



AGENDA

A. CALL TO ORDER

B. APPROVAL OF AGENDA

1. **Motion:** THAT the Board approve the October 17, 2023 Agenda as circulated.

C. APPROVAL OF MINUTES

1. **Motion:** THAT the Board approve the September 19, 2023 Minutes as circulated. 1

D. DELEGATIONS

1. TransLink Area Transport Plan – Adam Lougheed, Planner, TransLink and Angus 5
Beaty, Planner, TransLink
2. Operational Efficiency and Budgeting Concerns – Brad (Jiarong) Chen, Resident 16

E. EXTERNAL REPORTS & PRESENTATIONS

1. RCMP Update – Chuck Lan, RCMP Detachment Commander Staff Sergeant
2. Campus and Community Planning Report – Carole Jolly, Director of Community 33
Development and Engagement, Campus and Community Planning
3. Electoral Area A Monthly Report – Jen McCutcheon, Electoral Area A Director 36

F. REPORTS

1. October 2023 Management Report 44
2. UNA AGM 2023 and Bylaws Report – Chris Hakim, Corporate Services Specialist 58

Relevant Attachments:

- UNA Bylaws – 2023 Certified Copy 60

3. Hawthorn Community Garden Plot Replacement – Robyn Chan, Sustainability 74
Specialist

Relevant Attachments:

- Hawthorn Community Garden Map 77
- Badger Earthworks Replacement Project Quote 78
- Artisan Garden Replacement Soil Quote 79



Recommendation:

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 Hawthorn Community Garden Plot Replacement, which amount is estimated to be approximately \$70,000.
- b) Provide the UNA with written confirmation that the Neighbours' Fund may be used to make the payment to the UNA.

AND 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 request payment to the UNA.

- 4. 2023/24 UNA Staff Work Plan – 2nd Quarter Update – Sundance Topham, Chief Administrative Officer 80

Relevant Attachments:

- 2023/24 UNA Staff Work Plan – 2nd Quarter Update 82
- 5. Land Acknowledgement Report – Glenda Ollero, Communications Manager 89

Recommendation:

THAT the UNA Board of Directors direct staff to include a land acknowledgement statement on the UNA website.

- 6. Wesbrook Community Field Discussion – Wegland Sit, Operations Manager 91

Relevant Attachments:

- Artificial Playfield Joint Use Agreement – UBC-VSB 99
- Wesbrook Place Artificial Playfield License – UBC-UNA 121
- Investigation Phase Report from Richard Findlay Landscape Architect Inc. 138

Recommendation:

THAT the Board approve the design and infill material choice as recommended by the Operating Committee, which is a blended slit film/monofilament fibre turf system with a coated crumb rubber.

THAT the Board approve the withdrawal of \$1 million for the replacement project in which the money will come from the UNA's deferred contributions (\$400,000.00) and the Community Field Replacement Reserve in the Neighbours' Fund (\$600,000.00).

THAT the Board direct the UNA staff to work with UBC and the Vancouver School Board representatives to develop a new contribution agreement – specifically, a



contribution agreement that investigates alternative infill solutions for the next field replacement.

7. Thunderbird Stadium Liquor License Update – Sundance Topham, Chief Administrative Officer 146

Relevant Attachments:

- LCRB Decision of Site and Community Assessment [SCA] 149

8. Finance & Audit Committee Update

- a. 2024/25 Budget Process and Timing – Athena Koon, Finance Manager 154
- b. Neighbours’ Fund Audited Financial Statements – Athena Koon, Finance Manager 157

Relevant Attachments:

- 2022/23 Neighbours’ Fund Financial Statements 159

9. Neighbours’ Agreement Committee Update – Director Holmes 173

G. UNFINISHED BUSINESS

None.

H. NEW BUSINESS

None.

I. ADJOURNMENT

Recommendation:

THAT the Board adjourn into a Closed Session to discuss discussions and dealings with other entities or individuals where disclosure of the information could be harmful to the UNA’s interests; employee relations and other human resources matters; and the approval of minutes for a closed session or restricted closed session of a Board meeting.



MINUTES

PRESENT:

Richard Watson – Chair
Murray McCutcheon
Fei Liu
Jane Kang
Eagle Glassheim

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
Dave Gillis – Recreation Manager
Abdalla Hobi – IT Specialist (*leaves at 6:41pm*)
Emmanuel Samoglou – Communication Specialist
Chris Hakim – Corporate Services Specialist

A. CALL TO ORDER

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

The Chair acknowledged that the meeting was held on the traditional and unceded territories of the Musqueam people.

B. APPROVAL OF AGENDA

Moved by the Chair

Seconded by Director Glassheim

THAT the Board approve the September 19, 2023 Agenda as circulated.

Carried.

C. APPROVAL OF MINUTES

Moved by the Chair

Seconded by Director Kang



THAT the Board approve the July 18, 2023 Open Session Minutes as circulated.

Carried.

D. DELEGATIONS

None.

E. EXTERNAL REPORTS & PRESENTATIONS

1. Campus and Community Planning Neighbourhood Campus Action Plan Update

Chris Fay, UBC Director of Strategic Policy, and Kerry Shaw, UBC Senior Sustainable Energy Planner, presented the update contained in the meeting package, followed by questions from the Board.

2. Campus and Community Planning Report

Carole Jolly, UBC Director of Community Development and Engagement, presented the September 2023 report contained in the meeting package, followed by questions from the Board.

F. REPORTS

1. August & September 2023 Management Report

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

2. Appointment of the Chair of the 2023 UNA Annual General Meeting

The Corporate Services Specialist presented the report contained in the meeting package. No questions followed.

Moved by the Chair

Seconded by Director McCutcheon

THAT the Board appoint Eagle Glassheim as the chair of the 2023 UNA Annual General Meeting.

Carried.

3. Fiscal 2023/24 Q1 Financial Results

The Finance Manager presented the report contained in the meeting package, followed by questions from the Board.

4. Vista Point Childcare Facility Sublicense and Operating Agreement Modification and Fourth Extension

The Operations Manager presented the report contained in the meeting package, followed by questions from the Board.

Moved by the Chair

Seconded by Director Glassheim



THAT the Board approve the attached Childcare Facility Sublicense and Operating Agreement Modification and Fourth Extension and authorize the Chair to execute the agreement.

