For these events, there is a comprehensive distribution list which includes the UNA, student groups and building operations and management. These notices are also posted on both the UNA and C+CP events calendars and shared on the C+CP social channels and in the UNA newsletter.

*Question 3: Is there a feedback mechanism in place or planned for UBC to hear back on whether large events cause traffic or noise (or other) concerns for residents?*

The campus community is welcome to send any questions or concerns to [info.planning@ubc.ca](mailto:info.planning@ubc.ca). This mailbox is monitored regularly and emails are triaged to the appropriate department/unit across campus.

*Question 4: My understanding is that UBC plans to replace the stadium as part of the development of Stadium Road neighbourhood. Would this permanent license carry forward to the new stadium (housed within a residential area)?*

The new stadium development would also require a liquor license for liquor sales at events, and UBC would go through the required provincial process to obtain this.

*Question 5: Given that the stadium is outdoors, I can imagine that the impact of large events involving alcohol could be significantly greater than the impact of indoor events (such as those in the ice rink). How does UBC plan to address this?*

There are no plans to change the type of events run at the stadium, which are predominantly UBC Athletics and Recreation sport events. Residents will see no change in impact to the current operations of the stadium. The permanent license is purely to create operational efficiencies for stadium-related event management but will not result in any changes to what currently happens at events. All events with liquor service are subject to compliance with the regulations and policies of the Liquor Control and Licensing Act. Athletics and Recreation works closely with the RCMP, the fire department, UBC Safety and Risk Services and other key stakeholders such as UBC Parking,



Campus Security and Campus and Community Planning on the delivery and planning of all large events on campus.

For residents within a one mile radius with questions or concerns, I encourage you to reach out to the BC Liquor Control and Licensing Board ([LCRB.SLA@gov.bc.ca](mailto:LCRB.SLA@gov.bc.ca))

**New Rectifier proposed for the NW Corner of University Blvd and Western Parkway in the UEL**



You may have noticed a new sign at the corner of University Blvd. and Western Parkway, advising that TransLink is planning to place a new rectifier, a type of electrical infrastructure to convert AC to DC power for trolley bus operations, in this location (on the Bridal pathway on the NW corner of Western Parkway at University Blvd).

The UBC area has three rectifiers that power TransLink's Trolley Overhead (TOH) system. These are located presently at Parkway, Cleveland, and Blanca and have been operational since 1990. Other rectifiers are located in various parts of Metro Vancouver where trolley buses run. Due to the age of the rectifiers, components are

becoming difficult or impossible to replace due to lack of replacement parts. The failure of these components has the potential to cause lengthy outages of the bus services in the UBC area.

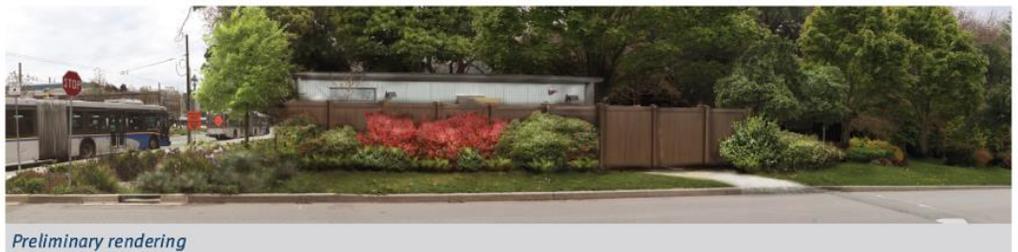
I have heard some concerns from constituents about the proposed location as it is on land designated as park space in the Area D Plan, and will be right in front of the proposed new development on the same (NW) corner of the intersection. If you would like to learn more about this project, or provide feedback, a representative from TransLink will be attending the next UEL Community Advisory Committee (CAC) meeting on Monday June 19<sup>th</sup>.

**Rectifier Project Notification**

Western Parkway at University Blvd  
 Adjacent To Lot 6 Block 83 District Lot 140 Group  
 1 Plan 5449  
 Completion Date: 2025

**Details:**

The application is to construct a rectifier substation building to supply power to TransLink's trolley bus network in the UBC area.  
 This building will replace the existing rectifier station south of University Boulevard on Western Parkway.  
 The site will include landscaping and outdoor furniture.



*Preliminary rendering*

Have questions or comments on this project?  
 Visit [translink.ca/feedback](https://translink.ca/feedback) or call 604.953.3333





# ELECTORAL AREA A Director's Update

From Jen McCutcheon, Director, Electoral Area A

May 2023

## Consultation on UBC's Neighbourhood Climate Action Plan

The Neighborhood Climate Action Plan (NCAP) will put us on an accelerated pathway to net zero emissions while increasing our resilience to the effects of climate change in the university neighborhoods on the Vancouver campus.

This works builds on the **Community Energy and Emissions Plan** (CEEP), which was developed in 2013 and has guided climate action initiatives in residential neighborhoods.

NCAP will provide policy directions, targets and actions in key climate action areas including buildings, transportation, waste and materials, neighbourhood infrastructure, ecology, and climate emergency preparedness, with specific



### Come to a Community Workshop

Do you live in the UBC neighbourhoods and are you passionate about taking climate action? Join the Neighbourhood Climate Action Plan Community Workshop!

When: Monday June 26th, 5:30-7:30PM (Includes dinner and childcare)

Where: Wesbrook Community Centre

**Register online** by June 19th. Space is limited.

considerations to meet the unique conditions and needs of the university neighbourhoods. This means new construction, operations and where possible existing buildings, will need to comply with new guidelines and rules that will lead to less emissions, energy consumption and waste.

UBC will be hosting a community workshop on their NCAP on Monday June 26<sup>th</sup>. See the box on the left of this page for more details and to register.

## TransLink Updates

**Access for Everyone: The new plan for expanding public transit across Metro Vancouver and improving infrastructure for drivers, cyclists and pedestrians.**

At its June 1<sup>st</sup> meeting, the TransLink Mayors' Council discussed a report that showed surging transit ridership over the past year of 20 per cent or more in every part of Metro Vancouver, with overcrowding beginning to approach pre-pandemic levels in many areas. These pressures are most acute in the fast-growing South of the Fraser region where ridership is now 15 per cent above pre-pandemic levels, outstripping recent increases in bus service of 12 per cent.





The new data demonstrates the urgency for TransLink's Access for Everyone plan. Access for Everyone – also known as Transport 2050: Ten-Year Priorities – is the new ten-year plan for expanding public transit and investing in infrastructure to reduce congestion and keep riders, drivers, cyclists and pedestrians moving across Metro Vancouver.

Seeking federal support for the plan, a delegation from the Mayors' Council made a trip to Ottawa in May. The main request of the Mayors' Council is to expedite the delivery of the federal Permanent Transit Fund to 2024 to relieve growing pressures on transit. The delegation met with 22 MPs including the Minister of Intergovernmental Affairs, Infrastructure and Communities, Dominic LeBlanc, CPC Leader Pierre Poilievre and NDP Leader Jagmeet Singh.

You can learn more about the plan by visiting [accessforeveryone.ca](https://accessforeveryone.ca).

A large delegation of Metro Vancouver mayors traveled to Ottawa in May to seek federal support for increased funding for public transportation. *Photo from TransLink's Mayors' Council*

### TransLink launches new podcast

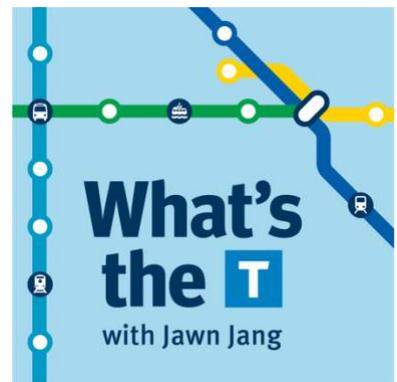
TransLink has launched its first-ever official podcast covering popular transit and transportation topics in the Metro Vancouver region.

Join host Jawn Jang, a former local radio personality, as he brings listeners behind the scenes to uncover the voices and stories of Metro Vancouver's transit system.

The first season consists of ten episodes. The first ones are available now and the rest will be available weekly on Tuesdays until July 18. A new season with fresh topics will follow in the fall.

Subscribe and listen to What's the T on [Apple Podcasts](#), [Spotify](#), [Google Podcasts](#), [Pocket Casts](#), [Amazon Music](#), and across other major podcast platforms.

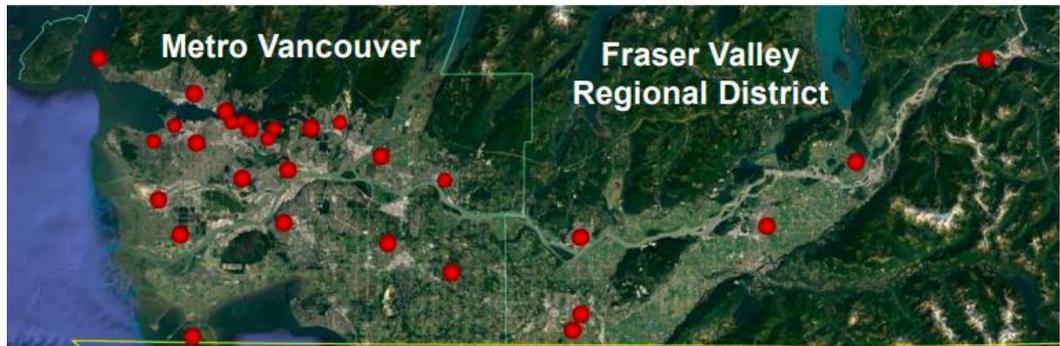
To learn more, please visit [translink.ca/podcast](https://translink.ca/podcast).





**Metro Vancouver's Air Quality Advisory Program**

Metro Vancouver issues air quality advisories to help protect public health during periods of degraded air quality. The air quality advisory program covers the entire Lower Fraser Valley airshed, including Metro Vancouver and parts of the Fraser Valley



Regional District, when air quality is degraded or is expected to become degraded. Metro Vancouver works closely with health authorities, and other partners each year to update messaging and public outreach materials with actions people can take to reduce their exposure to air contaminants. New this year, ongoing air quality status updates will be posted on Metro Vancouver's website to increase awareness of the potential for an air quality advisory or as conditions change during an advisory. Wildfire smoke advisories in six of the last eight summers and elevated ground-level ozone due to extreme heat waves emphasize how climate change is presenting new challenges for air quality management. On May 15, 2023, the region experienced its earliest ground-level ozone advisory since the program began 30 years ago.

Metro Vancouver operates a comprehensive network of air quality monitoring stations in the region. Station readings are available in real time on Metro Vancouver's [website](http://airmap.ca) (airmap.ca) and inform the air quality advisory program.

The contaminants of primary concern for Metro Vancouver's air quality advisory program are:

- **Ground-level ozone (O3):** produced when nitrogen oxides (NOX; emitted when fuels are burned) and volatile organic compounds (VOCs; emitted from solvents, plants, and other sources) react in sunlight on hot summer days.
- **Fine particulate matter (PM2.5):** particles that are less than 2.5 microns in diameter (less than 1/30<sup>th</sup> the thickness of a human hair), allowing them to penetrate deep into the lungs and into the bloodstream.

These particles can be emitted directly (primarily from fuel combustion and wildfires) or formed indirectly, such as when nitrogen oxides or sulphur oxides react with ammonia. These contaminants have the greatest potential to reach levels in the region that may be harmful to human health. Metro Vancouver has established ambient air quality objectives for these contaminants, which indicate acceptable levels for different periods of exposure such as one-hour, eight-hour, 24-hour, and annual.



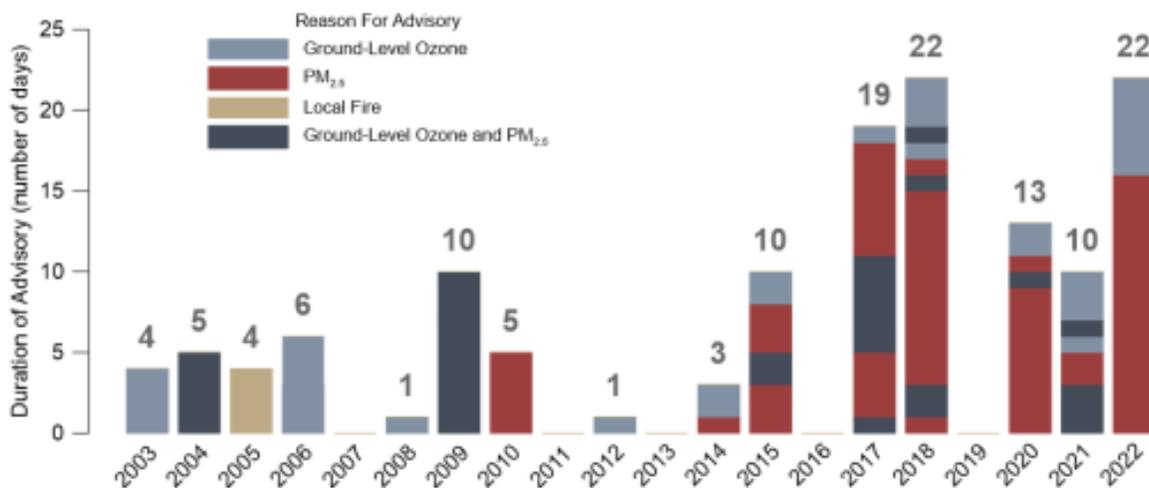
# ELECTORAL AREA A Director's Update

From Jen McCutcheon, Director, Electoral Area A

May 2023

## Air Quality Advisory Trends

In the last twenty years, the number of days on which air quality advisories were in place has ranged from zero to twenty-two days annually. Shown in Figure 1 is the historical trend of the number of days the Lower Fraser Valley was under an advisory. The legend indicates the reason for the advisory being issued.



**Notes:**

- Trigger levels for advisories have changed over the years; care must be taken when interpreting advisory trends.
- The advisory in 2005 was the result of a large fire in Burns Bog Ecological Conservation Area.

<http://www.metrovancover.org/services/air-quality/current-air-quality/airmap/>

## Superhabits – Single Use Item Reduction Campaign



<http://www.metrovancover.org/services/solid-waste/reduction-reuse/single-use-items-reduction/>

Metro Vancouverites dispose of over one billion single-use items per year. Everyday actions, like using reusable shopping bags and mugs, are Superhabits that help prevent waste.



**Climate Literacy Modules Available (free online)**

I'm excited to let you know that Metro Vancouver staff have developed an interesting and informative toolkit to increase climate literacy. Through a series of free, online modules individuals or groups (I could imagine a school science class, for example) can work through the content to their understanding of key concepts in climate action.

The modules explore questions such as:

- How do we consider and combine Indigenous knowledge and western science in climate solutions?
- What do words like 'mitigation', 'adaptation', 'net zero', 'zero-emissions', and other climate action terminology really mean?
- How does protecting nature in turn protect us?
- What are the biggest things we can start to do today?
- What do decisions about land use have to do with climate outcomes?



Content will be revised regularly, and the toolkit is designed to accommodate new action modules in future. I encourage you to check the modules out [here](http://www.metrovancouver.org/services/air-quality/climate-action/climate2050/learn/climate-literacy/): <http://www.metrovancouver.org/services/air-quality/climate-action/climate2050/learn/climate-literacy/>

**Pacific Spirit Regional Park events:**

**June 15: The Secret Life of Trees**

Are trees able to smell? Do trees talk to each other? Come on this guided walk to uncover some of the mysteries and surprising facts about these forest giants. You can find out more, and also register [HERE](#).

**June 24: Forest Bathing**

Step into nature, take a deep breath of fresh forest air and let your body relax. Awaken your senses and experience the Japanese practice of forest bathing in this urban park oasis. For more information and to register, click [HERE](#).



Both events are open to those age 19+. Registration required and sessions cost \$11 per adult, \$5.50 per adult 65+.



# ELECTORAL AREA A Director's Update

From Jen McCutcheon, Director, Electoral Area A

May  
2023

## UBC RCMP 2022 Statistics

UBC RCMP Staff Sergeant Lan provided the following 2022 statistics for crime within the Electoral Area (UBC/UEL).

Stats	2022	2021	Change
<b>Total files:</b>	3166	3473	-9%
- Criminal code files	1289	1195	-7%
- Person Violent Crime	198	190	+4%
- Property Crime	725	768	- 6%
- Other cc offences	272	331	-18%

### Persons Crimes:

- Extortion: highest increase	+ 46%
- Assaults	- 9%

### Property Crimes:

- TheftUnder\$5000                    +51%
- Mischief to property                +17%
- Break and Enter Bike                Residential: -17%      Business: - 57%
- theft                                        -15%
- Theft from Vehicle                    -8%

### Other Criminal Code:

- Cause Disturbance
- Sex Offence                            -22%
- Mental Health                         +13%
- 7%



**Seasonal Climate Outlook for Summer 2023**

Weather predictions suggest our region could experience hot temperatures this summer. Metro Vancouver collects essential data to actively monitor environmental conditions in our water supply areas. This allows us to deliver high-quality drinking water all year long and ensure our system is resilient to climate change impacts. Residents can also do their part by using treated drinking water wisely this summer so we have it for where it's needed most: cooking, cleaning, and drinking.

Additionally, Metro Vancouver's annual seasonal prohibition on the use of indoor wood burning appliances, such as wood stoves and fireplaces, is in effect until September 15. The seasonal prohibition is meant to reduce public exposure to fine particulate matter during the summer.

**Jen's Board and Committee Appointments for 2023**

This past month, I was asked to co-Chair the TransLink Indigenous Relations (IR) Working Group. I am honoured to take on this role within the IR Working Group, and look forward to continuing to help TransLink pursue Reconciliation through actions such as increased transit service to reservations and increased partnership with the various First Nations on whose land we have settled.

This past month, I was also re-elected for another year as the Third Vice President of the Lower Mainland Local Government Association

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
- Chair of the Electoral Area Committee, MVRD
- Climate Action Committee, MVRD
- Mayors' Committee, MVRD
- Flood Resiliency Taskforce, MVRD
- Caucus of Committee Chairs, MVRD
- TransLink Planning & Priorities Committee
- Co-chair of TransLink's Indigenous Relations Working Group
- TransLink Small Communities Committee
- Board Member for Metro Vancouver Zero Emission Innovation Centre (ZEIC)
- ZEIC Governance Committee
- Fraser Valley Regional Library Board of Directors
- Lower Mainland Local Government Association (LMLGA) Third-Vice President
- Municipal Finance Authority of BC Alternate Director

**Links & Connections**

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

[Metro Vancouver](http://www.metrovancouver.org)  
[www.metrovancouver.org](http://www.metrovancouver.org)  
[Mayors' Council on Regional Transportation](http://www.translink.ca)  
[www.translink.ca](http://www.translink.ca)



**Report Date:** June 12, 2023  
**Meeting Date:** June 20, 2023  
**From:** Sundance Topham, Chief Administrative Officer  
**Subject:** June Management Update

---

## **Background**

The June 2023 Management Update is presented for information.

## **Decision Requested**

For information

## **Discussion**

### **CHIEF ADMINISTRATIVE OFFICER**

In late May and early June, a major focus was on starting up the Neighbourhood Climate Action Planning process as well as rolling out the work plan for the upcoming year. Time was all spent supporting several other UNA initiatives, including the Neighbours Agreement Committee and Annual General Meeting (AGM) planning.

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

#### ***Board Relations***

- Attended the UNA-UBC Quarterly Executive meeting with Campus and Community Planning (C+CP) staff.
- Attended the Neighborhood Climate Action Plan overview session with C+CP officials.
- Provided onboarding for Tina Tong, the new AMS Designated Student on the UNA Board.

#### ***Operations***

- Supported the Operations Department with several initiatives, including pre-planning to repair and replace the Wesbrook Community Field as well as the replacement process for the Old Barn Community Centre (OBCC) roof.
- Participated with UNA staff in the Neighbourhood Climate Action Plan (NCAP) working group.
- Attended the Quarterly UNA+UBC+UCB Properties Trust Staff meeting.



- Attended the UBC Development Review Committee meeting for [Lot 26](#).

### ***Finance***

- Assisted Finance with preparations for the late-May Finance Committee meeting.

### ***Risk Management***

- Supported the Operations Manager in ongoing discussions regarding insurance coverage.

### ***Programs and Services***

- Along with the Recreation Manager met with UBC Aquatic Centre officials to provide feedback on preliminary fall aquatic programming.

### ***Human Resources***

- Started the process of hiring for the Administrative Assistant replacement.

### ***Community Relations***

- Participated in a UNA tour of TRIUMF.
- Along with the Recreation Manager and Communications Manager met with Dr. Henry Yu and his team to discuss how the UNA could partner with them on a newcomer's project.

## **COMMUNICATIONS**

### ***The Campus Resident Update***

The Newspaper Editorial Committee (NEC) held their orientation and inaugural meeting on May 26, 2023. This was attended by the NEC committee members, Chair Eagle Glassheim and was organized by the Newspaper Editor and Social Media Specialist, and the Communications Manager. During this meeting, the NEC's roles and responsibilities were discussed, and the committee finalized a publication schedule for *The Campus Resident*, setting its print and digital launch for September 7, 2023. Work on content and volunteer recruitment is ongoing. Its new website is in its final stages of being completed.

### ***Annual General Meeting (AGM) Support***

The Communications Manager worked with the Chief Administrative Officer to create the initial drafts of materials for the upcoming Annual General Meeting in September. Apart from the usual AGM notice/agenda and voting cards, this year's AGM notice includes an information package for the proposed changes to the UNA Bylaws as well as paper ballots for the special resolutions.



### ***Website Additions***

The Communications Team has made some additions to the UNA website including a new UBC Services Levy page and a landing page for the upcoming Spring Art Fair. Work on a new page for resources for newcomers is underway and should be finalized in the coming weeks.

### ***UBC Services Levy Flyers***

Communications worked with the UNA Finance Team and UBC Finance to finalize the format and content of the informational flyer that goes out in July with the UBC Services Levy.

### ***Community Engagement Advisory Committee (CEAC) Support***

The Communications Manager continues to provide support for the Community Engagement Advisory Committee (CEAC) including the work on the committee's social events planning. An event is being planned for August in coordination with Recreation Team in the hopes of expanding/adding to the summer installment of Music in the Park at Jim Taylor Park.

### ***Staff Event***

The Internal Communications Coordinator led the organization of the staff quarterly birthday party.

### ***Other:***

- Promotional support for Fitness programs
- Promotional support for Spring Art Fair
- Support for creating branded materials for UNA Camps
- Support for the Operations Team in creating various signage

## **RECREATION**

Transitioning from spring to summer is a chaotic time in Recreation. Staff are focussed on the evaluation of spring programs, the launch of summer programs and camps, and the planning for fall programming, with the recently completed Recreation and Culture Review serving as a guide. When you add in new procedures on how we conduct our customer service and multiple special events planned throughout the community, its all-hands-on deck cruising into summer.



Staffing Update:

Kirkland Halliday was the successful candidate to the position of Program Coordinator. Kirkland is a graduate of UBC with a master's in business and is a standout in community sport delivery and diversity in sports. We are excited to have Kirkland join our team!

Recreation and Culture Programming Review Update

With the Recreation and Culture Programming Review now complete, it has begun to serve as a guide throughout the department.

Management	Staff: Recruitment, Retention, Training and Recognition
Programming	Multicultural and Scheduling Awareness – Fall 2023
Fitness	Revitalization of the OBCC Fitness Centre, addition class options
Customer Service	Communication Pieces – Signage, Volunteer Board

New Projects

*UNA/UBC Newcomers Project*

Sundance Topham, Glenda Ollero, and Dave Gillis have begun a newcomer's project, liaising with UBC professor of History Henry Yu. Under the guidance of Professor Yu, Graduate Student of Asian Canadian and Asian Migration Studies, Rose Wu will begin to pair information gathered by the Recreation and Culture Review with new information specific to newcomer families with the intent of presenting the UNA with a source curriculum and definition of skill requirements to offer a welcoming resource program to inform and assist in the migration of new commers to the UNA for the foreseeable future.

Hours of Operation

**Wesbrook Community Centre**

Building: Monday – Friday 8:30am – 10:00pm  
 Saturdays & Sundays 8:30am – 9:00pm

Fitness Centre: Monday – Friday 6:00am – 10:00pm  
 Saturdays & Sundays 7:00am – 9:00pm

**Old Barn Community Centre**

Building: Monday – Sunday 7:00am – 9:00pm

Fitness Centre: Monday – Sunday 7:00am – 9:00pm

WCC and OBCC are observing Holiday Hours (10am – 5pm) on the following days:  
 Saturday thru **Monday, July 1-3, 2023** – Canada Day Holiday Weekend.



**Customer Service & Facilities Update – Qiuning Wang, Assistant Manager**

Front Desk Team continues to support the incoming members to the UNA neighbourhoods and the campus.

- 448 new clients were enrolled in our registration system including 254 UNA and 77 UBC/UTown members.
- 125 parking applications were reviewed in May and 112 new paid parking permits were issued. Parking renewal for Hawthorn started on Monday June 5. Front Desk facilitated over 1500 sports drop-ins in May, and provided supports to three birthday parties, community events including Bike Jam, Yard Sale, and Spring Art Fair.

**Facility Management**

Both UHill Secondary School and Wesbrook Community Centre have had an increase in mice activity. Preventative measures have been taken and a continued approach by pest control to reduce the impact on staff and the community is underway.

**Cash Transactions Return to the WCC and OBCC – June 26**

Cash payment will be resumed on June 26 at both Community Centres for all recreation activities and Community Garden renewals and Greet Depot service. Training of all front-line staff will be conducted from June 12 to 23, 2023.

**Programming & Events Update – Josie Chow, Assistant Manager**

**Registration Updates**

Spring/Summer 2023	#s as of June 1, 2023
Programs offered	488 *
Registered participants	2180 *
Waitlist	318 (+24)
Withdrawals	372 (+52)

\* Xplor reports have a bug and correct data cannot be pulled. Numbers are reflective as of Apr 4 data.

Category	Revenue as of June 1, 2023
Physical Activity	\$108,386.14
Family Programs	\$300
Arts	\$60,218.92
Music	\$27,170.55
Education	\$28,420.05
Camps	\$94,278.60
Events	\$1452
<b>TOTAL</b>	<b>\$312,856</b>



Programming-Wide Updates

- Five staff attended the BC Recreation and Parks Association (BCRPA) Symposium on May 3 and 4. It provided the opportunity to connect with other professionals in the field of Recreation and learn about contemporary topics in the industry, such as recreation as “second-line responders”, EDI, and Reconciliation. We are welcoming Jenny Sparrow, Camp Coordinator to our team! Jenny will be overseeing the hiring of four camp leaders for UNA Adventures Camp for the summer.

Program Coordinators Updates

- The UNA’s first annual Spring Art Fair is fast approaching on June 17<sup>th</sup>! This event highlight is the introduction of a stage show showcasing the skills learned through UNA recreation programs. The event will include a 2-part stage show, an art gallery, a snack bar, and a crafts station.

Youth Programs & Community Outreach

**Family Movie Night (May) Soul**  
Attendance: 21 – This is the highest attended FMN in a long time!  
Our next Family movie night June 17 we are showing The Bad Guy

Volunteers

- Registered volunteers in our system 252, four New sign-ups in May
- Four Community Events in April with 15 volunteers, these events were Family movie night, Bike jam, Yard Sale, Fairy Festival
- 38 Program roles – including Birthday party assistants, and weekly programs.

Youth & Seniors Center Mural

- The much-anticipated Youth and Seniors Centre Mural was completed on June 9<sup>th</sup>.
- 17 youth volunteers worked diligently to complete the mural to complete the revitalization of the Seniors/Teens room at WCC.

Community Events

**Community Bike Jam** - Jim Taylor Park and all-around campus

- Attendance: 60
- The first ever UNA Community Bike Jam on May 9. After meeting in Jim Taylor Park to decorate our bikes, about 60 community members of all ages rode around the neighbourhoods together. A bike patrol from UBC Security, along



with 2 youth volunteers and 2 staff, helped direct traffic and keep everyone safe. After about 1 hour of cycling, we made our way back to the Old Barn for a pizza picnic.

**Field Games & Freezies:** We had a field games pop-up event in Jim Taylor Park on May 16. We were giving out freezies, but there was a catch: you had to play a game with someone you didn't know to get a freezie. About 50 community members stopped by, and we saw lots of kids and adults meeting new people.

**Magic Show:** The UBC Magic Club stopped by Jim Taylor Park to do a pop-up magic show on May 31. Face painting and crafts kept people busy before the show started.

Community Engagement

**NRP Spring Fair:** Set up a UNA booth with games and program promotions in the gym. Lots of families stopped by and we had some good conversations with our parents.

**Health and Fitness – Kieran Petty, Fitness Supervisor**

Wesbrook Community Centre - Membership Revenue								
Pass	Youth	Youth Revenue	Resident	Resident Revenue	Non-Resident	Non-Resident Revenue	Total #	Total \$
10 Punch Pass	11	\$419.10	43	\$1,857.18	14	\$799.96	68	\$3,076.24
1 Month Pass	30	\$1,143.00	86	\$4,095.32	25	\$1,428.50	116	\$6,666.82
3 Month Pass	3	\$314.28	33	\$3,771.57	5	\$714.30	41	\$4,800.15
6 Month Pass	0	0	5	\$1,047.60	0	0	5	\$1,047.60
Year Pass	0	0	1	\$1,142.85	0	0	1	\$1,142.85
<b>Total</b>	<b>44</b>	<b>\$1,876.38</b>	<b>168</b>	<b>\$11,914.52</b>	<b>19</b>	<b>\$2,942.76</b>	<b>163</b>	<b>\$16,733.66</b>

Old Barn Community Centre - Membership Revenue								
Pass	Youth	Youth Revenue	Resident	Resident Revenue	Non-Resident	Non-Resident Revenue	Total #	Total \$
10 Punch Pass	1	\$23.81	10	\$285.70	3	\$114.30	14	\$423.81
1 Month Pass	0	0	10	\$285.70	1	\$28.57	10	\$314.27



3 Month Pass	0	0	2	152.38	1	\$142.86	3	\$295.24
6 Month Pass	0	0	0	0	0	0	0	\$0.00
Year Pass	0	0	0	0	1	\$238.10	1	\$238.10
<b>Total</b>	<b>1</b>	<b>\$23.81</b>	<b>22</b>	<b>\$723.78</b>	<b>5</b>	<b>\$523.83</b>	<b>28</b>	<b>\$1,271.42</b>

Combined - Membership Revenue								
Pass	Youth	Youth Revenue	Resident	Resident Revenue	Non-Resident	Non-Resident Revenue	Total #	Total \$
10 Punch Pass	12	\$442.91	53	\$2,142.88	17	\$914.26	82	\$3,500.05
1 Month Pass	30	\$1,143.00	96	\$4,381.02	0	\$1,457.07	126	\$6,981.09
3 Month Pass	3	\$314.28	35	\$3,923.95	6	\$857.16	44	\$5,095.39
6 Month Pass	0	\$0.00	5	\$1,047.60	0	\$0.00	5	\$1,047.60
Year Pass	0	\$0.00	1	\$1,142.85	1	\$238.10	2	\$1,380.95
<b>Total</b>	<b>45</b>	<b>\$1,900.19</b>	<b>190</b>	<b>\$12,638.30</b>	<b>24</b>	<b>\$3,466.59</b>	<b>259</b>	<b>\$18,005.08</b>

**OPERATIONS + SUSTAINABILITY**

***Spring Community Yard Sale***

The annual UNA Community Yard Sale took place on Saturday, May 27 at Wesbrook Community Centre. 38 residents rented tables and over 500 people visited the sale. Due to popular demand, a second yard sale will be held on Saturday, November 18.

***Wesbrook Community Centre - Social Room Audio and Visual Equipment Upgrades***

The Social Room in Wesbrook Community Centre will go through planned Audio and Visual equipment upgrades to enhance UNA’s capacity to stream board meeting online, to provide better IT support for the hybrid online & in person meetings, and improve the general sound management for the in-person board meetings.

The upgrade project is expected to be complete before the end of summer 2023.

***FPIinnovations Backup Generator Rooftop Noise Concerns***

Hawthorn residents living near the FPIinnovations have expressed noise concerns emitted FPIinnovations. The noise concerns are coming from two separate sources: The backup generator and the rooftop exhaust unit.



For the backup generator noise, repairs for the transformer are tentatively scheduled for the first week of July.

For the rooftop unit noise concern, the UNA Operations team has set up an onsite meeting with FPInnovations operations team, the purpose of this meeting is to identify the source of high pitch noise as well as coming up with a plan to resolve the noise issue.

***UNA Roadways and Sidewalks Assessment***

The Operations Team has completed the first meeting with the roadways assessment team, this meeting including the engineering consultants, as well as UBC Campus Planning and Municipal Services representatives. The UNA roadways and sidewalks assessment project is expected to begin later in July.

***Emergency Preparedness - Train the trainer***

The UNA is collaborating with UBC Risk Services to provide community-focused personal emergency preparedness training. The key outcome is leveraging the UNA volunteer pool to identify champions to provide community focused emergency preparedness workshops. The first program development sessions will take place in July, and we will share more information to all UNA strata group when they become available.

***Gray Avenue Temporary Closure and Re-Opening***

Gray Avenue east of Wesbrook Mall is currently closed to vehicle traffic in order to support the construction of underground connections for the Neighbourhood District Energy that services Wesbrook Area.

Corix, who oversees the project, expects Gray Avenue will re-open for vehicle traffic on June 15. The UNA Operations department is working closely with UBC Campus Planning and the Corix team to expedite the re-opening process.

***Wesbrook Place Wordsworth - Lot 6 Traffic Management During Construction***

For Lot 6 traffic management plan and information, please visit UBC Campus Planning [Lot 6 website](#).

***Lot 26 Wesbrook Place – Public Open House***

Polygon Development 233 Ltd. have applied for a Development Permit to construct a 16-storey tower with 207 units and eleven 3-storey city homes. A Public Open was held on Wednesday, June 14, 2023 from 5:30 - 7:00 PM in the Wesbrook Community Centre.

For more update Lot 26 development information, please visit UBC Campus Planning [Lot 26 website](#).



**FINANCE**

***Annual Audit:***

The annual audit started in May and so far, everything is on schedule and the Finance and Audit Committee will be meeting with the auditors from Johnsen Archer LLP at the next scheduled Committee meeting in July. The Auditor will then be invited to meet with the Board at the July Board meeting. At this point, the fourth quarter report for fiscal 2022/23 (before audit adjustments) was submitted to the Finance & Audit Committee for review at the end of May. This report was also submitted in the reports section under Finance and Audit Committee Update for the Board to review.

***Municipal Services Administrative Transition***

We continue to monitor the municipal services transition work and as of the end of May, we had experienced at least one full cycle of regular monthly billing and re-billing for all the municipal services providers. From the accounting side, so far, we have been working well with all the contractors and along with our Operations team, we continue to find ways to fine tune the whole process to make sure the accounting side of things is being done accurately and timely for all parties.

***UBC Capital Reserve Project:***

The Old Barn Community Center (OBCC) roof replacement project will be using the UBC Capital Replacement Reserve to fund the replacement – the first time this fund has been used for a significant capital project - and part of the required planning work is to ensure that the UNA and UBC are on the same page regarding how the financial side of things should work - such as process, timing, and required documentation. Finance staff met with UBC to touch base regarding the best process to utilize, and we will continue to work in collaboration with UBC Finance to make sure the accounting requirements are followed.

**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,

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

Sundance Topham  
Chief Administrative Officer



**Report Date:** June 13, 2023  
**Meeting Date:** June 20, 2023  
**From:** Sundance Topham, Chief Administrative Officer  
**Subject:** 2023 Annual General Meeting Planning

---

### **Background**

The 2023 UNA Annual General Meeting (AGM) needs to be held by September 30, 2023.

This report confirms the timing and location for the AGM and includes copies of the draft Notice of AGM package (which includes the guide to proposed Bylaw changes and proxy form) and Special Resolution ballots for Board review.

### **Decision Requested**

1. THAT the Board confirm that the UNA will hold the 2023 Annual General Meeting on Wednesday, September 27, 2023 commencing at 7:00 pm at the Wesbrook Community Centre.
2. THAT the Board approve the 2023 Notice of AGM package and Special Resolution Ballots.

### **Discussion**

The UNA Bylaws in Section 3.2 state that *“An annual general meeting shall be held in each calendar year not more than six months after the fiscal year end of the Association.”* The fiscal year end for the UNA is March 31, so the 2023 AGM will need to take place by September 30, 2023.

The draft 2023 Notice of AGM (which includes the guide to proposed Bylaw changes and proxy form) and Special Resolution ballots are attached for Board review and approval. The 2023 Notice of AGM includes Special Business – more specifically two separate Special Resolutions pertaining to altering the UNA Bylaws – one to implement online voting, and the second for updates and minor amendments.

The proposed agenda contained within the Notice of AGM is as follows:

- Review of Meeting Procedure
- Motion to Adopt the Agenda
- Motions to Accept the 2022 Annual General Meeting Minutes

- Chair’s Annual Report
  - Question and Answer Period
- Finance and Audit Committee Report
  - Question and Answer Period
- Presentation of UNA Financial Statements
  - Question and Answer Period
  - Motion to Appoint the Auditor
- UBC Presentation on Neighbours Fund
- Chief Administrative Officer Report
  - Question and Answer Period
- Other Business
  - Proposed UNA Bylaw Amendments
    - Special Resolution A - Amendments to implement Electronic Voting
    - Special Resolution B - Updates and Minor Amendments
- Question and Answer Period
- Results of the UNA Bylaw Amendment Voting (if available)
- Motion to Adjourn

Once the 2023 Notice of AGM package and Special Resolution Ballots are approved by the Board, staff will begin preparing the materials – which will be emailed to members in early September.

**2023 AGM Timeline**





\* Includes notice of AGM and proxy forms. Audited Financial Statements, Annual Report, ballots and presentation materials to be distributed at event.

### **Financial Implications**

There is \$15,000 budgeted for the 2023 AGM.

### **Operational Implications**

Holding the AGM will require involvement from all levels of the organization.

### **Strategic Objective**

Moving forward the Annual General Meeting ties in directly with the UNA Strategic Priority of Governance.

### **Attachments**

1. Schedule A – 2023 Notice of AGM Package
2. Schedule B – 2023 AGM Special Resolution Ballots

### **Concurrence**

1. Glenda Ollero, Communications 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

# NOTICE OF 2023 ANNUAL GENERAL MEETING

**NOTE:** This document contains important information. Please have it translated if you do not read or understand English.

**請注意:** 本文件包含重要信息。如不懂英文, 請閱讀翻譯版本。

**請注意:** 本文件包含重要資訊。假如您無法閱讀或理解英文, 請閱讀翻譯版本。

**메모:** 이 문서에는 중요한 내용이 들어 있습니다. 영어를 잘 모르시면 영어를 아는 분에게 번역을 부탁드립니다.

**تذکر:** این سند حاوی اطلاعات مهمی است. اگر زبان انگلیسی نمی‌دانید و متوجه نمی‌شوید, خواهشمند است بخواهید آن را برای‌تان ترجمه کنند

Please be advised that the **2023 Annual General Meeting (AGM)** of the University Neighbourhoods Association (UNA) will be held on **Wednesday, September 27, 2023, 7 p.m.** at the **Wesbrook Community Centre, 3335 Webber Lane**. This notice and agenda can also be found on the UNA website at [myuna.ca/agm](http://myuna.ca/agm).

## AGENDA

Richard Watson, Chair

The following business will be conducted at the **2023 Annual General Meeting**:

### A. Introduction

1. Review of Meeting Procedure
2. Motion to Adopt the Agenda
3. Motion to Accept the 2022 Annual General Meeting Minutes

### B. Reports

1. Chair's Annual Report
  - a. Question and Answer Period
2. Finance and Audit Committee Report
  - a. Question and Answer Period
3. Presentation of UNA Financial Statements
  - a. Question and Answer Period
  - b. Motion to Appoint The Auditor
4. UBC Presentation on Neighbours' Fund
  - a. Question and Answer Period
5. Chief Administrative Officer's report
  - a. Question and answer period

### C. Other Business

#### 1. Proposed UNA Bylaw Amendments

- a. Special Resolution A: Amendments to implement Electronic Voting

*BE IT RESOLVED, as a special resolution by a majority of not less than two thirds of the members who vote at the Annual General Meeting of members of the Association, that the Bylaws of the Association be altered to implement online voting as per the amendments included in the notice of the Annual General Meeting.*

- b. Special Resolution B: Updates and Minor Amendments

*BE IT RESOLVED, as a special resolution by a majority of not less than two thirds of the members who vote at the Annual General Meeting of members of the Association, that the Bylaws of the Association be altered with the updates and minor amendments included in the notice of the Annual General Meeting.*

### D. Question and Answer Period

### E. Results of the UNA Bylaw Amendment Voting (if available)

### F. Motion to Adjourn

## TABLE OF CONTENTS

Notice of Annual General Meeting .....	1
How to Vote at the AGM .....	2
A Guide to the Proposed Amendments to the UNA Bylaws .....	2
A1: Proposed Amendments to UNA Bylaws to Implement Online Voting .....	4
A2: Marked-up Version: Proposed Amendments to UNA Bylaws to Implement Online Voting .....	8
B1: Proposed Minor Amendments to the UNA Bylaws .....	12
B2: Marked-up Version: Proposed Minor Amendments to the UNA Bylaws .....	15
Proxy Form .....	20

Receive news and updates about UNA governance, community consultations, events, recreation programs, service updates and discounts by subscribing to the UNA weekly newsletter. Sign up at [myuna.ca/subscribe](http://myuna.ca/subscribe).

## HOW TO VOTE AT THE AGM

UNA Members may choose to vote on motions and special resolutions **IN-PERSON** or **BY PROXY**.

### **IN-PERSON**

Upon registration at the venue, UNA Members will receive their voting cards (for motions) and paper ballots (for special resolutions). Please arrive early to ensure that you have your materials before the the Chair calls the meeting to order. Please note that voting cards and ballots will not be reissued if lost. A valid ID is required at registration.

### **BY PROXY**

If you are unable to attend the AGM, you may consider appointing another UNA member as a proxyholder on your behalf by completing the enclosed **2023 AGM Proxy Form**.

A UNA Member who is not a director can be a proxyholder for at most five other Members.

Proxyholders will receive their voting materials during registration. Please arrive early to ensure that you have your materials before the the Chair calls the meeting to order. Please note that voting cards and ballots will not be reissued if lost. A valid ID is required at registration.

## A GUIDE TO THE PROPOSED AMENDMENTS TO THE UNA BYLAWS

### SPECIAL RESOLUTION A: Amendments to UNA Bylaws to Implement Online Voting

*BE IT RESOLVED, as a special resolution by a majority of not less than two thirds of the members who vote at the Annual General Meeting of members of the Association, that the Bylaws of the Association be altered to implement online voting as per the amendments included in the notice of the Annual General Meeting.*

Earlier this year, the UNA consulted with the community regarding the possibility of amending the UNA Bylaws to move from paper ballots to electronic voting for the 2024 and subsequent UNA Director Elections.

The feedback received indicated that there is significant support for the proposed change. (You can learn more about that process and the results by visiting [myuna.ca/electronic-voting](https://myuna.ca/electronic-voting).)

In order to proceed with the change in the elections process, the UNA Bylaws need to be amended.

The proposed changes are outlined in the following documents:

**A1. Proposed Amendments to UNA Bylaws to Implement Online Voting** (see: page 4)

**A2. Marked-up Version: Proposed Amendments to UNA Bylaws to Implement Online Voting** (see: page 8)

Attachment A1 is the subject of the voting process while attachment A2 (the marked-up version) is for information only and its purpose is to show the changes proposed to be made to the current bylaws.

The following are a few comments on the proposed amendments to the UNA Bylaws to implement electronic voting:

- Apart from the switch to online voting from voting by paper ballot, the amendments do not make any major changes to the election procedure in the Bylaws.
- The requirement in current Bylaw 5.2 that notice of an election be published in a “community, local or other newspaper” is revised to recognize that a newspaper may not exist, or its publication schedule may not coordinate well with the timeline for the receipt of

- nominations (see proposed Bylaw 5.5).
- Current Bylaw 5.7 could be interpreted to require that election material be mailed to members. The proposed replacement, Bylaw 5.10, provides that the material can be mailed or emailed.
- Proposed Bylaw 5.15 makes the Chief Administrative Officer responsible for the conduct of an election, except to the extent that the Board has appointed another person to be responsible.

during meetings since 2020.

- Bylaws 7.1 to 7.10 were updated (except that Bylaw 7.9 is replaced by a new Bylaw 7.11) to do the following:
  - Delete notice provisions that can be left to the Board Rules of Procedure.
  - Explicitly permit Board meetings to be held fully or partially electronically and make consequential changes.
  - Organize the provisions in a more logical order.
  - Remove the chair of a meeting's right to cast a second vote in the event of a tie.
  - Require a Board meeting to be convened at the request of any two directors (in place of the current bylaw, which provides that a director can convene a meeting with the consent of the Chair). While the Board Rules of Procedure already provide for this, the inclusion of the provision in the bylaws will strengthen it.
- Bylaws relating to the positions of Secretary and Treasurer have been updated or deleted as they have been found superfluous. The roles assigned by the bylaws are carried out by UNA Staff.

## SPECIAL RESOLUTION B: Updates and Other Minor Amendments

*BE IT RESOLVED, as a special resolution by a majority of not less than two thirds of the members who vote at the Annual General Meeting of members of the Association, that the Bylaws of the Association be altered with the updates and minor amendments included in the notice of the Annual General Meeting.*

As a matter of good practice, the UNA has reviewed the UNA Bylaws in advance of the AGM. As a result of the review the UNA is proposing some minor changes to the bylaws.

The proposed changes are outlined in the following documents:

**B1. Proposed Minor Amendments to the UNA Bylaws**  
(see: page 12)

**B2. Marked-up Version: Proposed Minor Amendments to the UNA Bylaws** (see: page 15)

Attachment B1 is the subject of the voting process while attachment B2 (the marked-up version) is for information only and its purpose is to show the changes proposed to be made to the current bylaws.