Carried.

5. Off Leash Dog Area – South Campus Greenway

The Chief Administrative Officer presented the report contained in the meeting package, followed by questions from the Board.

Moved by Director Glassheim

Seconded by Director Kang

THAT the Board appoint Chair Watson, Director Glassheim, and Director Kang to a working group to investigate off-leash dog areas with UBC Campus and Community Planning and provide recommendations to the UNA Board.

Carried.

6. Dog Leash Regulatory Rules Options

The Chief Administrative Officer presented the report contained in the meeting package, followed by questions from the Board and general discussion. The Board provided general feedback that further consideration of dog leash regulatory rules should follow after the work on designating an off-leash dog area has been settled.

7. Community Engagement Advisory Committee Update

Director Kang provided a verbal update. No questions followed.

a. May 24, 2023 Approved Minutes

There was no discussion regarding the meeting minutes.

G. UNFINISHED BUSINESS

None.

H. NEW BUSINESS

None.

I. ADJOURNMENT

Moved by the Chair

Seconded by Director McCutcheon

THAT the Board adjourn into a Closed Session to discuss the appointment of individuals other than Directors to, or removal from, a committee, working group, or other body; the appointment of an individual to fill a vacancy on the Board; and the approval of minutes for a closed session or restricted closed session of a Board meeting.

Carried.



UNA BOARD OF DIRECTORS MEETING
Open Session

September 19, 2023

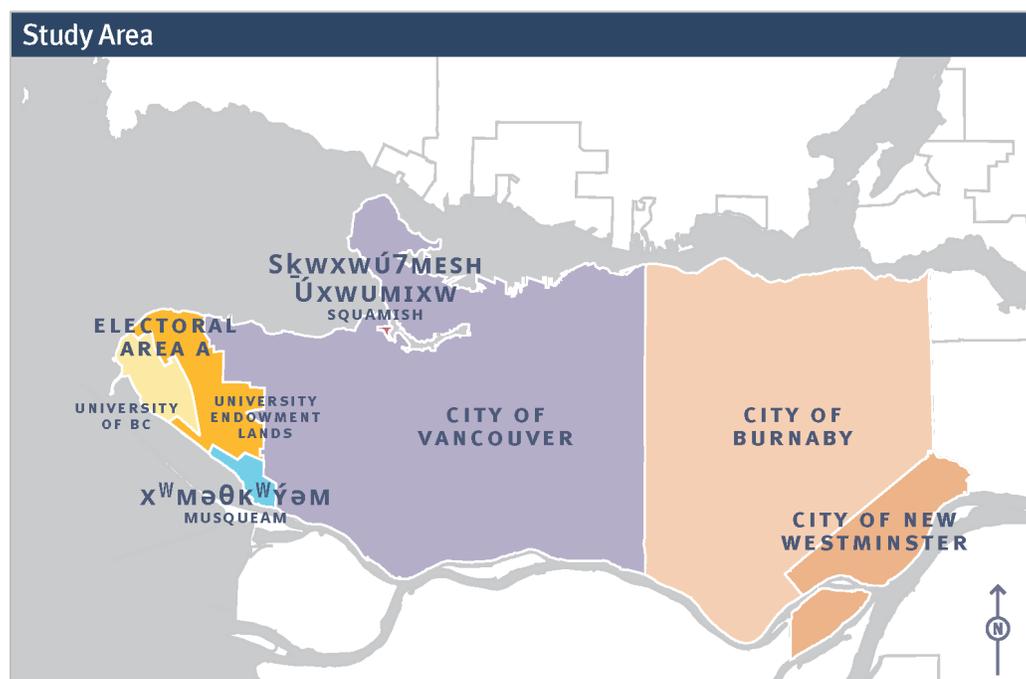
The meeting adjourned at 7:04 p.m.

Burrard Peninsula Area Transport Plan

[Project Summary]

WHAT IS THE BURRARD PENINSULA AREA TRANSPORT PLAN?

The Burrard Peninsula Area Transport Plan (BP ATP) will identify and prioritize recommended actions related to transit, cycling, walking, driving, and goods movement for the transportation network within the Burrard Peninsula. This area encompasses Burnaby, New Westminster, Vancouver, and Electoral Area A, which includes the University of British Columbia (UBC) and the surrounding University Endowment Lands (UEL). The study area also includes the traditional and unceded territories of several Indigenous Nations including Kwantlen First Nation, Kwikwetlem First Nation, Musqueam, Squamish Nation, Tsleil-Waututh Nation, and Qayqayt First Nation.



WHY DOES THIS PLAN INCLUDE ALL TRANSPORTATION MODES?

TransLink has an important job that goes beyond just buses and trains. We are in charge of planning and managing the transportation system for the whole Metro Vancouver area. The BP ATP will focus primarily on the local transit network, including transit priority infrastructure. The ATP will also consider active and safe streets as they relate to walking, cycling, and micro-mobility. We will also develop recommendations around the Major Road Network and regional goods-movement. TransLink's goal is to make sure goods and people can move around the region easily and safely.

WHAT DOES 'ACCESS FOR EVERYONE' MEAN?

The vision of *Access for Everyone* comes from TransLink's new Regional Transportation Strategy for Metro Vancouver: Transport 2050. Imagine a future where every person in Metro Vancouver – no matter who they are, where they live, or how they choose to get around – can easily connect to the places that matter most. The BP ATP will help create a more accessible and affordable transportation system that is fair, just, and inclusive.

Burrard Peninsula Area Transport Plan

[Project Summary]

WHY IS THIS PLAN FOCUSED ON THE BURRARD PENINSULA?

The Burrard Peninsula has seen a lot of growth since the last area transportation plans were completed. Today, many of the routes that serve the Burrard Peninsula study area travel across municipal boundaries. To better understand the needs of our growing transportation network, TransLink decided to combine the sub-regions of Burnaby and New Westminster with Vancouver and UBC. Together these municipalities and traditional and unceded territories of Indigenous Nations form the BP ATP study area.

WHAT'S THE PLANNING TIMELINE?