The following summarizes some highlights on the proposed minor amendments to the UNA Bylaws:

- Some definitions and wordings were updated and some that were superfluous were deleted. Bylaws that were affected by the changes in definitions/wordings were replaced for clarity and continuity.
- Some bylaws were updated to reflect current practices.
- Bylaws 6.2 and 6.3 were updated to reflect changes that were passed by the UNA Board of Directors

SPACE RESERVED FOR  
ADDITIONAL EDITS

**1. Bylaws 5.1 to 5.16 of the Bylaws of the University Neighbourhoods Association are replaced by the following:**

**5.1** An election of directors must be held in 2024 and in every third calendar year thereafter.

**5.2** Voting in an election is to take place online, using a secure online voting system approved by the Board.

**5.3** For a year in which an election is required, the Board shall:

- (a) set the deadline by which nominations are to be received by the Association, which deadline must be at least 15 days before the date set by the Board under Bylaw 5.3(b);
- (b) set the deadline by which the Association must, if Bylaw 5.10 applies, mail or email to members the information required by that Bylaw; and
- (c) set the voting period, which is to
  - (i) commence after the Association's annual general meeting for the year,
  - (ii) end before December, and
  - (iii) be a period of at least 21 days after the date set by the Board under Bylaw 5.3(b).

**5.4** Throughout a period of at least 14 days ending on the day set by the Board under Bylaw 5.3(a), the Association shall display on the Association website a notice of the election that includes a call for nominations and the deadlines and voting period set by the Board under Bylaw 5.3.

**5.5** At least 14 days before the day set by the Board under Bylaw 5.3(a), the Association shall notify Resident Members of the election, which notification may be given by mail or email. In addition, if a community newspaper exists and an issue of the paper will be published in the 14-day period ending on the day set by the Board under Bylaw 5.3(a), the Association shall, if possible, have the election notice published in the paper.

**5.6** Only Resident Members may be elected as directors. A Resident Member seeking to be elected as a director must be nominated by no fewer than 5 other Resident Members. Nominations must be in writing and delivered to the Association's business office by the deadline for nominations set by the Board under Bylaw 5.3(a).

**5.7** The nomination of a member who is prohibited by Bylaw 6.17 from serving an additional term is invalid.

**5.8** If, at any time after the close of nominations, the number of nominees (excluding persons who have ceased to be nominees) is equal to or less than the number of directors to be elected, the nominees are acclaimed as directors and the election ends.

**5.9** If Bylaw 5.8 does not apply and any nominee is a Director seeking to serve an additional term as permitted by Bylaw 6.18,

- (a) nominees, other than nominees who are such Directors, are acclaimed as directors, and
- (b) the election shall be limited to filling the remaining positions from among the Directors seeking to serve an additional term as permitted by Bylaw 6.18.

**5.10** For each election – other than an election for which it can be determined in sufficient time that Bylaw 5.8 applies – the Association must either mail or email, by the day set by the Board under Bylaw 5.3(b), to every person who is a member at least 7 Business Days before that day:

- (a) the name of each nominee who has not been acclaimed as a director;
- (b) a statement provided by each such nominee not exceeding 200 words; and
- (c) instructions for online voting, including the voting period set by the Board under Bylaw 5.3(c), and a password, personal identification number, or other authentication code to enable the person to vote.

**5.11** The persons eligible to vote in an election are those persons who are members 2 Business Days before the last day of the voting period set by the Board under Bylaw 5.3(c).

**5.12** Unless Bylaw 5.8 applies with respect to an election, when a person becomes a member in the period that

- (a) begins immediately after the day that is 7 Business Days before the day set by the Board under Bylaw 5.3(b), and
- (b) ends at the end of the second Business Day before the last day of the voting period set by the Board under Bylaw 5.3(c),

the Association shall give or email to the person the materials referred to in Bylaw 5.10.

**5.13** The Association shall provide at least 3 kiosks at which members can vote online during an election. The kiosks must be available on 3 or more days during the voting period set by the Board under Bylaw 5.3(c), including the last day of that period.

**5.14** The Board shall establish the rules and procedures for an election that are not provided under these Bylaws.

**5.15** The Association's senior manager is responsible for those aspects of the conduct of an election for which the Board has not appointed another person to be responsible.

**5.16** The nominees who are elected as directors are those who receive the larger number of votes until all positions are filled.

**5.17** If 2 or more nominees receive the same number of votes and, as a result, their election together with the election of nominees who receive a larger number of votes would result in more elected nominees than positions to be filled, the nominee or nominees to be elected from among the nominees who receive the same number of votes shall be determined by lot using a method analogous to that described in sections 151(a) to (c) of the Local Government Act (as it read on September 1, 2023), administered by the person responsible for the conduct of the election.

**5.18** If the method in Bylaws 5.16 and 5.17 for determining the elected nominees would or may, before the application of this Bylaw, result in more than 3 Directors who reside in a particular Local Area or Designated Building, the following provisions apply:

- (a) each nominee whose election would result in more than 3 Directors who reside in that Local Area or Designated Building is deemed to have received fewer votes than nominees who do not reside in that Local Area or Designated Building;
- (b) in applying (a), nominees shall be assumed to be elected one after the other, in accordance with the number of votes received (starting with the nominee who received the most votes); and
- (c) if the number of nominees, other than nominees to whom (a) applies, is less than the number of positions to be filled, the remaining positions shall be filled by applying Bylaws 5.16 and 5.17 with respect to the nominees to whom (a) applies.

**5.19** For the purposes of Bylaw 5.18(a), if

- (a) 2 or more nominees who reside in the Local Area or Designated Building receive the same number of votes,
- (b) the election of all those nominees would result in more than 3 Directors who reside in the Local Area or Designated Building, and
- (c) the election of fewer than all those nominees would not have this consequence,

the nominees to whom Bylaw 5.18(a) applies shall be determined by lot using a method analogous to that described in sections 151(a) to (c) of the Local Government Act (as it read on September 1, 2023), administered by the person responsible for the conduct of the election.

**5.20** Notwithstanding anything to the contrary, if an election cannot take place in accordance with these Bylaws due to circumstances beyond the control of the Association, the Board may make alternative arrangements for the election, with such arrangements to comply as closely as possible to the requirements for elections under these Bylaws.

**2. Bylaws 6.6 and 6.7 are replaced by the following:**

**6.6** A person elected as a director holds office for a term that

- (a) commences at the start of the first Board meeting after the last day of the voting period set by the Board under Bylaw 5.3(c) for the election, and
- (b) ends at the start of the first Board meeting after the last day of the voting period set by the Board under Bylaw 5.3(c) for the next election of directors.

**6.7** The Board may, from time to time, appoint a Resident Member as a Director to fill a vacancy. The term of office of a Resident Member so appointed commences on the day specified by the Board and ends at the start of the first Board meeting after the last day of the voting period set by the Board under Bylaw 5.3(c) for the next election of directors.

**1. Bylaws 5.1 to 5.16 of the Bylaws of the University Neighbourhoods Association are replaced by the following:**

**5.1** An election of directors ~~must~~ shall be held in 202~~4~~ and in every third calendar year thereafter.

**5.2** Voting in an election is to take place online, using a secure online voting system approved by the Board.

**5.25.3** For a year in which an election is required, the Board shall:

~~(a) at least 14 days before the date set by the Board under Bylaw 5.2(b), publish an advance notice of the election in a community, local or other newspaper, and on the Association website, which notice shall include a call for nominations and the deadlines set by the Board under this Bylaw 5.2;~~

~~(ab) set the deadline by which nominations are to~~ must be received by the Association, which ~~deadline must~~ shall be at least 15 days before the date set by the Board under Bylaw 5.3(b)2(e);

~~(be) set the deadline by which the Association must, if Bylaw 5.10 applies, mail or email~~ send ballots to members the information required by that Bylaw; and

~~(cd) set the voting period, which is to~~ deadline by which completed ballots must be received by the Association, which ~~deadline shall be~~

(i) commence after the Association's annual general meeting for the year,

(ii) end before December, and

(iii) be a period of at least 21 days after the date set by the Board under Bylaw 5.3(b)2(e).

**5.4** Throughout a period of at least 14 days ending on the day set by the Board under Bylaw 5.3(a), the Association shall display on the Association website a notice of the election that includes a call for nominations and the deadlines and voting period set by the Board under Bylaw 5.3.

**5.5** At least 14 days before the day set by the Board under Bylaw 5.3(a), the Association shall notify Resident Members of the election, which notification may be given by mail or email. In addition, if a community newspaper exists and an issue of the paper will be published in the 14-day period ending on the day set by the Board under Bylaw 5.3(a), the Association shall, if possible, have the election notice published in the paper.

**5.63** Only Resident Members may be elected as directors. A Resident Member seeking to be elected as a director must be nominated by no fewer than 5 other Resident Members. Nominations must be in writing and delivered to the Association's business office by the deadline for nominations set by the Board under Bylaw 5.3(a)2(b).

**5.74** The nomination of a member who is prohibited by Bylaw 6.17 from serving an additional term is invalid.

**5.85** If, at any time after the close of nominations, ~~and on or before the date set by the Board under Bylaw 5.2(d)~~, the number of nominees (excluding persons who have ceased to be nominees) is equal to or less than the number of directors to be elected, the nominees are acclaimed as ~~D~~directors and the election ends.

**5.96** If Bylaw 5.85 does not apply and any nominee is a Director seeking to serve an additional term as permitted by Bylaw 6.18,

(a) ~~nominees, other than nominees who are such Directors, are acclaimed as directors, and~~

(b) ~~the~~an election shall be limited to filling the remaining positions from among ~~shall be held in which the only candidates are~~ the Directors seeking to serve an additional term as permitted by Bylaw 6.18.

**5.107** For each election – other than an election for which it can be determined in sufficient time that Bylaw 5.85 applies – the Association must either mail or send email, by the ~~date~~ day set by the Board under Bylaw 5.3(b)2(e), to every person who is a member at least 7 Business Days before that ~~date~~ day:

(a) the name of each nominee who has not been acclaimed as ~~a D~~director;

(b) a statement provided by ~~each such~~the nominee not exceeding 200 words; and

~~(c) a ballot; and~~

~~(d)~~ instructions for online voting, ~~the completion and return of the ballot~~, including the voting period ~~date~~ set by the Board under Bylaw 5.3(c)2(d), and a password, personal identification number, or other authentication code to enable the person to vote.

~~5.8 Each member eligible to vote in an election is entitled to complete and return one ballot in accordance with the instructions provided by the Association.~~

~~5.9 Ballots shall be secure, secret, and in a form that the Board approves.~~

**5.1140** The persons eligible to vote in an election are those persons who are members 2 Business Days ~~prior to~~before the last day of the voting period ~~date~~ set by the Board under Bylaw 5.3(c)2(d).

**5.12** Unless Bylaw 5.8 applies with respect to an election, when Any a person becomesing a member in the period that

(a) beginning immediately after the day that is 7 Business Days before the ~~date~~ day set by the Board under Bylaw 5.3(b)2(e), and

- (b) ending at the end of the second Business Day before the last day of the voting period~~date~~ set by the Board under Bylaw 5.3(c)~~2(d)~~.

~~the Association shall give or email to the person the materials referred to in Bylaw 5.10 shall be provided with the materials referred to in Bylaw 5.7 at the time of becoming a member, unless it has been determined that Bylaw 5.5 applies with respect to the election.~~

5.13 The Association shall provide at least 3 kiosks at which members can vote online during an election. The kiosks must be available on 3 or more days during the voting period set by the Board under Bylaw 5.3(c), including the last day of that period.

5.1441 The Board shall establish all the rules and procedures for ~~the conduct of~~ an election that are not provided under these Bylaws.

5.15 The Association's senior manager is responsible for those aspects of the conduct of an election for which the Board has not appointed another person to be responsible.

5.1642 The nominees who are elected as Directors are those who receive the larger number of votes until all positions are filled.

5.1743 If 2 or more nominees receive the same number of votes and, as a result, their election together with the election of nominees who receive a larger number of votes would result in more elected nominees than positions to be filled, the nominee or nominees to be elected from among the nominees who receive the same number of votes shall be determined by lot using a the method analogous to that described in sections 151(a) to (c) of the Local Government Act (as it read on September 1, 2023 at the time of adoption of these Bylaws), administered by the person responsible for the conduct of the election.

5.1844 If the method in Bylaws 5.1642 and 5.1743 for determining the elected nominees would or may, before the application of this Bylaw, result in more than 3 Directors who reside in a particular Local Area or Designated Building, the following provisions apply:

- (a) each nominee whose election would result in more than 3 Directors who reside in that Local Area or Designated Building is deemed to have received fewer votes than nominees who do not reside in that Local Area or Designated Building;
- (b) in applying (a), nominees shall be assumed to be elected one after the other, in accordance with the number of votes received (starting with the nominee who received the most votes); and
- (c) if the number of nominees, other than nominees ~~with respect to whom~~ (a) applies, is less than the number of positions to be filled, the remaining positions shall be filled by applying Bylaws 5.1642 and 5.1743 with respect to the nominees to whom (a) applies remaining nominees.

5.1945 For the purposes of Bylaw 5.4418(a), if

- (a) 2 or more nominees who reside in the ~~particular~~ Local Area or Designated Building receive the same number of votes,

- (b) the election of all those nominees would result in more than 3 Directors who reside in the ~~particular~~ Local Area or Designated Building, and
- (c) the election of ~~some but not fewer than~~ all ~~of~~ those nominees would not have this consequence,

the nominees ~~with respect~~ to whom Bylaw 5.1418(a) applies shall be determined by lot using ~~the~~ method ~~analogous to that~~ described in sections 151(a) to (c) of the Local Government Act (as it read ~~on September 1, 2023 at the time of adoption of these Bylaws~~), administered by the person responsible for the conduct of the election.

**5.2046** Notwithstanding anything to the contrary, ~~in the event that if~~ an election cannot take place in accordance with these Bylaws due to circumstances beyond the control of the Association, the Board may make alternative arrangements for the election, with such arrangements to comply as closely as possible to the requirements for elections under these Bylaws.

## 2. Bylaws 6.6 and 6.7 are replaced by the following:

- 6.6** A person elected as a ~~D~~irector holds office for a term that
- (a) commences at the start of the first Board meeting after the ~~date~~last day of the voting period set by the Board under Bylaw 5.~~3(c)2(d)~~
  - (b) ends at the start of the first Board meeting after the ~~date~~last day of the voting period set by the Board under Bylaw 5.~~3(c)2(d)~~ for the next election of directors.
- 6.7** The Board may, from time to time, appoint a Resident Member as a Director to fill a vacancy. The term of office of a Resident Member so appointed commences on the day specified by the Board and ends at the start of the first Board meeting after the ~~date~~last day of the voting period set by the Board under Bylaw 5.~~3(c)2(d)~~ for the next election of directors.

The following amendments are made to the Bylaws of the University Neighbourhoods Association:

1. The definition of “Faculty and Staff Housing” in Bylaw 1.1 is deleted.
2. The definition of “Land Use Plan” in Bylaw 1.1 is replaced by the following:

Land Use Plan means the land use plan for the UBC Point Grey campus, deemed adopted by section 37(1) of the *Municipalities Enabling and Validating Act (No. 3)*, SBC 2001, c 44, as amended or replaced from time to time.
3. The definition of “Local Areas” in Bylaw 1.1 is replaced by the following definition of “Local Area”:

Local Area means an area designated on a land use map in the Land Use Plan as a neighbourhood, neighbourhood housing area, or area similarly described.
4. The definition of “Student Housing” in Bylaw 1.1 is replaced by the following:

Student Housing means a primarily residential building that contains housing purpose-built for students of UBC or UBC’s affiliated theological colleges, including students visiting from other educational institutions.
5. The definition of “Treasurer” in Bylaw 1.1 is deleted.
6. Bylaw 2.2 is replaced by the following:
  - 2.2. To be eligible to be a member, a person must
    - (a) be at least 18 years of age, and
    - (b) except for persons who are members pursuant to Bylaw 2.1(b), reside in a Local Area (other than in Student Housing) or in a Designated Building.
7. Bylaw 4.14 is replaced by the following:

4.14 Voting on ordinary resolutions at a general meeting shall be by show of hands. Voting on special resolutions at a general meeting shall be by ballot provided that at any meeting the members may agree by ordinary resolution to vote by a show of hands on a special resolution. Every ballot cast upon a poll and every proxy appointing a proxyholder who casts a ballot upon a poll shall be retained by the Association for a period of 3 months after the general meeting and shall be subject to inspection by a member at the business office of the Association during normal business hours.

**8. Bylaws 6.2 and 6.3 are replaced by the following:**

6.2 The number of directors is 7.

6.3 [Deleted]

**9. Bylaw 6.12 is replaced by the following:**

6.12 The annual amount of the stipend for 2023 is \$6,944 for service as a director other than the Chair and \$10,416 for service as the Chair. The annual amount of the stipend for each subsequent year shall be determined by multiplying the annual amount of the stipend for the preceding year by the ratio of the Consumer Price Index for that preceding year to the Consumer Price Index for the year that is two years preceding. For this purpose, the Consumer Price Index for a year is the annual average all-items Consumer Price Index for the year for British Columbia, not seasonally adjusted, as determined by Statistics Canada.

**10. Bylaws 7.1 to 7.10 are replaced by the following:**

7.1 The Board must meet at least 6 times in each calendar year.

7.2 A Board meeting may be an electronic meeting (as defined in the Societies Act).

7.3 The Chair is to determine the dates and times of regular Board meetings, and the location of the meetings at which Directors must or may participate in person.

7.4 At the request of two or more Directors, the senior manager (or delegate) must convene a Board meeting.

7.5 The quorum for a Board meeting is a majority of the Directors at the time of the meeting.

7.6 Except as otherwise provided in this Bylaw, the Chair is to chair a Board meeting. If the Chair is not present (in person or electronically) within 30 minutes after the time for the start of the meeting, if the Chair has given notice that he or she will not attend the meeting, or if there is no Chair, the Directors present shall choose a Director to chair the meeting. If the Directors elect a Chair at a Board meeting, the Chair shall thereupon commence to chair the meeting.

7.7 The chair of a Board meeting may make or second a motion.

7.8 Except as otherwise provided in rules of procedure adopted by the Board, a motion is carried only if a majority of the votes cast are in favour of the motion. In the case of an equality of votes, the chair does not have a second vote.

7.9 The Board may establish rules of procedure for Board meetings. A rule that is inconsistent with these Bylaws is ineffective to the extent of the inconsistency.

7.10 If a Board meeting includes an open session, residents of the Local Areas and Designated Buildings must be permitted to attend the session.

**11. Bylaw 7.11 is renumbered as 7.12 and the following Bylaw 7.11 is added:**

**7.11** The Directors may adopt a motion without meeting by consenting in writing to the motion unanimously (excluding abstentions). For greater certainty, writing includes email.

**12. The heading to Bylaws 8.1 to 8.8 is replaced by “UBC MEMBERS”.**

**13. The portion of Bylaw 8.2 before paragraph (a) thereof is replaced by the following:**

**8.2** The Board may, by resolution, exclude the UBC Members from attending the portion of a closed or restricted closed session of a Board meeting that involves consideration of a matter for which it can reasonably be concluded that UBC may be adverse in interest to the Association, but only if the UBC Members are

**14. Bylaw 9.1 is replaced by the following:**

**9.1** The officers of the Association consist of a Chair and a Secretary. An officer holds his or her office until the earlier of the election of a successor or the time at which the officer ceases to be a Director.

**15. Bylaws 9.3 and 9.4 are deleted.**

**16. The following Bylaw 9.3 is added:**

**9.3** The Board may, from time to time, appoint a Director to act in place of the Chair while the Chair is absent or otherwise unable to perform his or her functions.

**17. Bylaws 17.1 to 17.6 and the heading to them are deleted.**

The following amendments are made to the Bylaws of the University Neighbourhoods Association:

1. The definition of “Faculty and Staff Housing” in Bylaw 1.1 is deleted.

The term “Faculty and Staff Housing” is unnecessary. See the comments on the definition of the new term “Local Area”.

2. The definition of “Land Use Plan” in Bylaw 1.1 is replaced by the following:

Land Use Plan means the land use plan for the UBC Point Grey campus, ~~of UBC~~ deemed adopted by section 37(1) of the Minister of Community and Rural Development in accordance with the Municipalities Enabling and Validating Act (No. 3), Part 10–2010, SBC 2001, c 44, as amended or replaced from time to time.

The addition of “or replaced” extends the definition to include replacement plans. This amendment is necessary because UBC is proposing to replace its current Land Use Plan with a new land use plan. The other amendments are non-substantive; they provide a more precise reference to the relevant legislation.

3. The definition of “Local Areas” in Bylaw 1.1 is replaced by the following definition of “Local Area”:

Local Area means an area designated on a land use map in the Land Use Plan as a neighbourhood, neighbourhood housing area, or area similarly described.

The definition of “Local Areas” refers to a specific schedule in the land use plan. That reference will cease to be valid if UBC’s proposed land use plan is approved.

The definition of “Local Areas” states that it excludes Student Housing but does not exclude Faculty and Staff Housing. Neither statement is included in the definition of “Local Area”. The only place where the exclusion for Student Housing is relevant is in Bylaw 2.2, which sets out the eligibility conditions for residents to become UNA members. An exclusion for residents of Student Housing is added to that bylaw. The statement that Faculty and Staff Housing is not excluded is superfluous; there is nothing in the definition that would otherwise exclude such housing.

4. The definition of “Student Housing” in Bylaw 1.1 is replaced by the following:

Student Housing means a primarily residential building that contains housing purpose-built for students~~institutional accommodation units, townhouses, apartments and housing used exclusively or primarily by students~~ of UBC or UBC’s affiliated theological colleges, including students visiting from other educational institutions.

The amendments to this definition make it closer to the definition of “Student Housing” in UBC’s draft land use plan.

5. The definition of “Treasurer” in Bylaw 1.1 is deleted.

See the explanation of the amendment to Bylaw 9.1.

6. Bylaw 2.2 is replaced by the following:

2.2. To be eligible to be a member, a person must

- (a) be at least 18 years of age, and
- (b) except for persons who are members pursuant to Bylaw 2.1(b), reside in a Local Area (other than in Student Housing) or in a Designated Building.

This is a consequential amendment, made because the new definition of “Local Area” does not exclude Student Housing.

7. Bylaw 4.14 is replaced by the following:

4.14 Voting on ordinary resolutions at a general meeting shall be by show of hands. Voting on special resolutions at a general meeting shall be by ballot provided that at any meeting the members may agree by ordinary resolution to vote by a show of hands on a special resolution. Every ballot cast upon a poll and every proxy appointing a proxyholder who casts a ballot upon a poll shall be retained by the ~~Secretary~~ Association for a period of 3 months after the general meeting and shall be subject to inspection by a member at the business office of the Association during normal business hours.

It has not been the UNA's practice for the Secretary to retain ballots and proxy forms.

8. Bylaws 6.2 and 6.3 are replaced by the following:

6.2 ~~Subject to Bylaw 6.3, t~~he number of directors is 7.

6.3 ~~[Deleted]The Board may increase the number of directors to 7. Once it has set the number of directors at 7 it may not lower the number.~~

The Board increased the number of directors to 7 at its meeting on May 18, 2021.

9. Bylaw 6.12 is replaced by the following:

6.12 The annual amount of the stipend for 2023 is ~~\$6,944,271~~ for service as a director other than the Chair and ~~\$10,416,940~~ for service as the Chair. The annual amount of the stipend for each subsequent year shall be determined by multiplying the annual amount of the stipend for the preceding year by the ratio of the Consumer Price Index for that preceding year to the Consumer Price Index for the year that is two years preceding. For this purpose, the Consumer Price Index for a year is the annual average all-items Consumer Price Index for the year for British Columbia, not seasonally adjusted, as determined by Statistics Canada.

The 2020 stipends are replaced with the stipends for 2023, which are equal to the 2020 stipends increased for inflation.

**10. Bylaws 7.1 to 7.10 are replaced by the following:**

- 7.1 The Board must meet at least 6 times in each calendar year.
- 7.2 A Board meeting may be an electronic meeting (as defined in the Societies Act).
- 7.3 The Chair is to determine the dates and times of regular Board meetings, and the location of the meetings at which Directors must or may participate in person.
- 7.4 At the request of two or more Directors, the senior manager (or delegate) must convene a Board meeting.
- 7.5 The quorum for a Board meeting is a majority of the Directors at the time of the meeting.
- 7.6 Except as otherwise provided in this Bylaw, the Chair is to chair a Board meeting. If the Chair is not present (in person or electronically) within 30 minutes after the time for the start of the meeting, if the Chair has given notice that he or she will not attend the meeting, or if there is no Chair, the Directors present shall choose a Director to chair the meeting. If the Directors elect a Chair at a Board meeting, the Chair shall thereupon commence to chair the meeting.
- 7.7 The chair of a Board meeting may make or second a motion.
- 7.8 Except as otherwise provided in rules of procedure adopted by the Board, a motion is carried only if a majority of the votes cast are in favour of the motion. In the case of an equality of votes, the chair does not have a second vote.
- 7.9 The Board may establish rules of procedure for Board meetings. A rule that is inconsistent with these Bylaws is ineffective to the extent of the inconsistency.
- 7.10 If a Board meeting includes an open session, residents of the Local Areas and Designated Buildings must be permitted to attend the session.

These provisions are generally similar to current Bylaws 7.1 to 7.10 (except that Bylaw 7.9 is replaced below by a new Bylaw 7.11 below). The amendments do the following:

- Delete notice provisions that can be left to the Board Rules of Procedure
- Explicitly permit Board meetings to be held fully or partially electronically and make consequential changes.
- Organize the provisions in a more logical order.
- Remove the chair of a meeting's right to cast a second vote in the event of a tie. All directors are equal. No director's view should carry more weight in a vote than the views of other directors. To allow one director to cast two votes is undemocratic.
- Require a Board meeting to be convened at the request of any two directors (in place of the current bylaw, which provides that a director can convene a meeting with the consent of the Chair). While the Board Rules of Procedure already provide for this, the inclusion of the provision in the bylaws will strengthen it.

**11. Bylaw 7.11 is renumbered as 7.12 and the following Bylaw 7.11 is added:**

7.11 The Directors may adopt a motion without meeting by consenting in writing to the motion unanimously (excluding abstentions). For greater certainty, writing includes email.

This is a slightly reworded version of current Bylaw 7.9, with the addition of the statement regarding emails.

**12. The heading to Bylaws 8.1 to 8.8 is replaced by “UBC MEMBERS”.**

The current heading is “UBC OBSERVERS”. As the UBC Members can participate in Board meetings, it is not appropriate to refer to them as “observers”.

**13. The portion of Bylaw 8.2 before paragraph (a) thereof is replaced by the following:**

8.2 The Board may, by resolution, exclude the UBC Members from attending the portion of a closed or ~~in camera~~ restricted closed session of a Board meeting that involves consideration of a matter for which it can reasonably be concluded that UBC may be adverse in interest to the Association, but only if the UBC Members are

Under the Board Rules of Procedure, a meeting is comprised of one or more of an open session, a closed session, and a restricted closed session. The amendment makes the bylaw consistent with the Rules of Procedure.

**14. Bylaw 9.1 is replaced by the following:**

9.1 The officers of the Association consist of a Chair, and a Secretary, ~~Treasurer and such other officers as the Directors elect from time to time from among themselves~~. An officer holds his or her office until the earlier of the election of a successor or the time at which the officer ceases to be a Director.

The position of Treasurer is superfluous. The UNA has a Finance Manager, and the Board has a Finance & Audit Committee with a director appointed as chair of the committee. The role assigned by the bylaws to the Treasurer is carried out by the Finance Manager and the committee.

The provision for the Board to elect other officers of the UNA is deleted because it has never been used and there is no conceivable situation where other officers would be required.

**15. Bylaws 9.3 and 9.4 are deleted.**

Bylaw 9.3 specifies activities that are to be undertaken by the Secretary, either directly or by delegation. In practice, the activities have been carried out by UNA staff without any involvement of the Secretary.

Bylaw 9.4 requires the Treasurer to oversee the UNA's financial affairs. This function is carried out by the UNA's Finance Manager and the Board's Finance and Audit Committee.

**16. The following Bylaw 9.3 is added:**

9.3 The Board may, from time to time, appoint a Director to act in place of the Chair while the Chair is absent or otherwise unable to perform his or her functions.

This new bylaw enables the Board to appoint an acting Chair.

**17. Bylaws 17.1 to 17.6 and the heading to them are deleted.**

These bylaws contain transition provisions that were applicable with respect to the change in 2020 to an all-elected Board of Directors. The provisions no longer serve any purpose.

**UNA**

**AGM 2023: PROXY FORM**

**UNIVERSITY NEIGHBOURHOODS ASSOCIATION  
ANNUAL GENERAL MEETING (AGM) PROXY FORM**

The undersigned, being a member of the above Association, hereby appoints,

\_\_\_\_\_

or failing this person,

\_\_\_\_\_

as proxy holder for the undersigned to attend, act and vote on behalf of the undersigned at the **2023 Annual General Meeting** of the Association to be held on September 27, 2023 and at any adjournment thereof.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_

*(Printed Name of UNA Member)*

\_\_\_\_\_

*(Signature of UNA Member)*

**NOTE:** The person you appoint as your proxy holder must be a UNA Member. UNA Members who are not a director can be a proxyholder for a maximum of five other Members.



## **BALLOT A**

### **Special Resolution A: Amendments to UNA Bylaws to implement online voting**

BE IT RESOLVED, as a special resolution by a majority of not less than two thirds of the members who vote at the Annual General Meeting of members of the Association, that the Bylaws of the Association be altered to implement online voting as per the amendments included in the notice of the Annual General Meeting.

**To vote, make an “X” in the box to the left of your choice.**

**In Favour**

**Opposed**



## **BALLOT B**

### **Special Resolution B: Updates and minor amendments to the UNA Bylaws**

BE IT RESOLVED, as a special resolution by a majority of not less than two thirds of the members who vote at the Annual General Meeting of members of the Association, that the Bylaws of the Association be altered with the updates and minor amendments included in the notice of the Annual General Meeting.

**To vote, make an “X” in the box to the left of your choice.**

**In Favour**

**Opposed**



**Report Date:** June 7, 2023  
**Meeting Date:** June 20, 2023  
**From:** Wegland Sit, Operations Manager  
**Subject:** Capital Replacement Reserve Withdrawal – Old Barn Community Centre Roof Replacement Project

---

**Background**

A recently completed roof survey undertaken for the Old Barn Community Centre (OBCC) identified that the cedar shingle roof is in poor condition, in some areas water is reaching the underlayment due to missing shingles, and a roof leak may develop if water penetrates through the underlying plywood.

This report recommends that the UNA replace the current OBCC cedar shingle roof with premium asphalt shingles - with the funds to come from the Neighbours Fund Capital Replacement Reserve.

**Decision Requested**

THAT the Board approve the replacement of the existing Old Barn Community Centre roof cedar shingles with premium asphalt shingles resembling the original cedar roofing design.

THAT the Board request that UBC

- (a) withdraw from the Capital Replacement Reserve and pay to the UNA an amount equal to the UNA’s expenditures to be incurred (other than GST) for the Old Barn Community Centre Roof Replacement project, which amount is estimated to be approximately at \$165,000.
- (b) provide the UNA with written confirmation that the Neighbours Fund may be used to make the payment to the UNA.

THAT the Board approve the withdrawal by UBC of a further amount from the Capital Replacement Reserve equal to 33-1/3% of the amount of GST payable by UBC in respect of the requested payment to the UNA.

**Discussion**

The Old Barn Community Centre (OBCC) is owned by UBC with the use, operation, and maintenance of the centre provided under license to the UNA. As part of the license obligations the UNA is responsible for repairs to the facility.

The current slope roofs of the OBCC have 18” cedar shingles installed. The shingles are sawn smooth to give it an architecturally uniform and tailored look – these shingles are starting to fail and need to be replaced (OBCC Roof Evaluation Report attached as Schedule A).

In terms of the cost considerations for the roof replacement project, it will include two main components - the roof replacement and installation cost and the consultant services fee.

The roof replacement and installation costs include the material and labour costs for the physical replacement of the roof during the construction stage, and the choice of roof material largely determines the overall cost at this stage.

There are three replacement options available, ranked from the cheapest to the most expensive below.

1. Asphalt shingles – The most economic solution, depending on design and pricing, some may resemble the cedar shingles appearance, however it still changes the appearance of the roof. A more premium asphalt shingles is available, they are typically multi-layered, thicker, and provide the highest end multidimensional look available. Please note premium shingles are priced closer to metal panels.
2. Cedar shingles – Priced in-between asphalt shingles and metal panel roof design. New cedar shingles roof will be identical to the current roofing material and appearance.
3. Metal Panels – Similar to the metal panel design at the Bean Around the World, metal panels have a longer lifespan when compared to the asphalt and cedar shingle options. It is almost double the price of the asphalt option and utilizing the metal panels would significantly change the appearance of the building.

The consultant services fee will include construction documents, contract administration, onsite monitoring, and other project management related services.

The UNA reached out to several roof consultant firms for project management quotes and received two proposals, from Phoenix Roof Consultants and RDH Building Service. The Phoenix Roof Consultants proposal is based on a percentage fee model, while RDH Building Service proposal is based on a fixed fee model. Both companies provide comparable service, while for Phoenix Roof Consultant some consultant services are optional with additional cost.

When comparing expected consultant fees, with comparable services level (calculated based on the most expensive roof material option), Phoenix Roof Consultants consultant fee is estimated to be less than half of the fixed consultant service fee

presented by RDH. Hence, staff have come up with the overall project budget utilizing the costs in the proposal from Phoenix Roof Consultants, as it was deemed to provide the best blend of technical expertise and cost considerations.

As for the general market for the roof replacement project, it is noted that currently there is an utter lack of slope roofing projects in the lower mainland, which works in UNA's favour as it is more likely that we will receive good pricing proposal from the contractors when the project is out to tender.

Once the project is approved, the UNA Operations department will finalize the service agreement with Phoenix Roof Consultants.

As we are pending for Board and UBC approval, the material of choice is not yet finalized. Staff are recommending a premium grade asphalt option and the final look of the roof material will be a product of UNA input with the consultant's guidance. The overall goal is to find a roof material resembling the original cedar roofing design, while at the same time provides better fire resistance capacity, less ongoing maintenance, and similar service life.

Once material selection is completed, the UNA Operations Department will submit the required permit applications with specifications to UBC Campus Planning for their review and final approval. The permit application process is expected to be relatively seamless and straightforward. Concurrently, the consultant will go to the market and put the project out to tender. Typically, a tender process will wrap up within two to three weeks once it goes out to the market.

Depending on the availability of material and available schedule of the roofing contractors, the target is to complete the Old Barn Community Centre Roof Replacement Project before the end of summer 2023.

### **Financial Implications**

The UNA Capital Replacement Reserve is meant to pay for the cost of repairing and replacing facilities and amenities. According to the reserve policy, this reserve is intended to cover the cost of replacing major items that periodically wear out so that the facility or amenity continues to be functional over its useful life, such as the roof of the Old Barn Community Centre.

The Capital Replacement Reserve currently contains \$2,204,711 (balance as of March 31<sup>st</sup>, 2022).

Depending on the final roof material selection, the cost of roof replacement project and financial implications will be as follows:

1. With mid grade asphalt shingles product, the project cost will be approximately at \$95,000 plus approximate \$13,000.00 for the consultant services.

2. With premium grade asphalt shingles production, the project cost is approximate at \$130,000 plus approximate \$20,000.00 for the consultant service.
3. With premium metal panel product, the project cost is approximate at \$150,000 plus approximate \$20,000.00 for the consultant service.
4. All of the above options excluded contingency at 10% project cost for contingency reserve and taxes are not included.

Staff are recommending a premium grade asphalt option, which will result in estimated project costs of \$165,000 (\$130,000 materials and installation + \$20,000 consultant + \$15,000 contingency).

### **Operational Implications**

The consultant has noted that given the Old Barn Community Centre sloped roofs are not overly large, the project will take approximately two to three weeks of good weather to complete.

Undertaking the Old Barn Community Centre Roof Replacement Project will require assistance from the Recreation, Finance and Operations Departments.

Operations of the Old Barn Community Centre will be impacted during the construction activities. On-street parking, sidewalks and loading areas adjacent to the Old Barn will be affected, as the areas may be designated for onsite storage or closed down for safety reason. Access to the community centre will be maintained at all times.

During the construction phase, we do not expect Bean Around the World operations will be significantly affected by the project, however, outdoor patio area maybe affected during the construction phase.

Recreation programs or summer camps that are operating inside the meeting room 1 and meeting room 2 of Old Barn Community Centre will be affected by construction activities. UNA Operations team will work with Recreation programming group to minimize the potential impact to summer camps.

### **Strategic Objective**

Organizational Capacity

### **Attachments**

1. Schedule A – Old Barn Community Centre Roof Evaluation Report



**Concurrence**

1. Athena Koon, Finance Manager
2. Dave Gillis, Recreation Manager

Respectfully submitted,

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

Wegland Sit  
Operations Manager

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

Sundance Topham  
Chief Administrative Officer



4611 Kelly Place  
Delta BC  
V4K 1G8  
Tel: 604-317-3786  
Email: ted@phoenixroofconsultants.ca

---

## **Roof Evaluation Report**

<b>Project</b>	Old Barn Community Centre	<b>Date</b>	October 12, 2022	<b>Job Number</b>	22144
<b>Address</b>	6308 Thunderbird Blvd, Vancouver, B.C.	<b>Inspector</b>	Matthew Blackstock	<b>Weather</b>	Sun
				<b>Temperature</b>	22°C

Attention: Wegland Sit  
wegland.sit@myuna.ca

As per your request we have completed a roof survey of the address noted above and offer the following recommendations.

The slope roofs on the Community Centre have 18" cedar shingles installed. The shingles are sawn smooth to give it an architecturally uniform and tailored appearance and is used on traditional and modern residential. Shingles are typically installed over a breathable felt underlayment on a solid roof sheathing, this is different to shake that is typically installed on spaced 1" x 4" strapping with a layer of perforated asphaltic felt between each course. The shingles are approximately  $\frac{3}{8}$ " at the butt end but they taper to nearly  $\frac{1}{8}$ " at the top. As a result, the shingles are thinner between the joints, progressing to being very thin near the tops between the joints. The roof felt underlayment will provide some additional water protection as the shingles deteriorate.

Typically, all shingles installed in the last 20 years plus would have had a preservative treatment applied when made, and this treatment will prevent rot from occurring (when applied in a proper facility), though it does tend to dry out the shingles causing them to split. Treated shingles require the use of hot dipped galvanized or stainless-steel nails. All shingles require a minimum of galvanized nails, regardless of if they were treated or not. Cedar shingles installed on a roof should only be of a #1 grade, which would mean that the wood is 100% edge grain. This prevents splitting and curling of the shingles. In the past when the wood was cut from old trees having a high tannin content, one would expect a quality shake to last 20+ years before requiring replacement. Cedar that has been installed within the last 25 years or so are typically requiring replacement between years 16-20.

The flat roof membrane consists of a 2 ply SBS system. It appears that an asphaltic overlay board was mechanically fastened to the roof deck through insulation, followed by a smooth surface SBS base ply. This first layer is then covered by the cap ply, which has

colored granules on the top surface. Each layer should have independent stripping plies at the perimeter and at penetrations. The membrane was joined by welding using a propane torch. The SBS is constructed by coating a polyester scrim with modified asphalt on both sides, and the cap ply will get a layer of granules embedded into the top surface. The granules protect the membrane from UV radiation, the high temperature and extreme weather that a roof will experience. The granule surface will also provide limited protection from foot traffic as well.

The roof vents and plumbing flashings are the typical vents seen on most large construction projects. Roof flashings at the base of walls and valleys consists of lightweight pre-painted steel flashings. These flashings are joined together with either standing seams or S-locks. The flashings are secured in place using hidden clips and fasteners.

The attached pictures, along with the following report, highlight typical problem areas, and provide recommendations and solutions to the problems.

1. A view of the roofs being inspected for reference purposes only. There are two flat roofs attached to the East side of the slope roof.



2. The roof slope on the townhouses is a 21/12 pitch that transitions to a 4/12 pitch, which is acceptable for cedar shingles.



3. The exposure of the shingles is standard at 5 1/2" though it does vary in areas by as much as 1/2".



4. The shingles should have a gap of 1/4" to 3/8" between the shingles. In some areas, this gap is well over 3/4". A wider gap exposes more of the top, thinner portion of the shake below.



5. Many of the shingles are splitting. Over time as the shingles age, splits will develop along the growth lines in the wood.



6. Of concern are the splits that develop over or between the gaps, or keyways, between shingles. Water can leak onto the roof felt at all such cracks. If the shingles crack between the nail and the edge of the shingle this can allow the now unsupported portion of the shingle to fall out of place.



7. Many of the shingles are curling up from the roof deck. This curling is a result of "off-grade" shingles that contain some amount of flat grain. Wind driven rain can leak into the roof system where the shingles are extremely curled.



8. Undersized shingles were also noted. The minimum size of a shingles is 4" wide; many under that were found. Undersized shingles can lead to problems with nail placement and offsets.



9. The shingles were noted to be sliding out of position or have fallen out entirely. Very few are from cracking, as early mention but the primary cause is from incorrect fasteners and not the stainless steel specified by the cedar shake and shingle bureau.

In its current condition, it would be susceptible to wind uplift.



10. The fasteners securing the shingles are heavily deteriorated to the point that only the head of the fastener is left in the surface of the shingle. This is caused by the pressure treatment in the shingles reacting to a galvanized fastener.



11. The securement of the cedar shingles is worse on the upper West side of the main roof. The pictures show multiple locations where the shingles have slid out of positions and have completely blown off the roof.



12. The only thing that has kept leaks from occurring is the underlayment installed under the shingles, but it has begun to fail and expose the plywood sheathing below.

These effected areas will need to be temporarily repaired until a re-roof can occur.



13. Other locations can be seen where the treatment in the cedar is reacting to the metal surfaces.



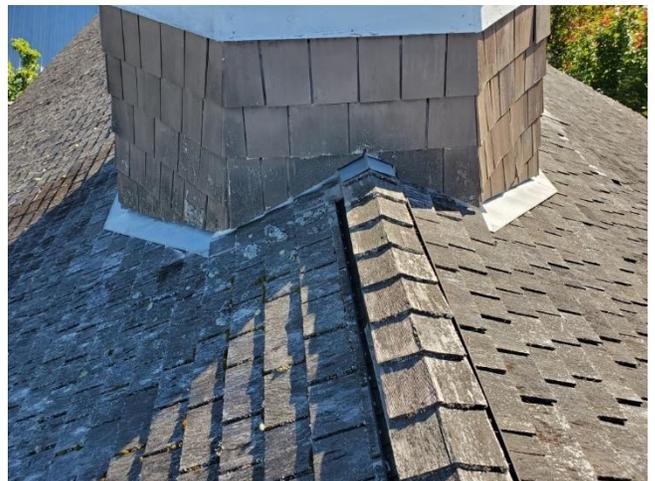
14. Lead pipe flashing installed around plumbing exhaust pipes are also showing signs of reaction between the cedar and incorrect fasteners.



15. The capping on most of the roofs is starting to deteriorate. Cracks and splits are found throughout as well as some rot holes. Quite often the capping is constructed from a lesser quality wood.



16. Though not roof related, the siding on these chimneys is in poor condition. deterioration of the siding along the bottom course in the form of, cracks and lifting pieces were all observed.



17. Much of the siding trim and louver vent are showing various signs of deterioration, some will need to be fully replaced during the next re-roof.



18. Where the siding on the remainder of the building are in fair condition and appear to have been painted in recent years.



19. The flat roofs have a two ply SBS membrane installed. These roofs drain towards the center and is directed by large crickets under the membrane.



20. Unfortunately, there were no vent hoods to be removed to determine the roof make up. But outline of plates used to secure rigid insulation and overlay board have telegraphed through the membrane application, indicating it is an insulated system.



21. The quality of the membrane installation varies. In some locations there is the proper roll offset between plies at the side lap of the rolls while in other locations there isn't (picture). Some corners are cut as required and some are not. However, one thing that is consistent is the lack of bleed out at the seams, particularly the side laps. Bleed out is extra asphalt that is forced past the seam when the membrane is being installed which ensures that the seam is completely sealed. Most membrane manufacturers require a 1/8" bleed out of the modified asphalt.



22. Large buckles were noted throughout the roof area. These buckles usually develop from movement in the roof system when the Insulation and overlay joints have not been staggered correctly.

As the buckles raise off the roof deck, the top layer of granules will break away from the membrane. The exposed asphalt will soon follow.



23. A few blisters were noted, ranging in size from 2" to 10". Many of the blisters were laying almost flat and many more would have been visible if it were warmer. As the blisters are near seams, they are likely a result of poor adhesion of the cap ply to the base ply.



24. Granule loss is occurring in areas. Much of the damage is being caused from water concentrating and flowing over one small area, washing out the granules, while others are from foot traffic. Once granule loss starts to occur, the loss will rapidly accelerate, exposing more membrane to potential harm from the elements.



25. It was noted that the sealant at the base of the vents has cracked. The membrane applied here will break down over time and is considered as maintenance item. Modern sealants are now used in these areas, greatly reducing the need for maintenance.



26. Tree debris is accumulating in areas and should be routinely cleaned off.



27. Failing seam was noted at the scupper drains. Over time, water will infiltrate the seam, forcing them open further when the water freezes over the winter months. This freeze/thaw cycle will occur many times throughout the year.



28. The caulking at the flashing joints has broken down in areas. All exterior caulking, particularly at the roof level, needs to be periodically re-applied.



## **Conclusions and Recommendations**

The cedar shingles installed to the slope roof of the community center are in poor condition. A multitude of shingles sliding out of position and/or are missing were noted, particularly on the West facing exposures where most of the shingles are curling up off the roof deck, which is letting water leak in on wet and windy days. Holes are developing in the thinnest portion of the shake between the keyways. Water is reaching the underlayment in many areas, and once this underlayment deteriorates (as it is not a water shedding layer) roof leaks will develop. These issues can be contributed to some of the low-quality shakes used, while others are caused by the treatment in the shingles reacting to the galvanized fasteners. The capping is not fairing any better than the shingles; much of the capping is falling apart as the staples used to construct them are rusting or the caps are rotting.

Due to the overall condition of the shingles, the incorrect securement, related flashings, and accessories, it is recommended to replace the shingles in the Spring of 2023. But if weather permits replacement should occur over the winter. Only emergency repairs should be addressed at this time as to save money for the roof replacement next year. In addition, roof access should be limited due to the delicate condition of the shingles.