2023: Phase 1 – Issues and Opportunities

During this phase, we will ask people about how they travel in the area, what's working and what could be improved. We will also evaluate the design and recent performance of the transportation network and explore how land use and travel patterns will change over the next 10 to 15 years.

2024: Phase 2 – Priority Actions

During this phase, based on the feedback received in Phase 1 and our analysis work, we'll develop a range of recommended actions relating to the transit network, cycling and walking, as well as driving and goods movement. Towards the end of 2024 we'll ask the public for feedback on these actions and how to prioritize them for implementation over the next 15 years.

2025: Finalizing the plan

We will look to complete the planning process and finalize the plan in early 2025.

HOW CAN YOU PROVIDE INPUT?

Phase 1 Public Survey

In late September 2023 we will launch the first round of public engagement, which will include an online survey. Please visit the TransLink BP ATP project website (translink.ca/bpatp) between **October 10-27** to access the survey and provide feedback.

TransLink Listens

Join the thousands of TransLink Listens Insights Panel members and provide your feedback on transportation in the region, including the BP ATP planning process. These consultations are entirely voluntary and you may easily decline to participate. Please visit the TransLink website (translinklistens.ca) to sign up.

eNewsletter Subscription

Stay up to date on the BP ATP and other TransLink plans and projects through the TransLink eNewsletter. Please visit the TransLink website to sign up (translink.ca/rider-guide/translink-newsletters)

Project Email

Email us directly through the BP ATP project email (areatransportplanning@translink.ca) to share any feedback/suggestions you may have regarding the BP ATP and or the planning process.

Burrard Peninsula Area Transport Plan

University Neighbourhoods Association
Oct 17, 2023

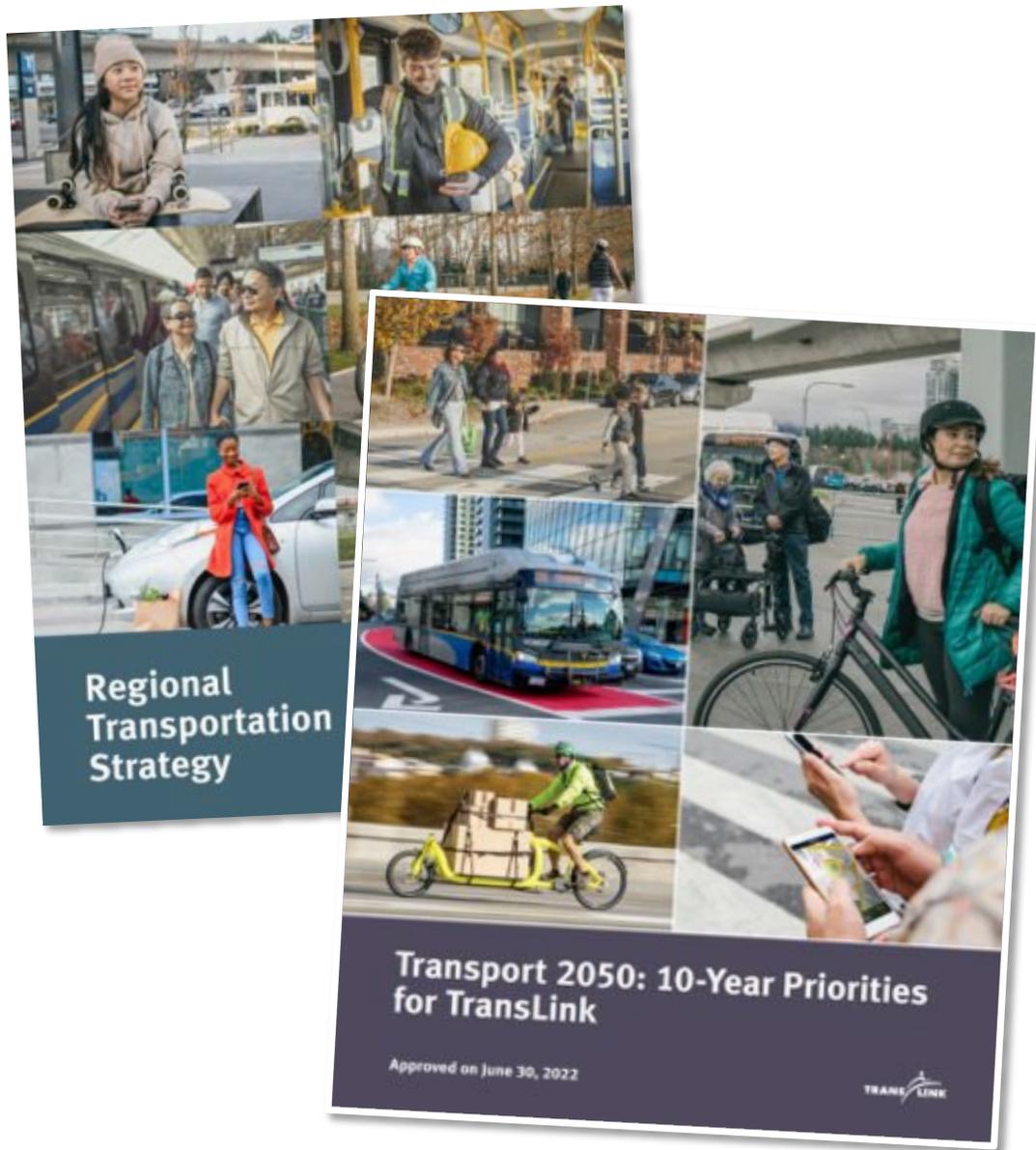


Together all the way



TransLink respects the Indigenous Nations within Metro Vancouver and acknowledges all First Nations, Inuit, and Métis Peoples for their continued resilience, sustainable stewardship, and as active members of the community for generations to come.

We recognize that in planning and managing the region's transportation system we have a role to play in supporting reconciliation with Indigenous Peoples.



Access for Everyone

The vision of *Access for Everyone* comes from TransLink's Regional Transportation Strategy for Metro Vancouver: Transport 2050. Imagine a future where every person in Metro Vancouver – no matter who they are, where they live, or how they choose to get around – can easily connect to the places that matter most. The BP ATP will help create a more accessible and affordable transportation system that is fair, just, and inclusive.