The flat roof membrane installed on the building is in fair condition, though it is starting to show moderate deterioration. Granule loss is occurring on the surface of the membrane along with seams that are starting to open at the scuppers. A few small blisters and buckles were also discovered. Wear items such as sealant at the base of the vents is breaking down as can be expected. This roof system relies heavily on the skill of the installers. Insufficient heat at the side laps results in seams that appear to be sealed only to have them open as the membrane ages. Inconsistent heat when torching will result in blisters forming over time. With maintenance now and in the future, the flat roof SBS system can be expected to last another 3-5 years. The SBS membrane may last longer, though this will come with a greater chance of leaks. A maintenance program would be

able track the deterioration more closely. Phoenix Roof Consultants can develop a comprehensive maintenance program moving forward and sample reports are available for review.

At this time, the flat roofs should have the following maintenance completed:

1. Apply MS Detail at the base of all aluminum stacks.
2. Remove all tree debris.
3. Apply caulking to all flashing joints including the overflow scuppers on the outside.
4. Initiate a full roof maintenance program.

For budgetary purposes, please consider the following: The cost to remove all of the old cedar shingles, install new ½" plywood and architectural asphalt shingles along with all new accessories can be estimated at \$65,000.00 - \$80,000.00 plus GST. To install new 24 gage snap lock metal panels along with new accessories can be estimated at \$140,000.00 - \$150,000.00 plus GST. This does not include inspection fees or a contingency reserve, nor gutters. These prices are budget numbers and must not be used to raise funds. Note that this price is at today's costs and price increases in materials are likely before the project starts. Pre-pandemic, we would expect 2-5% per year increase while 2021 saw an average increase in roof material costs of 35%. A full set of specifications should be drawn up and the roof replacement be put out to tender to gather real numbers.

Should you have any questions regarding this report or require specification and tendering on this complex please do not hesitate to call at 236 – 984- 9678

Sincerely,



Matthew Blackstock, RRO  
Phoenix Roof Consultants



**Report Date:** June 6, 2023  
**Meeting Date:** June 20, 2023  
**From:** Wegland Sit, Operations Manager  
**Subject:** UBC-UNA Charging Station Agreement

---

## **Background**

This agreement is intended to outline the responsibilities for the operation, maintenance, and eventual replacement of existing and future UBC owned - UNA operated Electric Vehicle (EV) charging stations within UNA jurisdiction. The agreement has been reviewed by the UNA lawyer.

## **Decision Requested**

THAT the Board approve the attached UBC-UNA Charging Station Agreement and authorize the Board Chair to execute the agreement.

## **Discussion**

### Current Status

A Level 2 UBC owned and UNA operated EV charging station was installed with the help of BC Hydro, UBC and UBC Properties Trust (UBCPT) outside of the Evolve Building at 3515 Wesbrook Mall in early 2022. The station is currently not operational as it is pending approval of the UBC-UNA Charging Station Agreement.

With the advancement of EV Charging Station project funded through Community Works funds from Metro Vancouver, there are five more UBC owned and UNA operated Level 2 EV charging stations expected to be installed and brought online before the end of 2023. This UBC-UNA Charging Station Agreement will apply to the new EV charging stations funded by Community Works Fund.

### Summary

The UBC-UNA Charging Station Agreement will act similar to other UBC-UNA licenses. UBC will own the capital infrastructure, as well as the land that the equipment is sitting on. The charging station agreement is designed to be flexible enough to include not only the existing EV charging station but also future EV charging stations. It is intended to remove the future need to develop a new agreement when rolling out new charging infrastructure within the UNA neighbourhoods.



### Term

The agreement is proposed to have a five-year term, with the option to renew for another five years while extending with the same terms and conditions at the end of the first five-year term.

### Responsibility

Similar to other UNA licenses, the UNA is responsible for the operation, maintenance and upkeep of the charging station equipment. The UNA is also responsible for the maintenance of access and egress of the charging station to ensure the charging station is available for the intended usage.

### Replacement

Since the charging station is owned by UBC, the UNA will work in an asset manager capacity to provide notification to both the owner and user groups, plus provide assistance during the replacement project. In the event of replacement, this agreement will enable UBC-UNA to utilize the Neighbours Fund to cover expenditures incurred during the replacement of any EV charging station within the UNA jurisdiction.

### Ability to Sublicense

The proposed UNA Charging Station Agreement provides a flexible approach to sublicense the equipment for operational reasons. The UNA will need to obtain UBC's approval prior to any sublicense.

The sublicense provision will allow the UNA work with a third-party, such as [FLO](#). A FLO sublicense agreement will provide key services that are necessary for the operation and management of the EV charging stations. For example, FLO provides payment and transaction services, along with an administrative portal for the setup, monitoring and management of charging stations. FLO also provides on request station repair services.

The sublicense provision will also allow the UNA to work with other car sharing companies to develop a creative solution to adapt to new EV technology. This will enable the UNA to arrange a dedicated charging station for MODO car share EV vehicles for the purpose of promoting EV usage and reducing internal combustion engine vehicle reliance within the community.

### Risk Management

UBC will provide all risks property Insurance in such amounts as are normally effected by reasonably prudent owners, and commercial general liability insurance in an amount not less than \$5,000,000 inclusive per occurrence insuring against bodily injury,

personal injury, death, property damage and liability assumed under contract. This insurance will include cross-liability and severability of interest sections.

### **Financial Implications**

The UBC-UNA Charging Station Agreement will enable the UNA to access the Neighbours' Fund for the eventual replacement of the EV charging stations. This will provide financial certainty to budget for any future EV charging station replacements.

From a day-to-day operations perspective, UBC-UNA charging stations are intended to operate under a cost recovery model. Running at cost recovery model enables the UNA to recover the cost of operating the EV charging stations, including the cost of electricity as well as the cost to repair wear and tear during the daily operation. Usage fees for the EV charging station are expected to align with rate charged by other municipal on-street Level 2 charging stations. The UNA operations team will actively monitor station usage and the cost to operate and make adjustment to the usage fee as necessary.

### **Operational Implications**

Once the UBC-UNA Charging Station Agreement is finalized, the next step will be sublicense agreement development and the initial launch of the new EV charging station(s).

During the initial launch of the EV charging stations, the operations department will experience an increase in administrative workload, largely related to the initial backend setup for the charging station, for example: to develop and refine usage rate schedule; to confirm payment and transaction services provider and financial institutions; finalize online administrative portal setup. Concurrently, the operations department will work with external services provider like MODO Car Share to discuss the follow up sublicense agreements required for any dedicated charging space arrangement.

From a day-to day perspective, the UNA operations department does not expect a any meaningful workload increase once the license is fully in place. There is no significant change in parking management model, as the enforcement and monitoring largely falls under the existing UNA parking invigilators enforcement area, and it will be based on the existing parking regulatory model. For any repair work, it is expected that FLO (or any other chosen sublicense provider), is going to be responsible for the ongoing maintenance of the charging station.



**Strategic Objective**

Environmental Sustainability

**Attachments**

1. UBC-UNA Charging Station Agreement

**Concurrence**

None

Respectfully submitted,

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

Wegland Sit  
Operations Manager

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

Sundance Topham  
Chief Administrative Officer



THIS CHARGING STATION AGREEMENT, dated this \_\_\_\_ day of \_\_\_\_\_, 2023

**BETWEEN:**

**THE UNIVERSITY OF BRITISH COLUMBIA**, a British Columbia university continued under the *University Act*, RSBC 1996, c 468, with an address at 224 – 6328 Memorial Road, Vancouver, BC V6T 1Z2

(the “**Licensor**”)

**AND:**

**UNIVERSITY NEIGHBOURHOODS ASSOCIATION**, a society duly incorporated under the laws of British Columbia (Incorporation No. S0044722), having its registered office at #202 – 5923 Berton Avenue, Vancouver, BC V6S 0B3

(the “**Licensee**”)

**WHEREAS:**

- A. The Licensor is the registered owner of the Lands.
- B. The Licensor has agreed to license a portion of the Lands and the Charging Station for use as an electric vehicle charging station, and for the use of certain parking stalls as dedicated electric charging stalls, on the terms and conditions set out below.
- C. The Licensee will manage, or will subcontract to a third-party to manage, the day to day operation of the Charging Station.

**NOW THEREFORE**, in consideration of the premises, mutual covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by the parties), the parties agree as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1. Definitions** - In this Agreement:

- (a) “**Agreement**” means this Charging Station Agreement and all attached Schedules;
- (b) “**Charging Area**” the portion of the Lands shown in black bold outline on the plan attached to Schedule A to this Agreement;
- (c) “**Charging Station**” means all things and components, in any combination and using any type of technology or means, necessary or convenient for the purposes of charging motor vehicles with electricity including charger equipment and a kiosk, and all ancillary



appliances and fittings, including any associated protective installations, and related works;

- (d) **“Contaminants”** means pollutants, contaminants, deleterious substances, underground or aboveground tanks, lead, asbestos, asbestos-containing materials, hazardous, corrosive, or toxic substances, hazardous waste, waste, polychlorinated biphenyls (**“PCBs”**), PCB-containing equipment or materials, pesticides, defoliants, fungi (including mould and spores arising from fungi), or any other solid, liquid, gas, vapour, odour, heat, sound, vibration, radiation, or combination of any of them, which is now or hereafter prohibited, controlled, or regulated under Environmental Laws or may necessitate, invite or permit a Government Authority to require remedial or investigatory action under any Environmental Laws;
- (e) **“Environmental Laws”** means any applicable statutes, laws, regulations, orders, bylaws, standards, guidelines, protocols, criteria, permits, codes of practice and other lawful requirements of any Government Authority having jurisdiction over the License Area now or hereafter in force relating in any way to the environment, environmental assessment, Contaminants (including the use, manufacture, handling, transportation, production, disposal, discharge, storage or emission of Contaminants), occupational health and safety, protection of any form of plant or animal life or transportation of dangerous goods, including the principles of common law and equity;
- (f) **“Government Authority”** means any federal, provincial, state, municipal, regional or local government or government authority, domestic or foreign, and includes any department, commission, bureau, board, administrative agency, regulatory body, minister, director, approving officer, manager, or other person of similar authority of any of the foregoing;
- (g) **“Infrastructure”** means all things and components, in any combination and using any type of technology or means, necessary or convenient for the purposes of distributing electricity to the Charging Station, including: poles, guy wires, brackets, crossarms, insulators, above ground or underground transformers, anchors, attachments, overhead or underground lines and cables, underground conduits and pipes of every kind, together with access nodes, cabinets, all ancillary appliances and fittings, including any associated protective installations, and related works;
- (h) **“Lands”** means the lands and premises owned by UBC that are described as the Point Grey lands in the Point Grey Campus Regulations of the *Municipalities Enabling and Validating Act* (No. 3) S.B.C. 2001, c.44, which are located west of the Point Grey district of the City of Vancouver, and exclude any lands and premises which are owned by UBC which are situated within the UEL.;
- (i) **“License”** has the meaning given in section 2.1;
- (j) **“License Area”** means collectively means:
  - (i) the Charging Area;



- (ii) such portions of the Lands as are reasonably required by the Licensee for the purposes of:
  - (A) ingress and egress to and from the Charging Area; and
  - (B) constructing, installing, erecting, stringing, operating, maintaining, removing and repairing the Infrastructure; and
- (iii) the common access road;
- (k) **“Licensed Parking Spaces”** means all parking stalls located within the License Area;
- (l) **“Licensee Signage”** has the meaning given in section 9.2;
- (m) **“Permitted Uses”** means:
  - (i) the use of the Licensed Parking Spaces as dedicated electric charging stalls;
  - (ii) constructing, installing, erecting, stringing, operating, maintaining, removing, repairing, and replacing the Trade Fixtures and/or the Licensee Signage; and
  - (iii) all purposes reasonably ancillary to the foregoing;
- (n) **“Trade Fixtures”** collectively means the Charging Station and the Infrastructure;
- (o) **“Term”** has the meaning given in section 4.1;
- (p) **“UBC’s Rules and Regulations”** has the meaning given in section 5.2; and
- (q) **“UBC’s Trademarks”** has the meaning given in section 9.2.

**1.2. Entire Agreement** - This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings and negotiations between the parties, whether oral or written, with respect to the subject matter of this Agreement.

**1.3. Headings** - The headings in this Agreement are for convenience of reference only and do not affect its construction or interpretation.

**1.4. Governing Law** - This Agreement is governed by the laws of the Province of British Columbia and applicable laws of Canada.

**1.5. Schedules** - The following schedules are attached to and form part of this Agreement:

- (a) Schedule A – Plan of Charging Area.



**2. LICENSE**

**2.1. License Area** - The Licensor grants to the Licensee a license to use for the Permitted Uses (the “**License**”) a portion of the Lands, as shown and identified in the attached Schedule A (the “**License Area**”), subject to the terms and conditions of this Agreement.

**2.2. Access to License Area** - The Licensor and Licensee acknowledge and agree that the Licensee may exercise its rights under section 2.1 at all times by day or night and the Licensor shall do such further acts and things as may be reasonably necessary to permit such exercise, including ensuring that members of the public have a means of access to and egress from the Charging Area.

**3. LICENSE FEE AND COSTS**

**3.1. License Fee** - In exchange for the License, the Licensee will pay to the Licensor an annual license fee in the amount of \$1.00 (the “**License Fee**”), plus applicable goods and services tax, in advance.

**3.2. Net License**- This License is a net license and the Licensee will pay all costs associated with the License Area, including but not limited to the cost of maintenance, repairs and replacements, utilities connection and consumption, insurance and all existing and future taxes, fees, levies, charges, assessments, rates, duties and excises which are now or may hereafter be levied, imposed, rated, assessed for the Term upon or with respect to the Trade Fixtures or any part of the License Area. The Licensee authorizes the Licensor to withdraw funds from the Neighbours’ Fund, as defined in the Neighbours’ Agreement 2020 entered into between the Licensee and Licensor, to pay for all costs associated with the License Area.

**3.3. Property Tax**- The Licensee acknowledges that pursuant to the *University Act* (British Columbia), any lands vested in the Licensor are exempt from the application of property tax. The Licensee covenants to pay, during the Term or any Renewal Term, any property taxes assessed by an authority against the Licensor, the Licensee or the Licensed Premises in respect of the Licensee’s use or occupation of the Licensed Premises or in respect of the privileges granted under this Agreement. If the authority does not notify the Licensee of the new taxes being charged, imposed or assessed, then the Licensor will provide written notice to the Licensee of the aforementioned charges and the Licensee will: (a) submit payment to the authority in respect of the new taxes, rates, license fees, fees or assessments charged, imposed or assessed against the Licensee; and (b) provide the Licensor with evidence of payment.

**4. TERM**

**4.1. Term**- The term of this Agreement will, notwithstanding the date of execution, be 5 year(s) commencing from July 1, 2023 to and including June 30, 2028 (the “**Term**”).

**4.2. Termination** - In any of the following events, the Licensor will have the right to terminate this Agreement immediately by notice to the Licensee:

- (a) the Licensee breaches or fails to observe and perform any of the Licensee’s covenants, agreements, obligations, terms and conditions under this Agreement and such breach, non-observance or failure to perform continues for thirty (30) days after the Licensor has given the Licensee written notice of such breach, non-observance or failure to perform;



- (b) the Licensee uses the License Area in a manner not authorized by the Licensor in accordance with section 5.1, and the Licensee fails or neglects to cure such default within thirty (30) days after the Licensor has given the Licensee written notice of such default;
- (c) any policy of insurance on the License Area from time to time effected by the Licensor is cancelled or about to be cancelled by the insurer by reason of the use or occupation of the License Area by the Licensee or any assignee or other person permitted by the Licensee upon the License Area, and the Licensee, after receipt of notice in writing from the Licensor, fails to take such immediate steps in respect of such use or occupation as to enable the Licensor to reinstate or avoid cancellation of (as the case may be) such policy of insurance;
- (d) the Licensee ceases to exist as a society *Society Act* (British Columbia);
- (e) the Licensee becomes insolvent or commits an act of bankruptcy or becomes bankrupt;
- (f) there is any damage to or destruction of the License Area by fire or other casualty; or
- (g) the Licensee fails to make any payment owing in accordance with the terms and conditions of this Agreement.

Immediately upon expiration or earlier termination of this Agreement, the Licensee will vacate the License Area no later than three months following the date of such termination, leaving the License Area and Trade Fixtures in good order and condition.

**4.3. Right to Extend Term** - Provided the Licensee performs and observes all of the Licensee's covenants, agreements, obligations, terms and conditions contained in this Agreement, the Licensee will have the right to extend the Term of this Agreement for a further 5 year[s] upon the same terms and conditions as contained in this Agreement, save only for any further right to extend the Term and the License Fee. The Licensee will give notice in writing to the Licensor at least 60 days prior to the expiry of the Term stating its intention to exercise its right to extend the Term. The License Fee for the extended Term will be increased to reflect the increase in the Consumer Price Index for Metro Vancouver ("CPI") for April, as published by Statistics Canada in May of that year, provided that if there is no increase in the CPI the License Fee will be that of the preceding year.

## **5. LICENSEE'S COVENANTS**

**5.1. Permitted Use** - The Licensee will use the Licensed Area solely for the Permitted Uses and the Licensee will not use the License Area or permit the same to be used for any other purpose without the Licensor's prior written consent, in the Licensor's absolute discretion.

**5.2. Conduct** - The Licensee will, and will cause its employees, agents, contractors, invitees and others over whom the Licensee can reasonably be expected to exercise control, conduct the Permitted Uses in compliance with all laws (including all Environmental Laws), ordinances, rules and regulations of Government Authorities now or hereafter in force, as well as observe UBC's Rules and Regulations, and all such other rules, regulations and instructions that UBC may provide to the Licensee. "UBC's Rules and Regulations" means those rules, policies, procedures, bylaws and regulations passed by



the Licensor from time to time, whether made before or after the date of this Agreement, which are applicable to the License Area, and the users thereof, and/or to the Lands generally.

**5.3. Utilities** - The Licensee will pay all utility costs and other costs directly attributable to the Trade Fixtures.

**5.4. Licenses/Permits** - The Licensee will obtain, and during the Term will maintain, all licenses and permits required by Government Authorities, and UBC's Rules and Regulations, now or hereafter in force, which pertain to the conduct of the Permitted Uses.

**6. Environment**

**6.1. Environmental Requirements** - The Licensee covenants and agrees with the Licensor as follows:

- (a) to promptly and strictly comply, and cause any person for whom it is in law responsible to comply, with all Environmental Laws regarding the Licensee's use and occupancy of the License Area, and if applicable, the Licensee's use of the License Area, including obtaining all applicable permits or other authorizations;
- (b) not to store, use, manufacture, sell, release, dispose, transport, handle, bring or allow to remain on, in or under any part of the License Area or the Lands any Contaminants except in strict accordance with all Environmental Laws; and
- (c) to promptly remove and remediate, upon the written request of the Licensor, any Contaminants from the Lands to the extent caused by the use of the License Area by the Licensee or those for whom the Licensee is responsible at law, and in a manner which conforms to Environmental Laws governing such removal.

**7. MAINTENANCE, REPAIRS AND OPERATION**

**7.1. Maintenance** - The Licensee:

- (a) shall ensure that the Charging Station functions in accordance with published specifications during the Term, including providing labor and parts coverage for vandalism, damage or other problems caused by accidents or negligence; and
- (b) agrees, at its own expense and at all times during the Term, to keep public areas, parking spaces, streets and sidewalks appurtenant to the Licensed Parking Spaces reasonably free of debris (including snow and ice) and rubbish and in good repair and condition.

**7.2. Operation** - The Licensee agrees to provide at its own expense, and shall be solely responsible for:

- (a) operating, maintaining, repairing, administering and supporting the Trade Fixtures; and
- (b) operating the Trade Fixtures in compliance with all applicable laws.



**7.3. Licensor's Maintenance and Repairs** - The Licensor will throughout the Term not be responsible for any maintenance or repairs to the License Area.

**7.4. Installation of Fixtures or Improvements** - In renovating the License Area or repairing, making, erecting, installing or altering any improvements or fixtures in the License Area, the Licensee agrees to comply with all rules and regulations of the Licensor, including those rules and regulations enacted by the Licensor's department of Campus and Community Planning (the "**Municipal Authority Having Jurisdiction**"), in its capacity as regulatory, inspection and permitting authority for the Vancouver campus, or such other department of the Licensor as becomes responsible for this function from time to time. All work consented to by the Licensor will be done at the Licensee's sole expense and at the times and in the manner the Licensor requires, by contractors and tradesmen previously approved in writing by the Licensor. All work undertaken must comply with all applicable statutes, regulations, or bylaws of the Municipal Authority Having Jurisdiction and Government Authority. The Licensee will promptly pay for all work consented to by the Licensor and carry out the same in a good and workmanlike manner in accordance with high quality standards. The Licensee agrees that during the Term it will neither do, nor fail to do, any act which may result in a builders' lien, or any other statutory lien being registered against the Licensor's Lands, and if any such lien should be registered against the Licensor's Lands as a result of any act or failure to act on the part of the Licensee, the Licensee agrees to indemnify and hold harmless the Licensor with respect to such lien, and to take all necessary steps to remove such lien from title to the Lands or the License Area forthwith upon notice by the Licensor. If the Licensee fails to take such necessary action within 14 days of receipt of notice from the Licensor, the Licensor may take all necessary action to remove the same in the name of the Licensee and the Licensee agrees to indemnify the Licensor for any and all costs, charges, expenses with respect to the same, including solicitor's fees on an indemnity basis and to pay the Licensor such costs, charges and expenses within 10 days of the notice from the Licensor.

**7.5. Relocation of Trade Fixtures** - If the Licensor requires relocation of the Trade Fixtures for other permanent development in the interests of the Owner (i.e. to fulfill a university purpose) upon written request by the Licensor to the Licensee, the Licensee will relocate all or a portion of the Trade Fixtures subject to all of the following:

- (a) to the extent that the Licensee still requires the Trade Fixtures to serve any customer, the Licensor will permit the Licensee to relocate the Trade Fixtures to another equivalent area selected by the Licensor on the Lands, or on adjacent land owned by the Licensor, which is suitable for the Trade Fixtures (the "Relocated Area") and access thereto;
- (b) if the Relocated Area is not suitable for the Trade Fixtures, as determined by Licensee, acting reasonably, the Licensor will modify or relocate the Relocated Area to another equivalent area on the Lands or adjacent land owned by the Owner that is suitable for the Trade Fixtures, as determined and agreed to by the parties acting reasonably;
- (c) the Licensor may, with the approval of the Licensee, amend this License to include the Relocated Area and map in Schedule A. No new or replacement license shall be required for the relocated charging station and/or parking stalls.
- (d) the Licensor will pay to the Licensee, upon written demand, for all necessary and reasonable costs incurred by Licensee associated with the relocation of the Trade Fixtures to the Relocated Area, including equipment and labour costs.



as deemed necessary by the Licensee, from time to time during the Term, upon obtaining the prior written consent of the Licensor, which consent may not be arbitrarily withheld.

## **8. INSURANCE AND INDEMNITY**

**8.1. Insurance** - The Licensor will provide all risks property Insurance in such amounts as are normally effected by reasonably prudent owners, and commercial general liability insurance in an amount not less than \$5,000,000 inclusive per occurrence insuring against bodily injury, personal injury, death, property damage and liability assumed under contract. This insurance will include cross-liability and severability of interest sections.

**8.2. Limitation of Liability** - All property kept or stored by the Licensee in or on the License Area will be at the Licensee's sole risk. In no event is the Licensor liable for special, incidental, consequential, punitive, exemplary or indirect damages, loss of goodwill or business profits, work stoppage, or any and all other commercial damages or loss or for any loss or damage to property entrusted to us or our agents occasioned by theft or otherwise, whether or not occasioned by our negligence.

**8.3. Indemnity** - The Licensee will indemnify and hold the Licensor harmless against all loss or damage, including, without limiting the foregoing, legal and other professional fees in connection with loss of life, personal injury, damage to or loss of property arising from or out of the occupancy or use by the Licensee or its employees, agents, invitees, and sublicensees, or contractors of the License Area, except where such loss or damage is caused by the Licensor's negligence. The Licensee will also pay on an indemnity basis all costs, expenses and legal fees incurred by the Licensor in enforcing the covenants and agreements in this Agreement.

## **9. MISCELLANEOUS**

**9.1. Not a Lease** - The parties agree that nothing contained in this Agreement or in any acts of the parties will be deemed to create a lease or any other real property interest in favour of the Licensee, nor will it create a relationship of landlord and tenant between the parties. The parties agree that nothing contained in this Agreement or in any acts of the parties will be deemed to create any relationship between the parties other than the relationship of licensor and licensee.

**9.2. Licensee Signage** - It is acknowledged and agreed that the Licensee may install signage, pavement markings and logos on or within the Charging Station (collectively, the "**Licensee Signage**"), including for the purposes of denoting that the Charging Area is to be used as dedicated electric charging stalls. The Licensee acknowledges that the Licensor has a proprietary interest in its symbols, name, trademarks, crests, designs, logos and marks (collectively, the "**UBC Trademarks**") and that the Licensee has no rights whatsoever to use the UBC Trademarks. The Licensee agrees not to use the UBC Trademarks for any purpose, without the prior written consent of the Licensor.

**9.3. Unavoidable Delay** - Notwithstanding anything in this Agreement to the contrary, neither party will be deemed to be in default in respect of the performance of any of the terms, covenants, and conditions of this Agreement, other than a term requiring the payment of any sum, if any failure or delay in such performance is due to any cause beyond the control of such party and occurring without that party's fault or negligence, including any strike, lockout or labour or civil unrest, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, acts of terrorism, mass-casualty event, outbreak of virulent disease or other public health emergency, governmental regulations or



controls, earthquake, Acts of God, and computer attacks or malicious acts, such as attacks on or through the Internet, any Internet service, telecommunications provider or hosting facility but excluding a lack of funds or other financial reasons. For greater certainty, if the performance of this Agreement is interrupted or otherwise prevented as a result of COVID-19, including but not limited to, factors arising out of government orders and labour shortages, whether foreseeable or unforeseeable as of the date of this Agreement, such interruption shall be considered a cause beyond the reasonable control of a party for the purposes of this section 9.3.

**9.4. Peaceful Surrender** - The Licensee will at the expiration or sooner termination of this Agreement immediately surrender the Licensed Area in a peaceable way in the state of repair set out in this Agreement.

**9.5. Waiver** - No waiver by the Licensor of any breach of this Agreement is a waiver of any other breach, and no waiver will be inferred from or implied by anything done or omitted by the Licensor except an express waiver in writing.

**9.6. Remedies** - All rights and remedies of the Licensor in this Agreement are cumulative and not alternative.

**9.7. Survival** - All of the Licensee's obligations under the terms of this Agreement and all of the indemnities hereof will survive the expiry or earlier termination of this Agreement.

**9.8. Assignment/Sublicensing** - The Licensee may not assign, transfer or otherwise dispose of all or any part of its rights and obligations under this Agreement without the prior written consent of the Licensor, which consent may not be arbitrarily withheld.

**9.9. Time of Essence** - Time is of the essence of this Agreement.

**9.10. Notices** - Any notice required or permitted to be given under this Agreement must be in writing and may be delivered by personal delivery, courier or mail to the respective addresses of the parties set out above, or such address as a party may notify the other in writing. Notice will be deemed to have been given on the day of delivery if delivered or couriered, or on the third business day following mailing if mailed.

**9.11. Amendments** - No change or modification of this Agreement is valid unless it is in writing and signed by each party.

**9.12. Severability** - If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, the remaining provisions of this Agreement remain in full force and effect.

**9.13. Binding Effect** - This Agreement enures to the benefit and binds the parties and their respective representatives, successors and permitted assigns.

**9.14. Counterparts** - This Agreement may be executed by the parties in one or more counterparts, and may be delivered by facsimile, portable document format or other similarly secure electronic format, and all such counterparts will be deemed to be an original but all of which together will constitute one and the same document.



**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first set out above.

**THE UNIVERSITY OF BRITISH COLUMBIA**

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

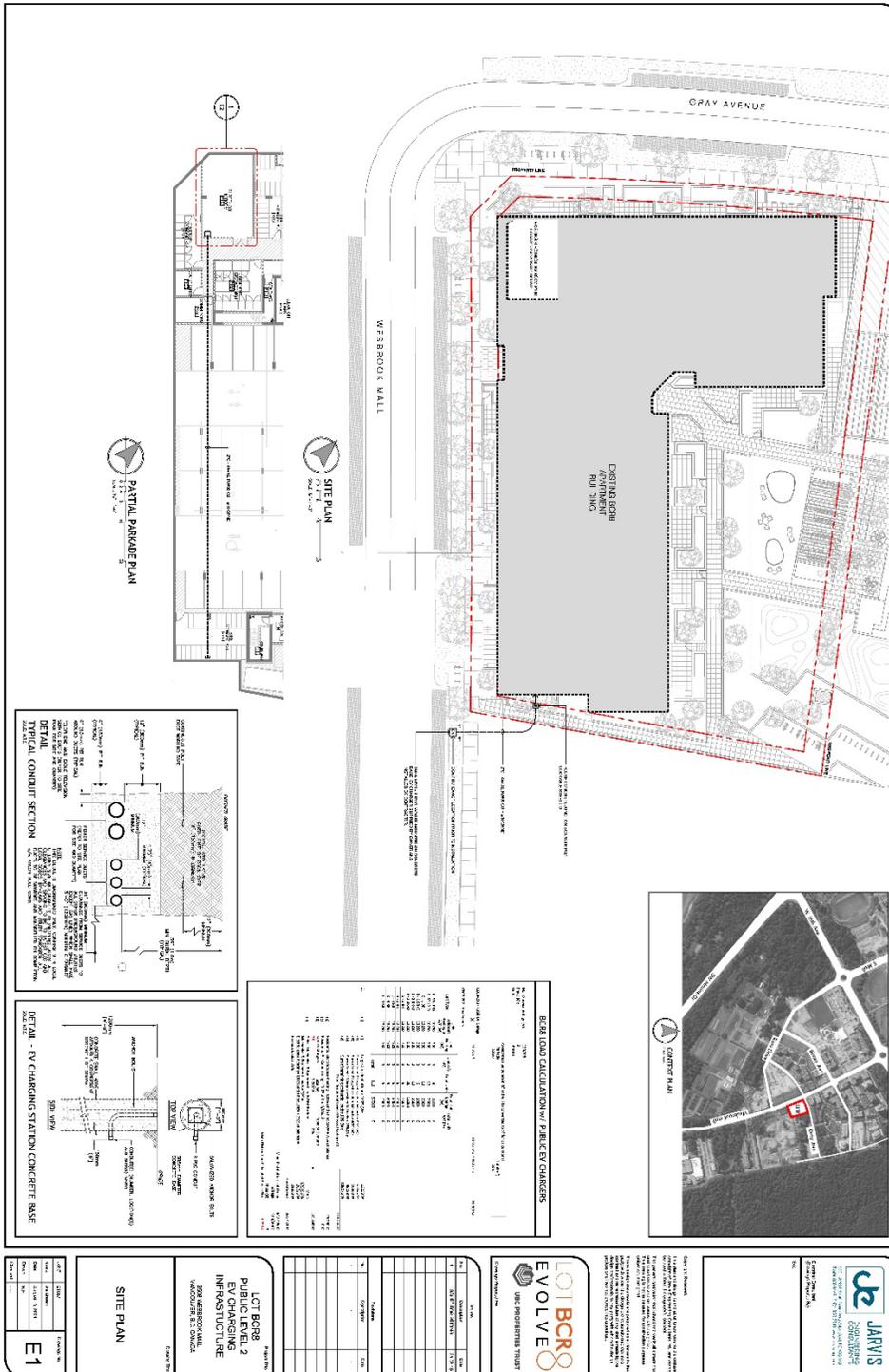
By: \_\_\_\_\_  
Name:  
Title:

**UNIVERSITY NEIGHBOURHOODS ASSOCIATION**

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



# SCHEDULE A PLAN OF LICENSE AREA



A - 1

Charging Station Agreement  
UNA  
TRSY-476851121-17080



**Report Date:** June 13, 2023  
**Meeting Date:** June 20, 2023  
**From:** Sundance Topham, Chief Administrative Officer  
**Subject:** 2023-24 Insurance Renewal Update

---

**SUMMARY**

The current UNA insurance expires on July 1. The UNA insurance renewal applications were submitted to our broker the week of May 15 and the renewal applications are currently being reviewed by the insurers.

This report provides more information on the process and talks briefly about next steps, including bringing forward a Finance Committee recommendation authorizing the Chief Administrative Officer to agree on behalf of the UNA to the upcoming insurance coverages.

**DECISION REQUESTED**

THAT the Board authorize the Chief Administrative Officer to agree on behalf of the UNA to the insurance coverages for the period July 1<sup>st</sup>, 2023 to June 30<sup>th</sup>, 2024.

**DISCUSSION**

The following insurance policies are set to expire on July 1, 2023:

- Commercial General Liability
- Property All Risk
- Abuse Liability

In preparation for the insurance renewal, the UNA contacted UNA insurance broker Marsh Canada in March, at which point Marsh provided the insurance renewal documents for the UNA.

UNA representatives met with the team from Marsh to review the state of the market and the UNA’s current coverage, and the UNA subsequently submitted the insurance renewal applications the week of May 15. It is expected to take four to six weeks from the May 15 date for underwriters to review the UNA’s renewal request.

Typically, in the insurance world, unless there are substantial changes to the risk exposure or significant changes in the insurance market, the practice is to seek an



alternative quote from other providers every three to four years, and therefore the Broker only submitted the renewal requests to the UNA's existing insurance providers.

As it is unlikely that the final insurance renewal documents will be received prior to the June Board meeting (the renewal documents had not been received as of the writing of this report), the Finance Committee is recommending that the Board pass a resolution confirming that the Chief Administrative Officer will agree to the terms of any insurance renewal on behalf of the UNA, with a summary of the coverage to presented to the Finance Committee and Board at the next opportunity.

### **Financial Implications**

As our renewal application is currently under review by our insurers, any updated costs for renewal are not available at this moment. The UNA budgeted for a 10 per cent increase in our insurance costs for the 2023-24 fiscal year – at a total cost of \$200,000. With the most recent information regarding the commercial general liability cost increases, we are currently anticipating being approximately \$32,000 over budget (assuming a 10 per cent increase in the non-commercial general liability insurance costs).

These increased costs will form part of the discussion with UBC and UBCPT officials when we look at financial support for our ongoing municipal services operations.

### **Operational Implications**

None

### **Strategic Objective**

None

### **Attachments**

None

### **Concurrence**

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



UNIVERSITY  
NEIGHBOURHOODS  
ASSOCIATION

**UNA BOARD MEETING  
OPEN SESSION**

Respectfully submitted,

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

Sundance Topham  
Chief Administrative Officer



**Report Date:** May 18, 2023  
**Meeting Date:** May 23, 2023  
**From:** Athena Koon, Finance Manager  
**Subject:** Fiscal 2022/23 Financial Results (Preliminary)

---

## Background

The UNA fiscal year ended on March 31<sup>st</sup> 2023. This report provides a preliminary overview of our fiscal 2022/23 results. Please note this result is only preliminary for reference purposes and will be subject to changes resulting from any year-end audit adjustments.

The UNA Financial report highlights for the fiscal year are as follows:

### Revenue

- Total revenue for the fiscal year is very close to budget – with a positive variance of only 1%.
- Neighbours Levy variance is minimal and along with other mandatory deductions, the amount available to the UNA is on budget.
- Overall Recreation & Culture revenue is only 1% less than budget, with the shortfall mainly due to function rentals and fitness memberships at both Community Centres being less than expected. Programming revenue has picked up with good turnout for the year for all season’s registrations.
- For Other Revenue, car share revenue is higher than budget, as there are more people living in the UNA area. Interest rates for invested funds continue to rise and this is the main reason for driving the Miscellaneous revenue much higher for the year.
- For Grants and Other Funding revenue, external grants were all received as budgeted for the year including Safe and Connected Communities, CRA Summer Job, Youth Programming and Seniors Grant.

### Expenditures

Total expenditures at the end of the fiscal year were at 97% compared to budget.

- Total Engineering and Operations Services were at 94% of the budget.

- Parking & Bylaw Enforcement was significantly lower than budget due to schedule adjustment and reduced overtime of the invigilator.
  - General Maintenance costs were higher as general expansion in operations capacity and services were realized with the newly hired operations and facilities coordinator position.
  - Road, Gutter and Sidewalk Maintenance includes snow removal. The expenses were higher than budget mainly due to the snowy weather in Q3.
  - For the streetlights and electricity budgets, both items were set too high. They were only at 73% and 77% of the budget for the year.
- Total Recreation & Culture Services were at 98% of budget for the year:
- Fields maintenance is lower than budget as one significant annual maintenance item was not completed due to vendor availability.
  - Additional works related to setting up new office for the Communication team and other extra maintenance at the Wesbrook Community Centre led to higher costs for the year.
  - Recreation Salaries & Benefits were at 84% due to departmental restructuring for the first two quarters.
  - For the Vancouver Public Library (VPL) fees, the annual provision is based on the prior year's usage number and because part of 2021/22 was still impacted by the pandemic, the library usage number was low, which resulted in a much lower annual fee for 2022/23.
- Total General Operations Services expenses were at 96% of budget for 2022/23.
- Administration Salaries & Benefits for the year was lower due to staff turnover and the timing for hiring.
  - Sustainability was higher due to the purchase of a Waste Wizard licence.
  - Professional fees were lower due to timing issues related to completion of consultation work and low legal fees for the year.
  - General Operating Services were lower due as the Board Contingency was not used for the year.



**Decision Requested**

For Information

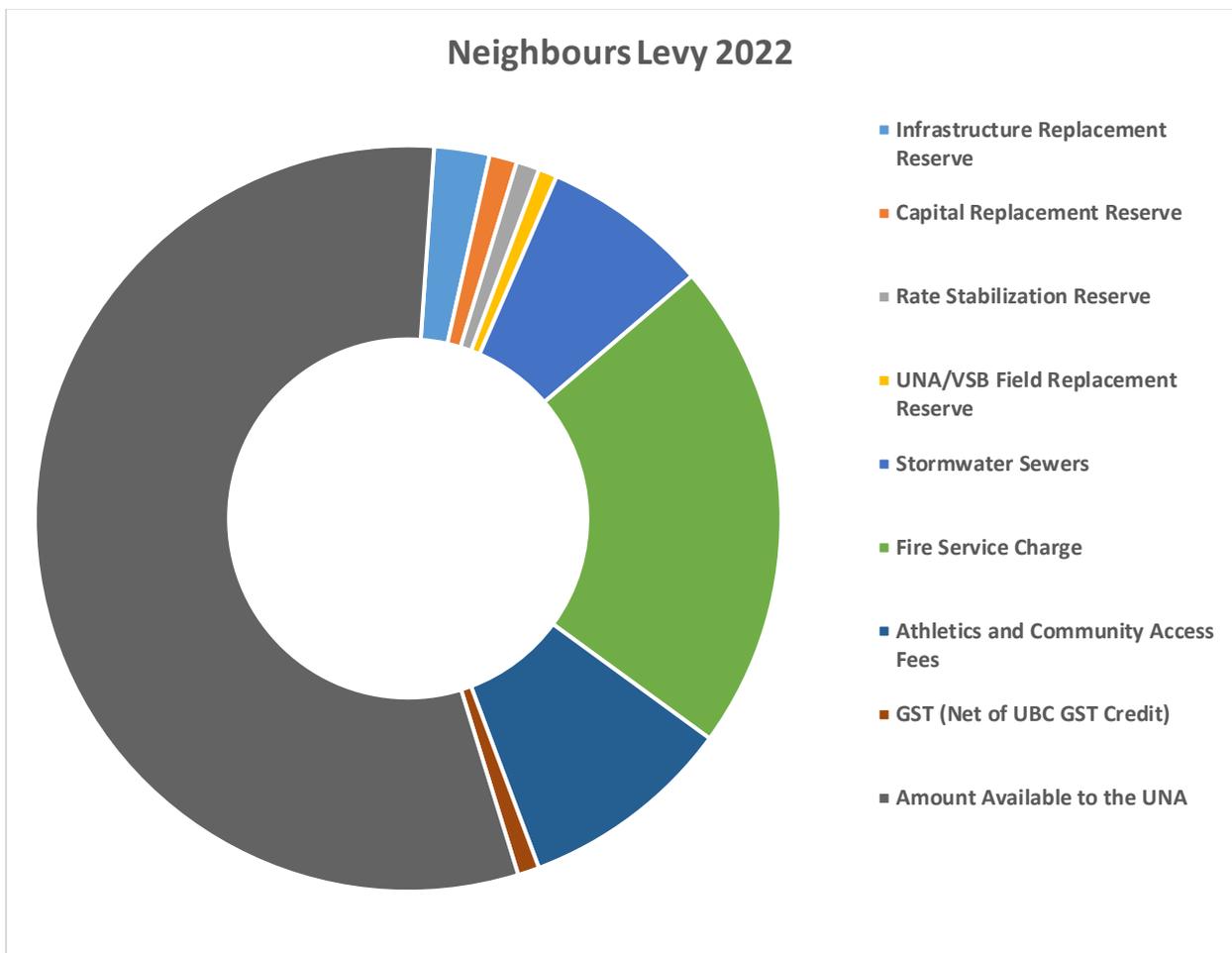
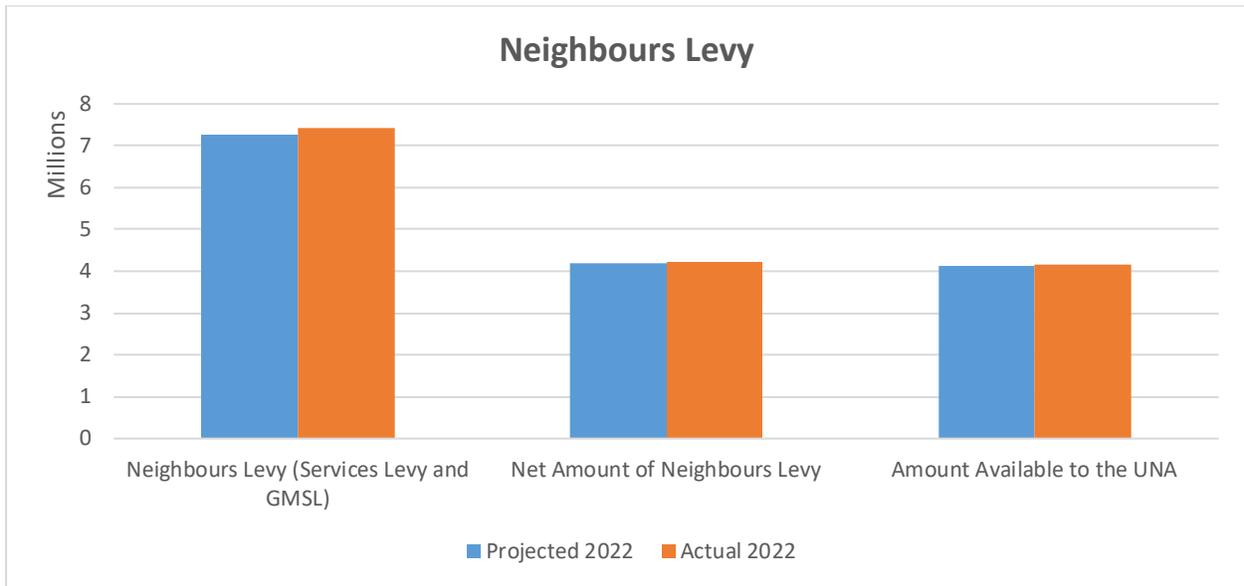
**Discussion:**

**UBC Neighbours Fund (Amount Available to the UNA)**

	Projected 2022	Actual 2022	Variance
<b>Neighbours Levy (Services Levy and GMSL)</b>	<b>7,275,000</b>	<b>7,440,000</b>	<b>2%</b>
<b>Contributions to Reserves</b>			
Infrastructure Replacement Reserve	-174,600	-178,560	2%
Capital Replacement Reserve	-87,300	-89,280	2%
Rate Stabilization Reserve	-72,750	-74,400	2%
UNA/VSB Field Replacement Reserve	-60,000	-60,000	0%
<b>Total Contributions to Reserves</b>	<b>-394,650</b>	<b>-402,240</b>	<b>2%</b>
<b>UBC Withdrawals</b>			
Stormwater Sewers	-627,446	-537,348	-14%
Fire Service Charge	-1,376,039	-1,584,391	15%
Athletics and Community Access Fees	-689,391	-689,391	0%
<b>Total UBC Withdrawals</b>	<b>-2,692,876</b>	<b>-2,811,130</b>	<b>4%</b>
<b>Net Amount of Neighbours Levy</b>	<b>4,187,474</b>	<b>4,226,630</b>	<b>1%</b>
<b>GST (Net of UBC GST Credit)</b>	<b>-69,753</b>	<b>-69,289</b>	<b>-1%</b>
<b>Amount Available to the UNA</b>	<b>\$ 4,117,721</b>	<b>\$ 4,157,341</b>	<b>1%</b>

**Notes:**

1. The Athletics and Community Access Fees are under negotiation with UBC. The amounts shown are the amounts proposed by UBC.