To advance the Transport 2050 concept of **Access for Everyone**, the BP ATP planning process will seek out meaningful opportunities to incorporate:

- **Reconciliation**
- **Social equity**

What is the BP ATP study area?

The BP ATP study area includes:

- Vancouver
- Burnaby
- New Westminster
- Electoral Area A (UBC/UEL)

The study area includes the traditional and unceded territories of several Indigenous Nations including:

- kwikwəłəm (Kwkwetlem First Nation)
- 'qwa:nł'ən' (Kwantlen First Nation)
- xwməθkwəyəm (Musqueam)
- Skwxwú7mesh Úxwumixw (Squamish Nation)
- səłílwətaʔt (Tsleil-Waututh Nation)
- qiqéyt (Qayqayt First Nation)

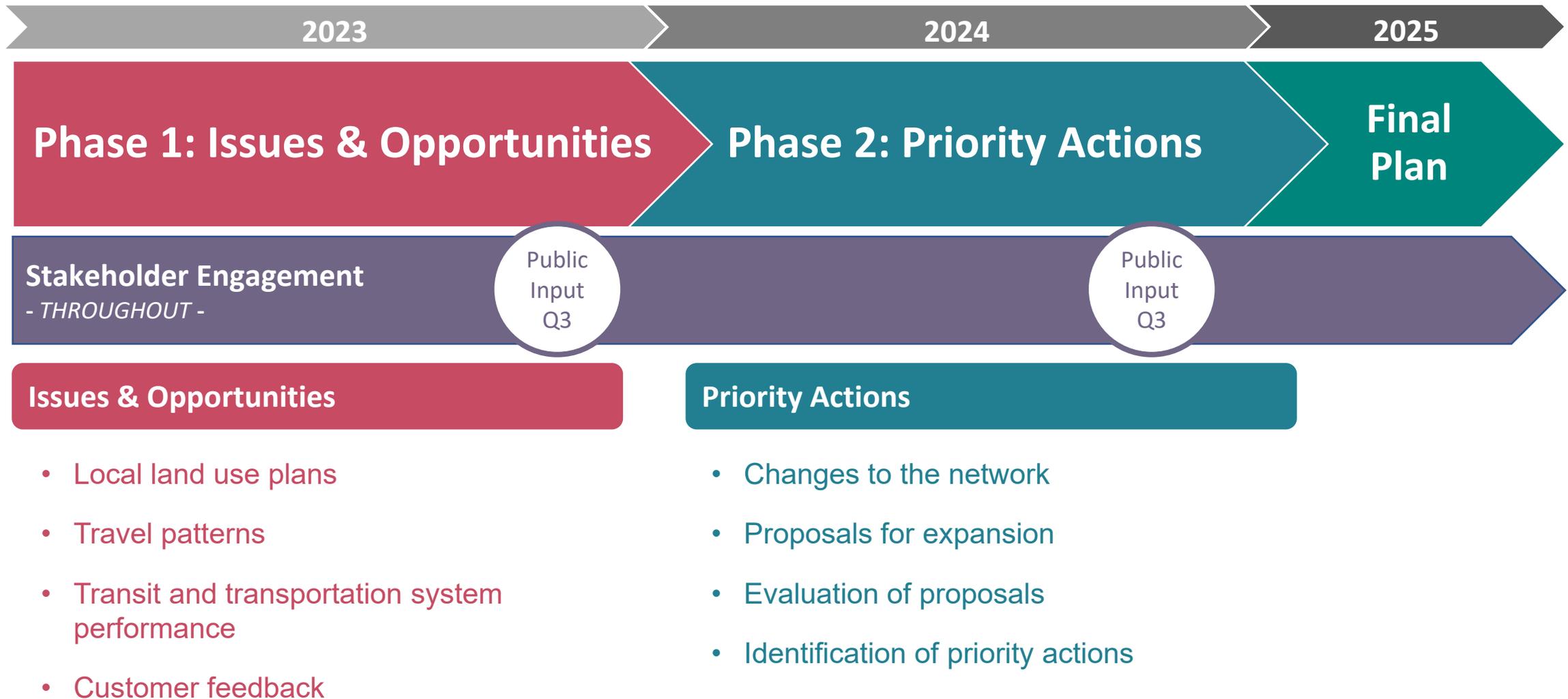


What's in scope for the BP ATP?

The **primary focus of ATPs is on the local transit network**, but it will also identify priority actions relating to other modes / areas of focus as identified in Transport 2050: 10-Year Priorities.



What is the planning process and timeline?



Phase 1- We're Listening

- **Public Survey-** online October 10-27 at the TransLink BP ATP project website (translink.ca/bpatp)
(survey available in Traditional Chinese, Simplified Chinese & Punjabi)
- **Subscribe to eNewsletter-** stay up to date on this and other projects by signing up at translink.ca/rider-guide/translink-newsletters
- **Project email-** send us your comments directly at areatransportplanning@translink.ca

Name of Delegate(s): Brad(Jiarong) Chen

Delegation Status:

Representing a Group/Organization/Business

Attending as an Individual

(Name of Group/Organization/Business)

Subject Matter: Operational Efficiency and Budgeting Concerns

Date of Meeting: 2023/10/17

Nature of Delegation Request:

I am requesting to appear before the Board to address concerns related to the operational efficiency and budgeting of the University Neighborhood Association (UNA). Specifically, I will be discussing the challenges and opportunities for improvement in the areas of revenue sources, cost categories, and community center operations.

My delegation request is aimed at providing valuable insights and recommendations to enhance the overall efficiency and effectiveness of UNA's operations. I will present findings, suggest solutions, and request the Board's attention and action on these important matters.

Additionally, I will adhere to the delegation guidelines, including limiting my presentation to five minutes, being prepared to answer questions from Board members, and maintaining a courteous and respectful demeanor throughout the presentation.

I will also submit an electronic copy of my presentation materials no later than 12:00 noon on the day of the meeting and ensure that any documentation intended for inclusion in the Board package is submitted to the UNA by the specified deadline.

Thank you for considering my delegation request, and I look forward to the opportunity to address the Board on these critical issues.

Additional Documentation and Presentation Materials:

Additional Documentation attached? Yes No

Additional Documentation to be provided in the Board Package? Yes No

Will a Presentation be made? Yes No

Note: *An electronic copy of the presentation is required to be submitted to the UNA no later than 12:00 noon the day before the meeting.*

Enhancing Operational Efficiency: A Resident's Perspective on UNA

Brad Chen

brad.chen@hotmail.com

2023.10.17

Introduction: Brad Chen

- Resident of our university neighborhood for 4 years, and I love our vibrant and beautiful community.
- 2-year Folio Strata Council Member.
- Founder & CEO of VC-backed cloud service company serving 10,000 online merchants in China.
- Early-stage venture capitalist at Sinovation Ventures.
- Deputy GM of Microsoft Online Service China, managing multi-hundred-million-dollar annual revenue.
- eMBA from École des Ponts Business School (2005-2007).
- Here today as a concerned resident passionate about our neighborhood's success.

Agenda

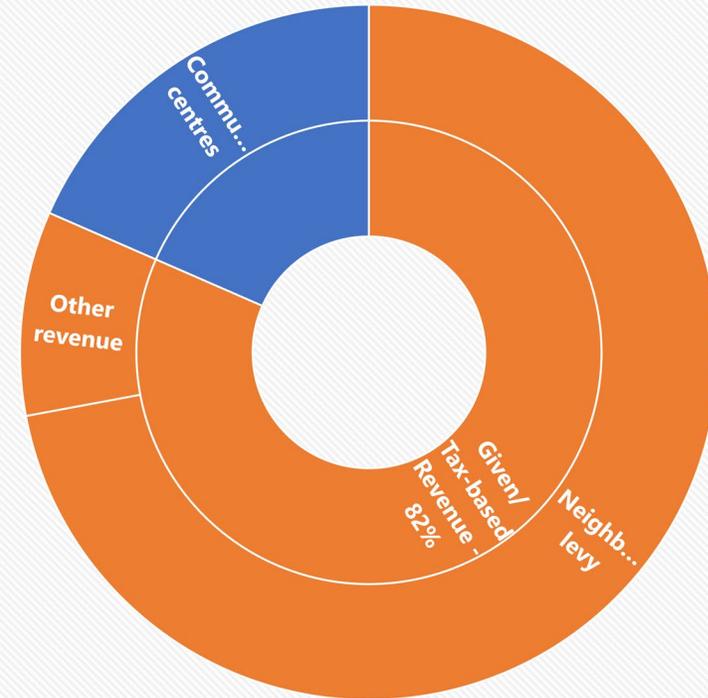
- Revenue, Cost Categories and Key Findings
- Community Center Operational Efficiency
- Suggested Solutions
- Requests to the Board of Directors
- Q&A

UNA Revenue Sources

- A significant portion(82% in 2023) is derived from taxes or given funds, while a smaller fraction comes from its own operations.
- Good news is, being a not-for-profit organization, there's no need to worry about the top line and bottom line as most of companies do
- Challenge lies in how to spend the money wisely and effectively

	2023
REVENUE	
Community centres	\$ 1,051,208
Neighbours' levy (Note 11)	4,110,109
Other revenue	541,827
	5,703,144

UNA Revenue Sources Breakdown



■ Operation Generated Revenue - 18% ■ Given/Tax-based Revenue - 82%

UNA Cost Structure & Findings

Category	Percentage of Total Costs	Yearly Growth Rate (%)	Impact and Value
Engineering and Operations Services	17%	4.8%	Infrastructure that benefits all residents.
Recreation and Culture Services	46%	9.9%	Community centers serving specific users.
General Operational Services	37%	17.5%	Administrative overheads with limited direct outcome.

- How can UNA align its expenditure and budgeting with its positioning and strategic priorities, exploring potential cost optimizations beyond infrastructure-related tasks, while reducing overheads?

University Neighbourhoods Association	2022-2023 Approved	2023-2024 Approved	YoY
EXPENDITURES			
Engineering and Operations Services			
Parking and Bylaw Enforcement	\$ 161,711	\$ 161,856	
General Maintenance	93,200	132,520	
Common Area Maintenance Fees			
Landscaping	417,089	1,249,736	- UBCPT \$733,256
Road, Gutter and Sidewalk Maintenance	51,000	53,550	
Streetlights	53,000	53,000	
UBCPT Management Fees	80,000	-	
Electricity	95,000	80,000	
Other Common Area Maintenance Costs	50,000	52,500	
Total Engineering and Operations Services	1,001,000	1,783,161	+4.8%
Recreation and Culture Services			
Wesbrook Community Centre	489,241	529,650	
Old Barn Community Centre	208,283	219,602	
Recreation Salaries and Benefits	1,154,995	1,292,487	
Programming	650,500	708,500	
Fields	18,000	18,000	
Community Access (VPL)	120,000	120,000	
Community Support	55,000	76,500	
Total Recreation and Culture Services	2,696,019	2,964,739	+9.9%
General Operation Services			
Administration Salaries and Benefits	1,241,825	1,540,274	
Sustainability	29,118	32,029	
General Operating Services	558,252	662,889	
Professional Fees	195,530	155,660	
Communications	92,100	106,000	
Public Engagement	68,932	71,380	
Total General Operation Services	2,185,757	2,568,232	+17.53%
TOTAL EXPENDITURES	5,882,776	7,316,132	
SURPLUS OR (DEFICIT)	(212,865)	(0)	
Transfers from Reserves and Restricted/Unrestricted Net Assets			
Transfer from Restricted Net Assets	67,471	-	
Transfer from Unrestricted Net Assets	145,394	-	
BALANCE	\$ 0	\$ 0	

Community Centre(CC) Operational Efficiency

- My analysis reveals that UNA CCs exhibit lower operational efficiency compared to city-owned CCs, even when considering the park board's support.