**Summary of Revenue and Expenditure:**

	2022-23	%	Year to Date:	
	BUDGET	YTD Act/Bud	Actual	Prior Year
<b>REVENUE</b>				
<b>Payment from UBC</b>				
Neighbours Levy	4,117,721	100%	4,110,108	3,633,645
<b>Total Payment From UBC</b>	<b>4,117,721</b>	<b>100%</b>	<b>4,110,108</b>	<b>3,633,645</b>
<b>Recreation &amp; Culture</b>				
Wesbrook Community Centre	398,675	54%	216,536	101,084
Old Barn Community Centre	132,924	82%	109,013	79,484
Programming	621,431	130%	807,197	481,677
Playing Fields & Park Rentals	99,250	102%	101,351	131,303
<b>Total Recreation &amp; Culture</b>	<b>1,252,280</b>	<b>99%</b>	<b>1,234,097</b>	<b>793,548</b>
<b>Other Revenue</b>				
Parking	128,000	118%	150,459	120,775
Miscellaneous	17,800	267%	47,600	282,347
<b>Total Other Revenue</b>	<b>145,800</b>	<b>136%</b>	<b>198,059</b>	<b>403,122</b>
<b>Grants &amp; Other Funding</b>				
External Grants & Miscellaneous	154,110	104%	160,880	154,093
<b>Total Grand &amp; Other Funding</b>	<b>154,110</b>	<b>104%</b>	<b>160,880</b>	<b>154,093</b>
<b>TOTAL REVENUE</b>	<b>5,669,911</b>	<b>101%</b>	<b>5,703,144</b>	<b>4,984,409</b>



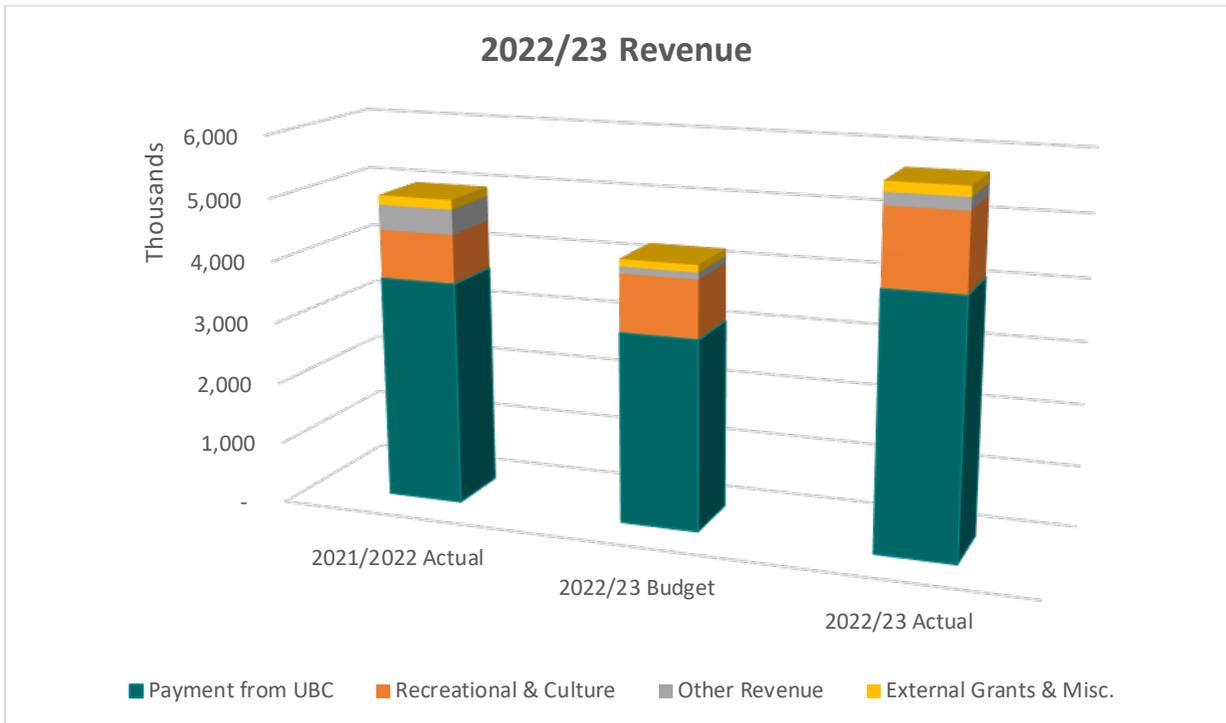
	2022-23	%	Year to Date:	
	BUDGET	YTD Act/Bud	Actual	Prior Year
<b>EXPENDITURES</b>				
<b>Engineering &amp; Operations Services</b>				
Parking & Bylaw Enforcement	161,711	71%	114,925	138,016
General Maintenance	93,200	111%	103,027	9,722
Common Area Maintenance Fees				
Landscaping	417,089	100%	418,979	403,136
Road, Gutter and Sidewalk Maintenance	51,000	129%	65,844	26,988
Streetlights	53,000	73%	38,832	37,264
UBCPT Management Fees	80,000	100%	80,001	80,000
Electricity	95,000	77%	73,066	68,796
Other Common Area Maintenance Costs	50,000	94%	47,186	49,252
<b>Total Engineering &amp; Operations Services</b>	<b>1,001,000</b>	<b>94%</b>	<b>941,860</b>	<b>813,175</b>
<b>Recreation &amp; Culture Services</b>				
Fields	18,000	91%	16,313	13,885
Wesbrook Community Centre	489,242	113%	554,381	484,530
Old Barn Community Centre	208,284	103%	213,811	190,967
Recreation Salaries & Benefits	1,154,995	84%	974,265	867,884
Programming	650,500	118%	765,625	507,598
Community Access (VPL)	120,000	54%	64,599	70,100
Community Support	55,000	108%	59,286	39,790
<b>Total Recreation &amp; Culture Services</b>	<b>2,696,021</b>	<b>98%</b>	<b>2,648,280</b>	<b>2,174,754</b>
<b>General Operation Services</b>				
Administration Salaries & Benefits	1,241,825	98%	1,216,661	1,061,745
Sustainability	29,118	115%	33,390	15,366
Professional Fees	195,530	85%	165,462	289,084

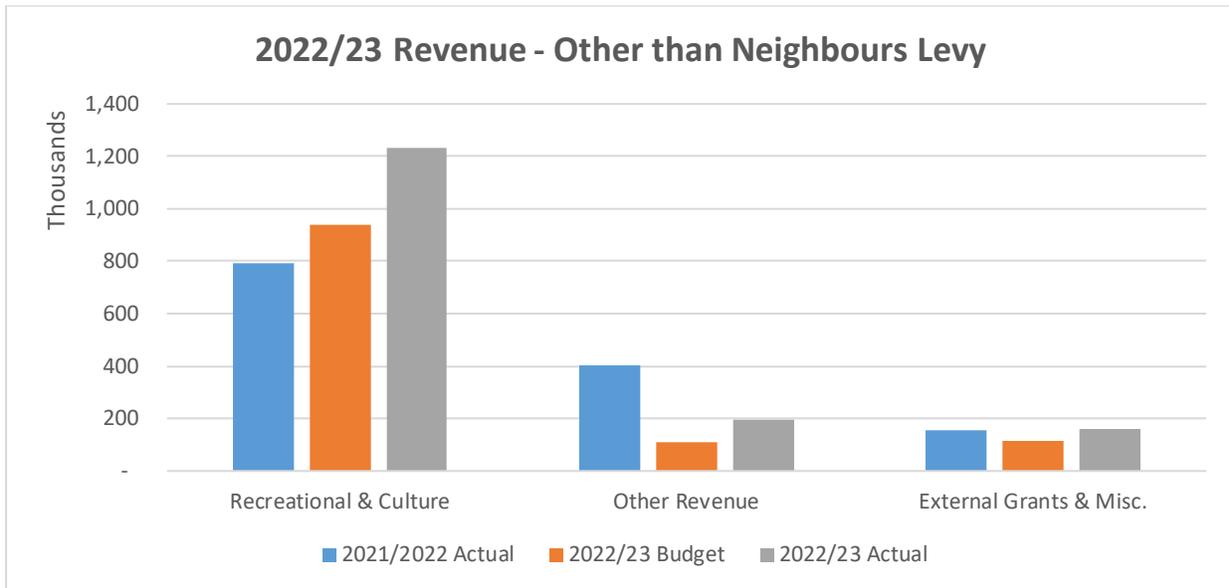
General Operating Services	558,250	93%	520,037	391,996
Communications	92,100	111%	102,177	126,186
Public Engagement	68,932	95%	65,238	69,773
<b>Total General Operation Services</b>	<b>2,185,755</b>	<b>96%</b>	<b>2,102,966</b>	<b>1,954,150</b>
<b>TOTAL EXPENDITURES</b>	<b>5,882,776</b>	<b>97%</b>	<b>5,693,106</b>	<b>4,942,080</b>
<b>BALANCE SURPLUS (OR DEFICIT)</b>	<b>(212,865)</b>		<b>10,038</b>	<b>42,329</b>

The 2022/23 operating budget included using the Unrestricted Net Assets to fund the deficit.

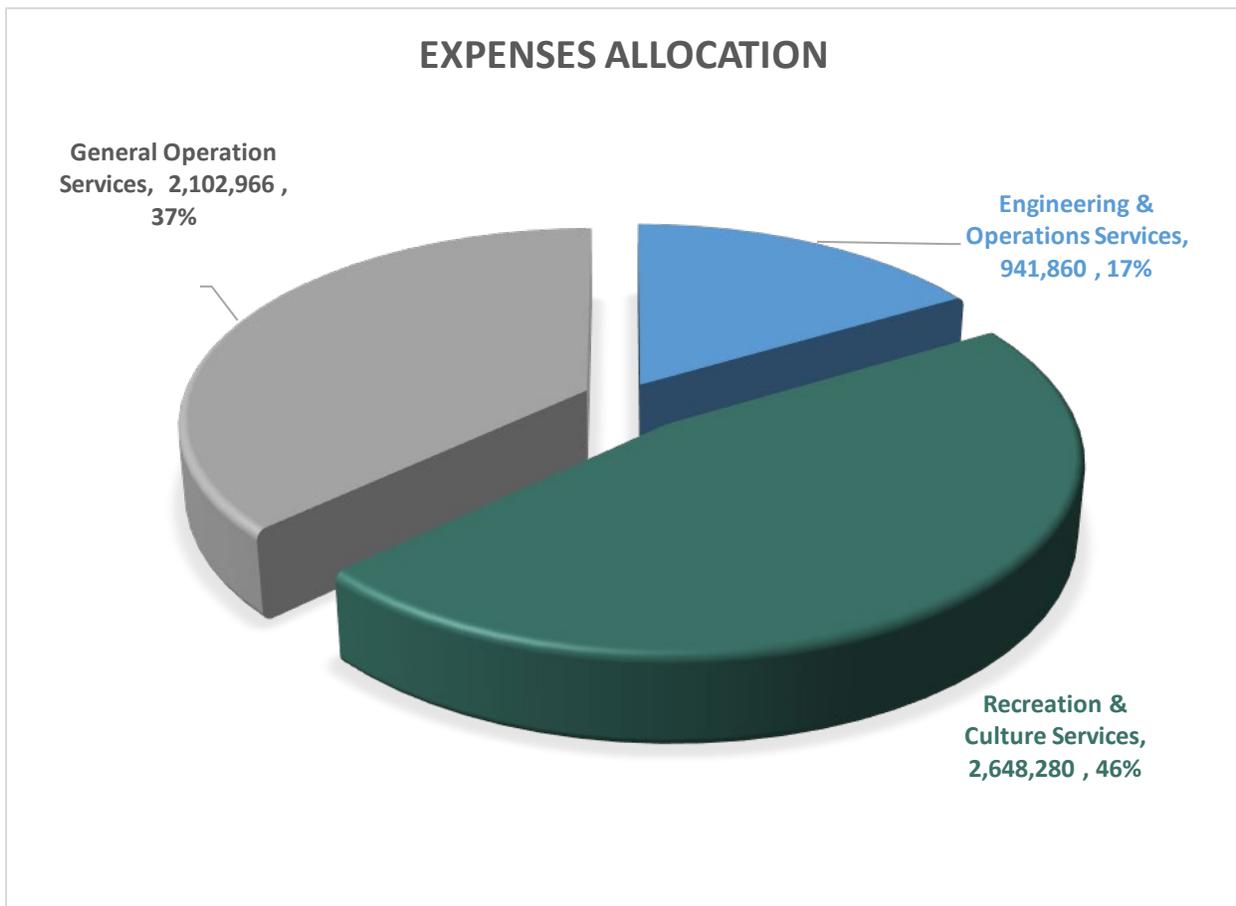
These supplementary notes are provided to assist as background information for the financial performance for fiscal 2022/23.

**Revenue for Fiscal 2022/23:**

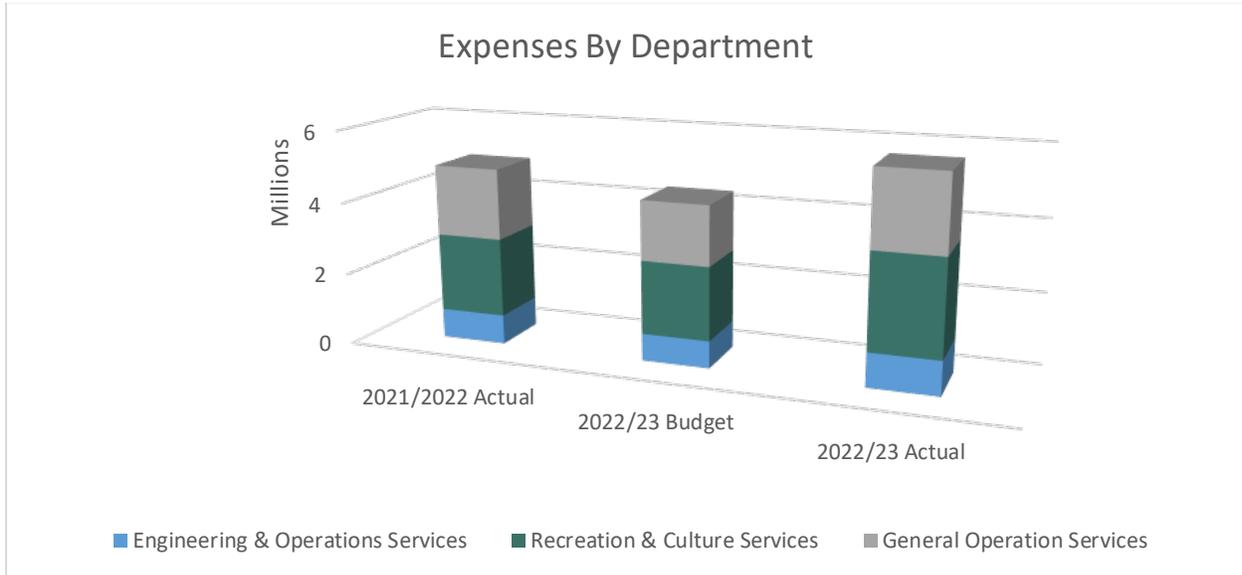




**Expenses Allocation for Fiscal 2022/2023:**



**Total Expenses Comparison for Fiscal 2022/23:**



**Vendors who had cheques issued to them over 100K for the fiscal year:**

Vendor	Total Payment	Description
Dexterra Integrated Facilities	\$ 175,524	Janitorial
Marsh Canada Limited	\$ 134,781	Insurance
Silver Star Painting & Renovation Ltd	\$ 153,492	Facility Maintenance
UBC Properties Trust	\$ 749,419	Common Area Maintenance

**Vendors who had cheques issued to them over 25K for the 4<sup>th</sup> Quarter:**

Vendor	Q4 Total	Payment Date	Amount	Description
Cloverdale Lawn & Garden Equipment Ltd.	\$ 39,191	2023-03-30	\$39,191	Landscaping
Dexterra Integrated Facilities	\$ 48,824	2023-01-16	\$14,917	Janitorial
		2023-01-30	\$1,294	
		2023-02-02	\$1,308	
		2023-02-16	\$9,336	
		2023-03-10	\$3,436	
		2023-03-16	\$13,278	
		2023-03-30	\$5,256	



Jennifer Siddon	\$ 45,695	2023-01-16 2023-02-16 2023-03-16	\$21,038 \$13,988 \$10,669	Consulting
Mills Office Productivity	\$ 25,180	2023-01-30 2023-03-10 2023-03-30	\$18,739 \$2,539 \$3,902	Office Furniture
Silver Star Painting & Renovation	\$ 52,748	2023-01-30 2023-02-16 2023-03-30	\$18,755 \$15,514 \$18,478	Facility Maintenance
UBC Properties Trust	\$ 168,643	2023-01-16 2023-02-02 2023-03-10	\$69,105 \$58,797 \$40,742	Common Area Maintenance
UBC Safety & Risk Services	\$ 52,686	2023-01-30	\$52,686	Insurance
UBC Utilities	\$ 29,796	2023-01-16 2023-01-30 2023-02-23 2023-03-30	\$23,300 \$5,677 \$444 \$374	Utilities
Vancouver Public Library	\$ 32,300	2023-01-16	\$32,300	Community Access

**Total Capital Items for Fiscal 2022/23:**

Location	Budget	YTD Total	Amount*	Comment
Wesbrook Community Center	\$ 57,300	\$ 42,236	\$ 2,569	Furniture & Fixture
			\$ 2,518	Computer & IT Equipment
			\$ 10,535	Tenant Improvement
			\$ 4,901	Multi-Media Equipment
			\$ 21,713	Recreation & Fitness Equipment
Old Barn Community Center	\$ 40,000	\$ 36,153	\$ 28,424	Furniture & Fixture
			\$ 3,025	Computer & IT Equipment
			\$ 4,705	Tenant Improvement
Office	\$ 170,500	\$ 94,502	\$ 18,014	Leasehold Improvements
			\$ 48,876	Computer & IT Equipment
			\$ 27,612	Furniture & Fixture
Roadway	\$ 20,000	\$ -	\$ -	Speed Bump Installation
<b>Total</b>	<b>\$ 287,800</b>	<b>\$ 172,891</b>	<b>\$ 172,891</b>	

\*Amount Net of disposal



Capital spending for fiscal 2022/23 totalled \$172.9K and all the budgeted capital projects were completed except for the Roadway Enhancement Project which is a joint project with UBC and was still under planning at the time the fiscal year closed.

For the Wesbrook Center, new budgeted gym equipment was purchased for the year (Spin bikes) and an emergency replacement of a HVAC unit took place (the UNA was subsequently reimbursed for this expenditure – which is reflected in the overall numbers). In Old Barn the hot water tank was replaced along with a venting system. In terms of the main office, some budgeted reno work was done as a result of the office space assessment in 2021/22. There was also budgeted cost for Firewall renewal for the year.

**Financial Implications**

None

**Operational Implications**

None

**Strategic Objective**

None

**Attachments**

None

**Concurrence**

None

Respectfully submitted,

---

Athena Koon  
Finance Manager



UNIVERSITY  
NEIGHBOURHOODS  
ASSOCIATION

**FINANCE & AUDIT  
COMMITTEE**

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

Sundance Topham  
Chief Administrative Officer



**Report Date:** June 5, 2023  
**Meeting Date:** June 20, 2023  
**From:** Sundance Topham, Chief Administrative Officer  
**Subject:** UNA-YMCA Letter of Intent

---

## **SUMMARY**

The UNA currently contracts the YMCA to provide before and after school care and child care in the UNA neighbourhoods.

Although these services are all performed under standalone agreements, the relationship between the UNA and YMCA was formalized in 2015 with the signing of a Letter of Intent.

As the main priorities within that Letter of Intent have been achieved, staff are recommending that the UNA enter into a new Letter of Intent with the YMCA.

## **DECISION REQUESTED**

THAT the Board agree to enter into the attached Letter of Intent with the YMCA and authorize the Chair to sign the Letter of Intent on behalf of the UNA.

## **DISCUSSION**

The UNA and YMCA entered into a Letter of Intent (“Letter”) in 2015 (attached as Schedule A).

The purpose of the Letter was to express collaborative principles and priorities for the parties, and to help provide some certainty around upcoming projects within the UNA neighbourhoods.

The key priorities within the Letter were as follows:

- i. Establishing a new YMCA child care centre, licensed capacity to be approved by Ministry of Health Community Care Licensing, at 5828 Thunderbird Blvd.
- ii. Establishing a new YMCA child care centre, licensed capacity to be approved by Ministry of Health Community Care Licensing, at the Wesbrook Place Community Centre.

The Letter also identified the exploration of other child care opportunities associated with future UNA development.



Now that the future opportunities as noted in the Letter have more certainty, it makes sense to confirm the relationship, specifically identifying the opportunities for partnerships moving forward.

The updated Letter of Intent is focused on the proposed child care to be created on Lot A (Formerly lots BCR5 and BCR6) – A 37 space licensed group child care center for children up to 5 years of age (25 spaced for children aged 3-5; and 12 infant/toddler spaces) – and contains the following priorities:

- i. Establishing a new YMCA child care centre, licensed capacity to be approved by Ministry of Health Community Care Licensing, located in Wesbrook Place at UBC (Lot A formerly lots BCR5 and BCR6).
- ii. Exploration of funding opportunities to support the proposed new YMCA child care centre, licensed capacity to be approved by Ministry of Health Community Care Licensing, located in Wesbrook Place at UBC (Lot A formerly lots BCR5 and BCR6).
- iii. Exploration of other child care opportunities associated with future UNA development.

There is value in entering into this Letter of Intent now, as the UNA partnered with UBC in an application for a *ChildCareBC New Spaces Fund Project grant* for the BCR6 site, but the application was unsuccessful, in part because a child care provider for the site had not been identified.

As noted within the document, the Letter of Intent is not intended to constitute a contract as no specific partnership or joint venture is created. Neither party can commit the other to any third party agreements. Any future operating agreements will come to the Board for approval.

**Financial Implications**

None

**Operational Implications**

None

**Strategic Objective**

None



**Attachments**

1. Schedule A – 2015 UNA-YMCA Letter of Intent
2. Schedule B – 2023 UNA-YMCA Letter of Intent

**Concurrence**

1. Wegland Sit, Operations Manager
2. Dave Gillis, Recreation 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

## LETTER OF INTENT

Between

**UNIVERSITY NEIGHBOURHOODS ASSOCIATION  
(UNA)**

And

**YOUNG MEN'S CHRISTIAN ASSOCIATION OF GREATER VANCOUVER  
("YMCA")**

### I. BACKGROUND

1. YMCA and UNA share a commonality of mission and purpose in their commitment to enhancing vibrant sustainable communities.
2. The Parties are also committing to building partnership and integrated strategies to effectively meet the child care needs of the residents of the University Neighbourhoods through development and provision of quality child care services.
3. Strengthening the foundations of community for 125 years, the YMCA is committed to the personal growth and development of children, youth, families and adults. Within a network of over 145 sites and 5 major facilities throughout the Lower Mainland, the YMCA is an established leader in childcare, wellness, recreation and rehabilitative programs, youth engagement, outdoor education and leadership development and housing.
4. The Parties wish to establish this Letter of Intent to formalize a commitment to work together to explore shared opportunities and strategies for developing child care in the University Neighbourhoods.

### II. COLLABORATIVE PRINCIPLES

The Parties agree to the following principles that will govern their respective roles and responsibilities:

1. The YMCA and UNA believe that effective collaboration with each other will create quality, sustainable child care services in the neighbourhoods at UBC.
2. Appreciating the spirit of collaboration underpinning the relationship between the Parties, this Letter of Intent is not intended to constitute a contract as no specific partnership or joint venture is created. Neither party can commit the other to any third party agreements.

3. Strategies and action plans to implement collaborative opportunities shall be based on identified goals and outcomes to be evaluated by the Parties at regular intervals.
4. Parties shall appoint leadership from each organization as the key contact (or designate) for proposed collaborative activity:
  - a. For UNA (Primary): Jan Fialkowski, Executive Director.  
For UNA (Alternate): Calvin Cheung, Director, Operations and Risk Management.
  - b. For YMCA (Primary): Kim Adamson, General Manager, Early Childhood & Family Development.  
For YMCA (Alternate): Craig Sheather, Vice President of Operations.

### **III. DEVELOPMENT PRINCIPLES**

1. The Parties will work together to:
  - i. Proactively seek collaborative opportunities for achieving shared organizational and community objectives and outcomes;
  - ii. Ensure a sustained, formalized and equitably represented process and structure (e.g. project team / working group) which enables the effective implementation of agreed-upon initiatives;
  - iii. Establish clear goals and outcomes including risk and fiscal equity for each organization within the project and community as a basis for collaboration;

### **III. COLLABORATIVE PRIORITIES**

1. The Parties agree that the first elements of the partnership will be jointly pursued and evaluated in the following areas:
  - i. Establishing a new YMCA child care centre, licensed capacity to be approved by Ministry of Health Community Care Licensing, at 5828 Thunderbird Blvd.
  - ii. Establishing a new YMCA child care centre, licensed capacity to be approved by Ministry of Health Community Care Licensing, at the Wesbrook Place Community Centre.
  - iii. Exploration of other child care opportunities associated with future UNA development.