STATEMENT OF REVENUES AND EXPENDITURES | Year Ended March 31, 2023

	2023	2022
REVENUE		
Community centres	\$ 1,051,208	\$ 586,527
Neighbours' levy (Note 11)	4,110,109	3,633,645
Other revenue	541,827	764,237
	5,703,144	4,984,409
COMMUNITY SERVICES		
Communication	81,029	105,677
Community access	64,600	70,100
Community centre	Total Costs 2,387,427	1,941,096
Direct operating costs	647,538	565,614
Programming	765,099	507,598
Salaries and benefits	974,790	867,884
Community support	55,251	37,352
General and administrative	462,976	506,610
General Meetings	13,195	36,847
Salaries and wages (Note 13)	1,288,526	1,137,097
Sustainability	33,391	15,366
	4,386,395	3,850,145

West Point Grey Community Centre Association

Incorporated under the British Columbia Societies Act

STATEMENT OF OPERATIONS

Year ended August 31

	2022 \$	2021 \$
REVENUE		
Activities	742,796	306,324
Rentals	208,234	11,151
Licensed preschool	85,019	81,515
Government grants [note 13]	59,778	84,982
Wage subsidy - government assistance [note 15]	21,933	52,862
Interest	19,858	15,270
Vending and other	—	52
	1,137,618	552,156
EXPENSES		
Accounting and audit	20,055	18,211
Activities	62,452	18,527
Advertising, newsletter and brochure	7,615	1,366
Bank, credit card charges and online charges	22,474	10,869
Board staff expenses	37,730	46,559
Contracts, wages and benefits	609,437	309,802
Education and training	225	968
Group I wages [note 12]	104,009	11,883
Legal [note 17]	23,542	49,376
Non-capital equipment	—	26
Office, supplies, insurance and other	9,977	7,259
Operation fee [note 14]	—	4,079
Rental expenses	19,286	3,690
Repairs and maintenance	2,882	513
Subscription fee [note 14]	12,422	5,930
Youth room renovations [note 13]	—	118,314
	932,106	607,372
Revenue over (under) expenses before amortization	205,512	(55,216)
Amortization of tangible capital assets	(8,689)	(10,085)
Revenue over (under) expenses for the year	196,823	(65,301)

Joint operating agreement [note 14]

Community Centre Operational Efficiency – Financial Findings

- Over the past 4 years, UNA's CCs experienced a significant revenue drop, particularly in 2021 when revenue decreased by as much as 79% due to the COVID-19 pandemic. This decrease is notably higher than other city-owned CCs, yet expenses did not decrease proportionally, highlighting limited financial flexibility during crises.

-79% YoY, much higher than the West End and Kitsilano community centers

University Neighbourhoods Association	2023	2022	2021	2020
REVENUE				
Community centres	1,051,208	586,527	180,154	887,774
Neighbours 'levy (Note 11)	4,110,109	3,633,645	3,657,288	2,983,774
Other revenue (Note 14)	541,827	764,237	995,938	505,333
	5,703,144	4,984,409	4,833,380	4,376,881
COMMUNITY SERVICES				
Communication	81,029	105,677	84,025	104,017
Community access	64,600	70,100	138,379	120,935
Community centre				
Direct operating costs	647,538	565,614	441,184	506,195
Programming	765,099	507,598	224,795	510,049
Salaries and benefits	974,790	867,884	642,853	900,020
Sub-total	2,387,427	1,941,096	1,308,832	1,916,264
Losses	-1,336,219	-1,354,569	-1,128,678	-1,028,490
Community support	55,251	37,352	33,832	17,282
General and administrative	462,976	506,610	412,587	334,380
General Meetings	13,195	36,847	31,506	35,533
Salaries and wages (Note 13)	1,288,526	1,137,097	1,008,882	939,857
Sustainability	33,391	15,366	9,818	14,356
	4,386,395	3,850,145	3,027,861	3,482,624
MUNICIPAL SERVICES				
Common area maintenance	826,932	675,159	559,633	110,345
Direct operating costs	108,901	133,016	113,104	516,716
Insurance	180,601	133,626		627,061
	1,116,434	941,801	672,737	267,196
Excess of revenue over expenditures before other income or expenses	200,315	192,463	1,132,782	
OTHER INCOME OR EXPENSES				161,401
Amortization of capital assets	200,285	189,237	176,300	-39,103
Amortization of deferred capital contributions	-22,220	-39,103	-39,103	142,314
Loss on disposal of capital assets	12,212			
	190,277	150,134	137,197	264,612
EXCESS OF REVENUE OVER EXPENDITURES FOR THE YEAR	10,038	42,329	995,585	2,584

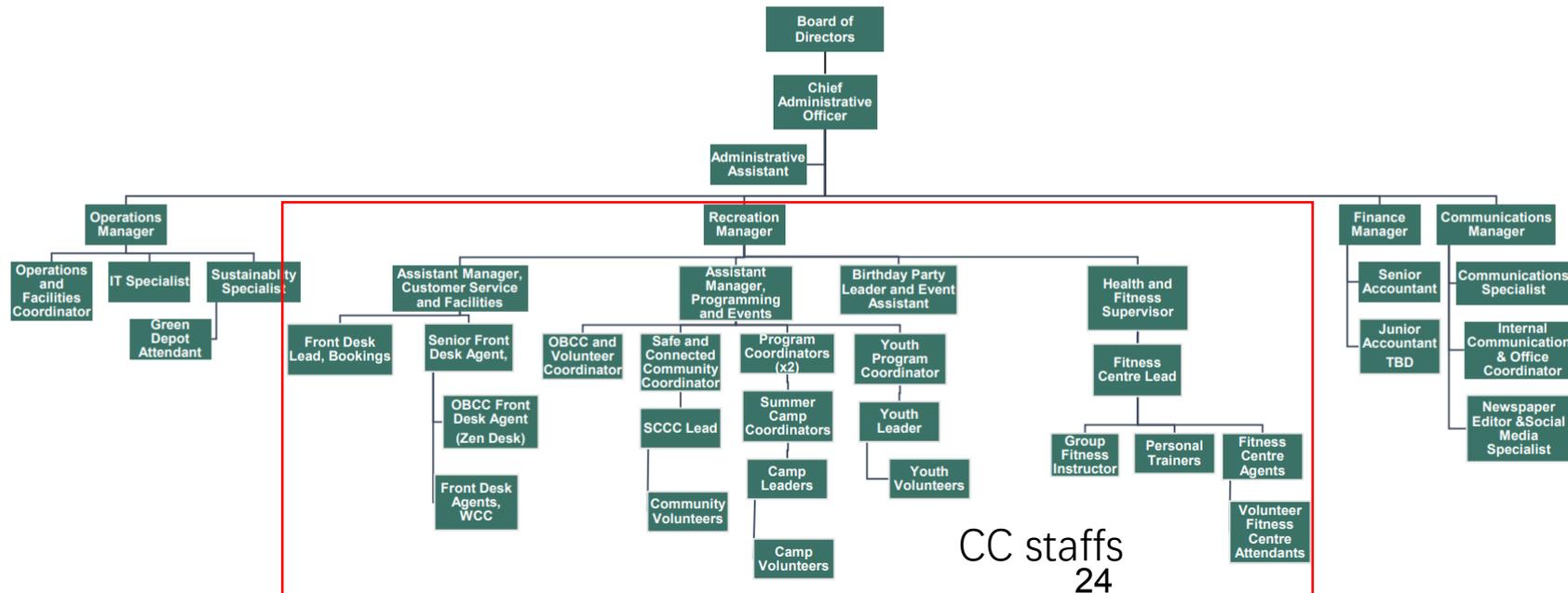
Maintaining \$1-1.3 million elevated losses

Staffing and Organizational Structure Comparison

- UNA's CCs employ over 20 staff members, while a similarly sized city-owned CC employs only 6 staff members. Salaries and benefits alone cost approximately 1 million dollars, raising concerns about staffing efficiency.
- UNA's staffing model involves splitting one program across multiple staff members, while city-owned CCs have staff members covering multiple programs. This difference in staff responsibilities may contribute to operational inefficiency.



ORGANIZATIONAL CHART DECEMBER, 2022



HOME PROGRAMS EVENTS REGISTRATION FACILITIES ABOUT WPGCC AND WPGCCA GET

STAFF LISTINGS

HELEN CHIU
Community Recreation Supervisor
604.257.8161 | helen.chiu@vancouver.ca

LEEANNE TRIEU
Program Assistant III / Rentals Coordinator
604.257.8169 | leeanne.trieu@vancouver.ca

ANDREA MAH
Recreation Programmer II - Preschool, Children, Youth, Day Camps and Special Events
604.257.8149 | andrea.mah@vancouver.ca

KRISTIAN HILDEBRANDT
Recreation Programmer II - Adults, Seniors, Pottery and Fitness Centre
604.257.8147 | kristian.hildebrandt@vancouver.ca

JESSIE MANN
Recreation Facility Clerk (RFC)
jessie.mann@vancouver.ca | 604.257.8140

DANITA NOYES
City Wide Arts Programmer
604.257.1434 | danita.noyes@vancouver.ca

Comparison of Annual Reports

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Kitsilano War Memorial Community Association



ANNUAL REPORT 2023



Program Committee Report Page 1/4

2021 was a unique and at times challenging year, with the provincial health order constantly changing the rules, restrictions and requirements. It was definitely a year that kept both the staff and the customers on their toes. However through it all, we witnessed the resilience of our customers and how much our program and services mean to them. We truly have a dedicated community that continues to stick with us throughout the year and take part in our programs, events and workshops. We had 7,012 registered participants and 2,238 drop-ins to our programs.

Preschool & Children's Programs

Registration continued to go well for both Preschool and Children's programs. Many programs were fully registered. New maximums due to Risk Management were put in place in the Fall. This resulted in a decrease of maximum registration for Music with Marnie from 18 to 12 maximum. Other preschool programs such as dance and Sportball went from a maximum of 10 to 8. Music with Marnie, moved into Snowy's Lounge in the Fall and Music Together utilized the new and improved Hobby Room. Early 2021 saw some creativity with Parent & Tot Gym as single-family sessions. Parent and Tot received a makeover of equipment and welcomed Anna S in mid-September as the new Parent & Tot Leader.

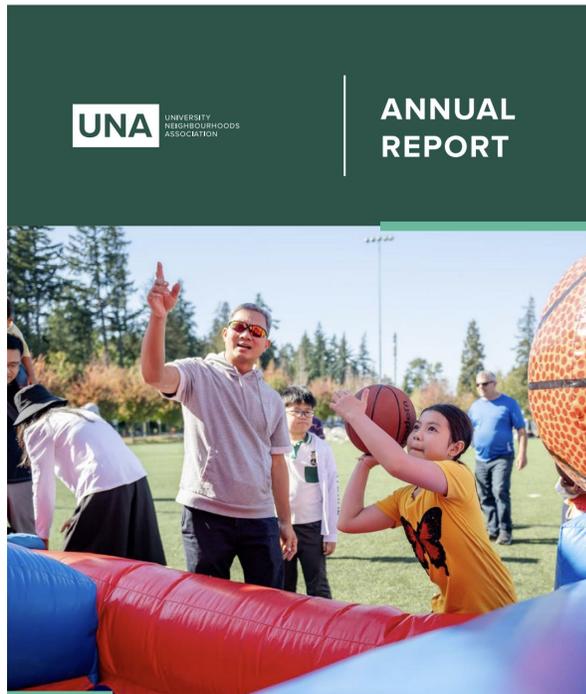
Taekwondo returned in the spring as Port Moody Taekwondo. Birthday Parties also resumed in October and parents were delighted. Piano and Violin lessons continued to be popular. All-in-all it was a busy, crazy, well-attended year. I know the community was grateful and programming thrived through this time.

Kitsilano War Memorial Community Association Annual Report 2022

In-depth reports from committees with key program metrics, achievements, challenges, and plans.

UNA annual Report 2023

- UNA: Well-designed, but lacks detailed content, particularly regarding program metrics and achievements.



2022-2023

UNA ANNUAL REPORT 2022-2023

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OPERATIONAL CAPACITY

The UNA continues the foundational work to streamline processes, build staff skills and ensure there are adequate resources to support the Board and the UNA in meeting its mandate.

Strategy

To have the administrative resources and processes in place at the UNA to deliver the mandated services and support the work of the Board.