**IV. MUTUAL ACKNOWLEDGMENT OF INTENT**

I acknowledge that I have read, have had an opportunity to seek clarification of, and understand the above Letter of Intent between the UNA and, the YMCA. I understand by signing this Letter of Intent, I have the authority to represent the interests of my organization (UNA or YMCA) and agree on behalf of my organization (UNA or YMCA) to proceed with the principles and priorities as indicated above.



Richard Alexander  
UNA Board Chair

25 APR 2015.

Date

\_\_\_\_\_  
Craig Sheather  
YMCA Vice President of Operations

\_\_\_\_\_  
Date



UNIVERSITY  
NEIGHBOURHOODS  
ASSOCIATION

## LETTER OF INTENT

Between

**UNIVERSITY NEIGHBOURHOODS ASSOCIATION**

(“UNA”)

And

**YMCA BC**

(“YMCA”)

### I. BACKGROUND

1. YMCA and UNA (The “Parties”) share a commonality of mission and purpose in their commitment to enhancing vibrant sustainable communities.
2. The Parties are also committing to building partnership and integrated strategies to effectively meet the child care needs of the residents of the University Neighbourhoods through development and provision of quality child care services.
3. Strengthening the foundations of community for 136 years, the YMCA is committed to the personal growth and development of children, youth, families and adults. Within a network of over 250 program sites and 8 major Health Fitness and Aquatics facilities across the province, from Fort St. John to the Sunshine Coast, YMCA BC is an established leader in childcare, wellness, recreation and rehabilitative programs, youth engagement, outdoor education and leadership development and housing.
4. The Parties wish to establish this Letter of Intent to formalize a commitment to work together to explore shared opportunities and strategies for developing child care in the University Neighbourhoods.

### II. COLLABORATIVE PRINCIPLES

The Parties agree to the following principles that will govern their respective roles and responsibilities:

**UNIVERSITY NEIGHBOURHOODS ASSOCIATION**

202-5923 Berton Ave., Vancouver, British Columbia V6S 0B3 T: 604.827.5158 F: 604.827.5375 reception@myuna.ca www.myuna.ca



1. The YMCA and UNA believe that effective collaboration with each other will create quality, sustainable child care services in the neighbourhoods at UBC.
2. Appreciating the spirit of collaboration underpinning the relationship between the Parties, this Letter of Intent is not intended to constitute a contract as no specific partnership or joint venture is created. Neither party can commit the other to any third party agreements.
3. Strategies and action plans to implement collaborative opportunities shall be based on identified goals and outcomes to be evaluated by the Parties at regular intervals.
4. Parties shall appoint leadership from each organization as the key contact (or designate) for proposed collaborative activity:
  - a. For UNA (Primary): Chief Administrative Officer  
For UNA (Alternate): Operations Manager
  - b. For YMCA (Primary): Vice President, Children and Youth Services  
For YMCA (Alternate): Manager, Development and Reporting.

### III. DEVELOPMENT PRINCIPLES

1. The Parties will work together to:
  - i. Proactively seek collaborative opportunities for achieving shared organizational and community objectives and outcomes;
  - ii. Ensure a sustained, formalized and equitably represented process and structure (e.g. project team / working group) which enables the effective implementation of agreed-upon initiatives;
  - iii. Establish clear goals and outcomes including risk and fiscal equity for each organization within the project and community as a basis for collaboration;

### III. COLLABORATIVE PRIORITIES

1. The Parties agree that the first elements of the partnership will be jointly pursued and evaluated in the following areas:
  - i. Establishing a new YMCA child care centre, licensed capacity to be approved by Ministry of Health Community Care Licensing, located in Wesbrook Place at UBC (Lot A formerly lots BCR5 and BCR6).



- ii. Exploration of funding opportunities to support the proposed new YMCA child care centre, licensed capacity to be approved by Ministry of Health Community Care Licensing, located in Wesbrook Place at UBC (Lot A formerly lots BCR5 and BCR6).
- iii. Exploration of other child care opportunities associated with future UNA development.

**IV. MUTUAL ACKNOWLEDGMENT OF INTENT**

I acknowledge that I have read, have had an opportunity to seek clarification of, and understand the above Letter of Intent between the UNA and, the YMCA. I understand by signing this Letter of Intent, I have the authority to represent the interests of my organization (UNA or YMCA) and agree on behalf of my organization (UNA or YMCA) to proceed with the principles and priorities as indicated above.

\_\_\_\_\_ Date \_\_\_\_\_  
 Richard Watson  
 UNA Board Chair

\_\_\_\_\_ Date \_\_\_\_\_  
 Craig Sheather  
 YMCA Vice President of Operations



**Report Date:** June 9, 2023  
**Meeting Date:** June 20, 2023  
**From:** Sundance Topham, Chief Administrative Officer  
**Subject:** UBC – Thunderbird Stadium Liquor License Application

---

**SUMMARY**

UBC Athletics and Recreation has applied for a liquor primary license for Thunderbird Stadium. As part of the review process residents within a 1.61 km radius of the stadium can comment on the proposal up until June 29, 2023.

Information regarding the application is provided for Board information.

**DECISION REQUESTED**

For information

**DISCUSSION**

UBC Athletics and Recreation has applied for a liquor primary license for Thunderbird Stadium. According to UBC officials the reason for the application is to provide for operational efficiencies, as currently, UBC Athletics and Recreation has to apply for a special event permit every time they hold an event where alcohol is served.

The application shows that the person capacity for the field is up to 15,606 and the proposed license hours are 11:00 am to 1:00 am seven days per week.

The application for the license flows through the local government of jurisdiction in the area, which in this case is Metro Vancouver. Metro Vancouver acts as the local government for commenting on liquor (and retail cannabis) applications that are processed by the BC Liquor and Cannabis Regulation Branch (LCRB). The LCRB is the decision-making body for these applications, and Metro Vancouver’s standard practice is to opt-out of local government comments on liquor applications as doing so means that the LCRB takes over the public input process and gathers the views of residents directly.

Carole Jolly from Campus + Community Planning (C+CP) was able to provide the following additional information regarding the application.

- Previously, events at Thunderbird Stadium have operated under Special Event Permits (SEP).

- UBC was encouraged by the LCRB to apply for a permanent, event-based license as they are looking to move established venues away from using SEPs on a regular basis.
- The liquor license application for the stadium is not a change in the current Stadium capacity or scope, nor is it a change in how events are operated and managed.
- This is an administrative change moving towards operational efficiencies for the department and for the University.
- Impact to residents will remain unchanged due to this administrative change.
- All events with liquor service are subject to compliance with the regulations and policies of the Liquor Control and Licensing Act.
- UBC Athletics and Recreation meet regularly and work closely with the RCMP, Fire, EMS and other external agencies and internal departments (UBC Parking, Campus Security, C&CP, etc.) on event planning and delivery.
- UBC Athletics and Recreation currently owns and operates three permanent liquor primary event-based licenses: War Memorial Gym, Doug Mitchell Arena, Gerald McGavin Rugby Pavilion.

As noted on the notice for the application, residents located within a 1 mile (1.61 km) radius of the proposed site may comment on this proposal by writing or emailing:

- **The General Manager c/o Senior Licensing Analyst  
Liquor and Cannabis Regulation Branch**  
PO Box 9292  
Victoria, BC V8W 9J8  
[LCRB.SLA@gov.bc.ca](mailto:LCRB.SLA@gov.bc.ca)

The notice also notes that petitions and form letters will not be considered.

### **Financial Implications**

None

### **Operational Implications**

None

### **Strategic Objective**

None



**Attachments**

None

**Concurrence**

None

Respectfully submitted,

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

Sundance Topham  
Chief Administrative Officer



**Report Date:** June 13<sup>th</sup>, 2023  
**Meeting Date:** July 20<sup>th</sup>, 2023  
**From:** Dave Gillis, Recreation Manager  
**Subject:** UNA Sponsorship Policy

---

## **Background**

The UNA does not have a policy directly relating to sponsorship. The UNA needs a sponsorship policy to determine the parameters and process for entering into sponsorship partnerships.

The UNA Sponsorship Policy is presented for Board approval.

## **Decision Requested**

THAT the Board approve the UNA Sponsorship Policy.

## **Discussion**

With the continued growth of the community there is an increased demand for UNA events and special occasions, which has led to increased expenditures, primarily due to increased attendance and rising prices.

In the interest of engagement, the UNA can serve its community better through strategic partnerships with local business to aid with the associated costs. The partnerships that present themselves are those focussed on sponsorship of UNA events and special occasions.

Sponsorship funds will go to support both community partnership and UNA run events throughout the year.

Community Partnerships: Diwali and Lunar New Year events are run in partnership with community groups, who have taken ownership of these events, and receive support from the UNA in exchange for facility space, resources, and a limited budget. In speaking with both community groups, the much-needed item to assist in the success of the events is funding, it is also the hardest to achieve. Through sponsorship of community groups, funding can be achieved creating a special partnership between the UNA, the doner and community groups.

UNA Event Sponsorship: As the UNA continues to build on the success of Lunar New Year, Neighbours Day, and other events, we have been approached by local businesses wanting to be a part of what we do. Currently we are looking at three forms

of sponsorship:

1. Event sponsorship, the association of a business or businesses name in exchange for 25-50% funding of the event.
2. Zone sponsorship, the association of a business or businesses name in exchange for a particular zone, examples being Kid Zone, Petting Zone,
3. Marketplace and Community sponsorship, the association of a business or businesses name in exchange for funding non-specific to the event, in which the sponsor would receive mention in marketing.

To move forward with all forms of sponsorship, the UNA requires a Sponsorship policy that outlines the criteria and procedures around sponsorship to ensure that all parties are treated fairly, and all administrative and financial procedures are followed.

The policy as attached provides the criteria and procedures. Some highlights of the policy are as follows:

- The UNA welcomes sponsorship support of its organizational efforts in the following areas:
  - Public Events
  - Volunteer Appreciation Events
  - Camps
  - Any other project or event which includes a significant number of participants and/or attracts a high level of community attention to provide adequate value to a potential sponsor.
- The UNA reserves the right to refuse or decline any offer of sponsorship at its absolute discretion or to negotiate with the sponsor concerning any aspect of a proposed sponsorship. The UNA also reserves the right to cancel a sponsorship if the result of maintaining it brings the UNA's public reputation and/or integrity into disrepute.
- Any sponsorship proposals exceeding \$30,000 in value will be brought forward to the UNA Board of Directors for review.
- The CAO is responsible for deciding whether sponsorships valued at less than \$30,000 will be solicited and/or accepted based on an assessment of the UNA's Constitution and Strategic Priorities.
- The CAO will report all offers of sponsorships to the Board.

### **Financial Implications**

2023-24 initiatives contained within the Recreation planning event schedule are funded through the 2023-24 approved budget. Any funding to the events, will be reported and



used as defined by any applicable sponsorship agreement. Multi-year sponsorships will be submitted for in future budgets and allocated specially to events or a specific event.

**Operational Implications**

Existing operational processes in place. Recreation, Finance, Communications and Administration.

**Strategic Objective**

The UNA Sponsorship Policy moves forward the Board’s strategic initiative of Creating Connection through developing strong relationships between the UNA and local businesses.

**Attachments**

- 1. UNA Sponsorship Policy
- 2. UNA Sponsorship Agreement (Sample)

**Concurrence**

- 1. None

Respectfully submitted,

---

Dave Gillis  
Recreation Manager

---

Sundance Topham  
Chief Administrative Officer



<b>SUBJECT:</b>	<b>UNA Sponsorship</b>	<b>POLICY #01-17</b>
<b>CATEGORY:</b>	<b>Administration</b>	
<b>AUTHORITY:</b>	<b>Board of Directors</b>	
<b>ADOPTED:</b>	<b>June, 2023</b>	
<b>AMENDED:</b>	-	
<b>REVIEWED</b>	-	

## PURPOSE

This policy provides a framework for the University Neighbourhoods Association (UNA) to solicit, evaluate, and, if appropriate, accept sponsorships from external organizations.

## SCOPE

Sponsorship is defined as a mutually beneficial exchange arranged in advance whereby the sponsor receives value in return for cash or goods- or services-in-kind provided to the UNA. As a result of this sponsorship, the UNA obtains support for a specified activity, and the sponsor receives acknowledgement in return for cash and/or products and services-in-kind to the UNA.

This policy is designed to be mindful of the UNA's status as a non-profit organization.

## POLICY STATEMENT

As a non-profit organization, the UNA actively encourages individuals, corporations, institutions, and other organizations to become sponsors in support of its organizational efforts. The purpose of sponsorships is to increase the UNA's ability to deliver services and to achieve the strategic goals of the UNA. The UNA welcomes sponsorship support of its organizational efforts in the following areas:

- Public Events
- Volunteer Appreciation Events
- Camps
- Any other project or event which includes a significant number of participants and/or attracts a high level of community attention to provide adequate value to a potential sponsor.

Sponsorships must be accompanied by a formal written agreement documenting the terms of the sponsorship and defining what the UNA will provide to the sponsor. The terms of sponsorship agreements will vary from sponsor to sponsor depending on the negotiations between the sponsor and the UNA.

The UNA will not accept sponsorships that:

- reflect in a negative manner on the UNA.
- do not align with its mission statement; and/or



- are not in the best interests of the UNA.

The UNA does not endorse, directly or by implication, any products, or services. Accepting a sponsorship does not imply endorsement of products or services by the UNA. A sponsorship does not automatically imply any exclusive arrangement with the UNA. The UNA retains control over any sponsored program, and sponsors are not provided input into operational matters relating to a sponsored project.

The UNA reserves the right to refuse or decline any offer of sponsorship at its absolute discretion or to negotiate with the sponsor concerning any aspect of a proposed sponsorship. The UNA also reserves the right to cancel a sponsorship if the result of maintaining it brings the UNA's public reputation and/or integrity into disrepute.

## **POLICY REQUIREMENTS**

In order to achieve the goals of this policy, the UNA will:

- solicit sponsorships.
- review sponsorships offered to support its operations; and
- enter into sponsorship agreements with sponsors it deems appropriate under this policy.

## **RESPONSIBILITIES**

### UNA Board of Directors

The Board of Directors will receive reports from the Chief Administrative Officer (CAO) regarding all sponsorships. The CAO will receive reports from the Recreation Manager regarding all sponsorships contained within the monthly Recreation Report. All sponsorship proposals will be brought forward to the CAO for review. Any sponsorship proposals exceeding \$30,000 in value will be brought forward to the UNA Board of Directors for review.

The Board of Directors will cancel any gift/donation or sponsorship if its effect is to bring the public reputation and/or integrity of the UNA into disrepute.

### UNA Chief Administrative Officer

The CAO will report all offers of sponsorships to the Board. The CAO is responsible for deciding whether sponsorships valued at less than \$30,000 will be solicited and/or accepted based on an assessment of the UNA's Constitution and Strategic Priorities. The CAO will review and may accept or refuse any sponsorship under the value of \$30,000. The CAO will forward any proposals sponsorship valued at more than \$30,000 to the Board for the Board's decision.

### UNA Recreation Manager or Designate

The UNA Recreation Manager or designate is responsible for drafting, signing and forwarding to the CAO for signature the formal written agreement or confirmation with the sponsor or

designate setting out the terms of the sponsorship, including any recognition to be provided to the sponsor.

### **Related Documents and Legislation**

- Sample Sponsorship Agreement



**UNA Neighbours Day  
SPONSORSHIP AGREEMENT**

THIS AGREEMENT made effective the 15 day of April, 2023.

**BETWEEN:** TBD (the “Sponsor”)  
123 Cambie Street #400  
Vancouver, BC V6B 4R3

**AND:** The University Neighbourhoods Association (the “UNA”)

**WHEREAS** the University Neighbourhoods Association, holds an annual Neighbours Day Event.

**AND WHEREAS** the Sponsor wishes to support the Neighbours Day Event and the UNA wishes to acknowledge such support.

**NOW THEREFORE** in consideration of the promises contained herein, the parties agree as follows:

**1. Term**

1.1. This Agreement shall be effective as of the date first written above and shall expire on September 30, 2023, unless terminated earlier pursuant to the terms of this Agreement (the “Term”).

**2. Sponsorship Rights**

2.1. The Sponsor wishes to support the Neighbours Day by contributing \$5,000 to the UNA according to the following payment schedule:

On or before April 1, 2023	\$3000.00
On or before June 1, 2023	\$1000.00
On or before August 1, 2023	\$1000.00

2.2. In consideration of the Sponsor’s support, upon receipt in full of the contributions listed above, the UNA will:

- a. Add the TBD logo to all promotional materials related to Neighbours Day including the Neighbours Day UNA website and promotional advertisement in print publications.
- b. Recognize TBD as a Sponsor in the Neighbours Day event materials;

**3. Trademark and Logo Use**

- 3.1. Upon the request of the UNA, TBD will provide its approved branding and logo materials, and hereby consents to their use in all promotional materials related to their sponsorship of Neighbours Day. The use of the UNAs name or logo in conjunction with any communications requires prior written approval by the UNA. The Sponsor is required to contact the UNA Recreation Manager to seek written approval to use the UNA name or logo in relation to this sponsorship. The UNA reserves the right to withdraw the use of the name or logo at any time with written notice to the Sponsor.

**4. Agreement Processing Information**

- 4.1. Cheques can be made payable to the University Neighbourhoods Association. A standard business receipt will be issued for said sponsorship in accordance with Canada Revenue Agency guidelines.

**5. Notices**

- 5.1. Inquiries, the completed Agreement, cheques, and any notices can be sent to the UNA at:

University Neighbourhoods Association  
Recreation Manager  
3335 Webber Ln  
Vancouver, BC V6S 0H3

Notices can be sent to the Sponsor at:

TBD  
123 Cambie Street #400  
Vancouver, BC V6B 4R3

This contact information may be amended from time to time by notice in writing by the relevant party.

**6. Termination**

- 6.1. Either party may, by notice in writing, terminate this Agreement upon 10 days' notice if the other party breaches any of the provisions of this Agreement.



7. **Miscellaneous**

- 7.1. Counterpart. This Agreement may be executed in counterparts and delivered by facsimile or electronic mail; such counterparts shall constitute the one and same instrument and shall be deemed to be dated as of the date first above written.
- 7.2. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein and the parties hereby attorn to the jurisdiction of the courts of BC.
- 7.3. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes any prior understandings between the parties whether oral or written, with respect to such subject matter.
- 7.4. Indemnity. Each party to this Agreement shall indemnify and hold harmless the other party, its officers, directors, agents, employees, or volunteers from any and all claims, demands, actions and costs whatsoever that may arise out of, directly or indirectly, such indemnifying party's performance of this Agreement or that of the indemnifying party's officers, directors, agents, employees, or volunteers.
- 7.5. Assignment. No party may assign this Agreement or any part of this Agreement, or any benefit, interest, or obligation herein.
- 7.6. PIPA. The University Neighbourhoods is a not-for-profit organization under the Personal Information Protection Act. The Sponsor and the University Neighbourhoods Association shall ensure that in implementing this Agreement, adherence is made to the requirements of the applicable privacy legislation and regulations.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

**On behalf of**  
**UNA Recreation Manager**

**On behalf of**  
**TBD**

Signature: \_\_\_\_\_  
Print Name: Dave Gillis, Recreation Manager  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_



## MINUTES

---

### PRESENT:

Ali Mojdehi, Chair  
Amer Abirafteh

Alice Bradley  
Nidhi Raina

### REGRETS:

Alexandra Bailey  
Jane Kang

Paul Li  
Michelle Niu

### STAFF:

Glenda Ollero, Communications Manager

### RECORDING SECRETARY:

Debbie Reimer, Mosaic Writing Group

### A. CALL TO ORDER

Ali Mojdehi, Chair, called the University Neighbourhoods Association (UNA) Community Engagement Advisory Committee (CEAC) meeting to order at 4:39 p.m.

#### Agenda Varied

The order of the agenda was varied to consider Item D prior to Item B.

### D. APPROVAL OF MINUTES

*Draft minutes of the January 19, 2023 UNA CEAC meeting was provided with the agenda material.*

#### It was moved (Ali Mojdehi) and seconded (Alice Bradley)

THAT the University Neighbourhoods Association Community Engagement Advisory Committee approves the January 19, 2023 minutes, as circulated.

**Carried**

#### Agenda Varied

The order of the agenda was resumed.

### B. INTRODUCTION OF NEW MEMBERS

#### 1. New Appointment: Paul Li

The member was not in attendance.

#### 2. New Appointment: Amer Abirafteh

The Chair welcomed Amer Abirafteh as a new member of the UNA CEAC and led a round of self-introductions.

## C. APPROVAL OF AGENDA

*Draft agenda of the April 12, 2023 UNA CEAC meeting was provided with the agenda material.*

**It was moved (Ali Mojdehi) and seconded (Amer Abirafeh)**

THAT the University Neighbourhoods Association Community Engagement Advisory Committee approves the April 12, 2023 agenda, as circulated.

**Carried**

## E. ITEMS/REPORTS

### 1. Social Event Planning

#### i. Introduction

Glenda Ollero, Communications Manager, provided information regarding a UNA newcomers social event and the appointment of the new UNA Event Organizer, Ruta Zastite.

#### ii. Discussion

Discussion ensued on:

- Residents have requested social events
- Suggestions regarding social events:
  - Amend the start time of events to promote the inclusion of children
  - Schedule a regular quarterly social event:
    - Additional social events could be planned
    - Dates of quarterly meetings promoted simultaneously
  - Events to be open to all residents
  - Refreshments be provided
  - Include food and games in all events
  - Include an exit survey to obtain attendee feedback
- Potential social event themes:
  - Game night
  - Multi-cultural night
  - Director's barbecue
- Themes must encourage socialization of attendees
- A budget of \$5000.00 could be utilized:
  - Concern regarding the payment of a staff facilitator
- Concern regarding the safety of a potluck event.

**It was moved (Ali Mojdehi) and seconded (Amer Abirafeh)**

THAT the University Neighbourhoods Association Community Engagement Advisory Committee directs staff to:

1. Identify dates for up to four social events;
2. Identify policies regarding food and food safety;
3. Identify cost projections;
4. Identify possible locations; and
5. Report back.

**Carried**

## **2. 2023-2024 CEAC Meeting Schedule**

*Document titled “Community Engagement Advisory Committee (CEAC) 2023-2024 Meeting Schedule” was provided with the agenda material.*

### **i. Introduction**

The Chair reviewed the meeting schedule.

### **ii. Discussion**

There was no discussion.

### **iii. Motion**

#### **It was moved (Ali Mojdehi) and seconded (Alice Bradley)**

THAT the University Neighbourhoods Association (UNA) Community Engagement Advisory Committee (CEAC) approves the 2023-2024 UNA CEAC meeting schedule, as presented.

**Carried**

## **3. Newcomer’s Guide**

### **i. Introduction**

The Communications Manager provided information regarding a newcomer’s guide and noted that a St. John’s College student would research information necessary for creating the newcomer’s guide.

### **ii. Discussion**

Discussion ensued on requirements for the newcomer’s guide:

- The guide or portions of the guide can be printed from the website by viewers
- Engage professionals to translate the newcomer’s guide
- The information is pertinent to new UNA residents.

## **F. ADJOURNMENT**

The University Neighbourhoods Association Community Engagement Advisory Committee meeting adjourned at 5:40 p.m.