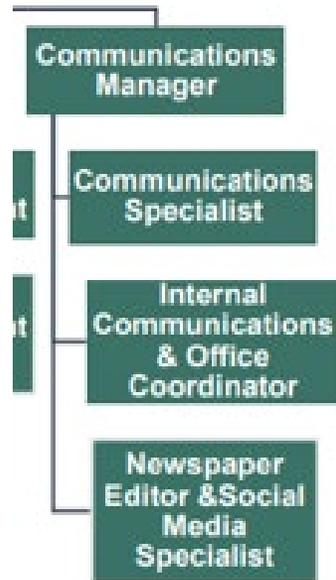
Goals 2018 - 2022

- To develop a professional development and compensation policy.
- To create and implement metrics to measure service delivery.
- To develop a robust Information Technology (IT) platform that supports internal and external information exchange.
- To align operations and allocation of resources with strategic priorities.

Key Accomplishments 2022 - 2023

- The UNA has hired additional staff for the Operations Department to increase its capacity in landscape management, infrastructure management and information technology management.
- The UNA has completed the development of a professional development and compensation policy for UNA staff.
- The UNA Recreation Department and Communications Department have started benchmarking for metrics and are in the processing of investigating other data points for future reporting.
- The implementation of the Records Management Plan has reached its final phase. All the organization's files have been migrated to a new network drive and the work for migration to the cloud is currently underway.

Marketing Team



UNA's 4-employee team compared to West Point Grey's MAP Volunteer Committee.

WEST POINT GREY COMMUNITY CENTRE ASSOCIATION

Marketing and Partnerships Committee

2021-2022

Submitted on behalf of MAP Committee members: Darcy Higgs and Keta Kosman (Co-Chairs), Elizabeth Murphy (President), Murray Hendron (Vice-President), Dennis Higgs, Andrea Mah (Staff) and Sarah Ripplinger (Community Engagement Coordinator).

Mandate:

The Marketing and Partnerships Committee (MAP) is a volunteer committee of the Board of Directors of the West Point Grey Community Centre Association (WPGCCA). Our mandate is to promote and advertise the Community Centre, its programs and events through its website, brochures, social media, and other avenues and to establish and maintain relationships within the community.

MAP Activities:

The COVID-19 pandemic has caused many of the Community Centre's programs to be cancelled or severely curtailed since March 2020. During this time the MAP committee has not conducted formal meetings but marketing initiatives have continued, and are increasingly becoming more active.

The following activities were conducted by or on behalf of the West Point Grey Community Centre Association's Marketing and Partnerships Committee in 2022 (this update was graciously supplied by Sarah):

The Marketing and Partnerships Committee has overseen the work of the Community Engagement Coordinator (CEC), who has distributed the monthly electronic newsletter throughout the 2022/23 fiscal year, receiving an average open rate of 50%, far exceeding the average for our sector. Newsletter engagement has also remained high, with around 200-300 clicks per newsletter from an email list of around 3,500. The inclusion of partner content from Village Vancouver in the form of recipes and crafts has received particularly good engagement and will continue to be pursued and included whenever possible. The inclusion of graphical elements in the form of posters that can be repurposed on social feeds have also been a useful addition to our newsletter contingent. Additional program promotions have been made through David Eby's newsletter and local news media.

The CEC has continued to promote Centre programming, including special events and workshops, on the Community Centre's Facebook, Twitter and Instagram feeds, along with promoting the social posts of affiliate and partner organizations, such as McBride Fieldhouse, Artists in Residence, the Jericho Arts Centre and the Jericho Stewardship Group. Patron feedback through the Facebook page has increased in recent years, with 2022/23 being a particularly active fiscal year for private messages to staff through the platform.

The CEC has updated the website regularly, including some program pages and the homepage, ensuring that they promote program registration through the current Recreation Guide, as well as upcoming special events and any facility or staff announcements. Patron, staff, and Board profiles and guest articles, such as the Village Vancouver recipe and craft articles, were also uploaded to the website and linked to from social feeds and the newsletter.

Case Study: Public Consultation on UNA Budget (2023-24)

FINANCE

Budget Public Consultation:

The draft 2023-24 UNA budget was presented to the Board at the January Board meeting and was posted on the UNA website from Friday January 27th to February 5th, 2023 for public consultation. **No public feedback was received** for this year and the draft budget is now ready to be approved by the Board and submitted to UBC.



UNA Budget Consultation

The UNA is providing its members with its draft operating and capital **budgets** for fiscal year 2022-2023 for the purpose of soliciting feedback.

An information package has been prepared for community input. It contains the draft **budget** (developed with input from the UNA Board of Directors, the UNA Finance Committee and staff, and guided by the UNA Strategic Plan) and a summary of changes and highlights.

The UNA Finance Committee will include the community's feedback in its recommendations to the UNA Board of Directors. The public consultation period ends on February 18, 2022, 12 p.m.

More information can be found on the link below.

[Send Your Feedback](#)

Don't miss out and stay informed! The UNA distributes a **community newsletter** every **Friday** to inform the community of upcoming news, facility and road closures, parking information, governance and committee information, recreation programs, events, free tickets and other important information. [SUBSCRIBE NOW](#)

In an effort to engage the community in the 2023-24 UNA budget drafting process, the draft budget was made available on the UNA website from January 27th to February 5th, 2023. Simultaneously, an email newsletter was sent to subscribers on January 27th, inviting their feedback.

However, several key considerations arose:

1) Lack of Public Feedback:

- Despite these efforts, no feedback was received during the consultation period, potentially indicating a communication gap or missed engagement opportunity.

2) Evaluating Outreach Effectiveness:

- To assess outreach effectiveness, it's essential to evaluate metrics such as subscriber numbers, open rates, click rates, and feedback rates for the newsletter.

3) Exploring Alternative Communication Channels:

- Alternative communication methods beyond email newsletters may be explored to ensure a wider reach and increased community engagement. For instance, physical mailings or community events could be considered.

UNA EMPLOYEE'S SALARIES

UNIVERSITY NEIGHBOURHOODS ASSOCIATION
Notes to Financial Statements
Year Ended March 31, 2023

13. DIRECTORS' AND EMPLOYEE'S SALARIES

The Association paid the following amounts to directors and the Chair:

	2023	2022
<u>Directors</u>		
Ali Mojdehi	\$ 6,492	\$ -
Eagle Glassheim	6,492	-
Fei Liu	4,500	-
Maria Gallo	1,530	-
Murray McCutcheon	6,492	6,315
Terry Mullen	-	6,315
William Holmes	6,492	6,315
Zheng Kang	6,492	6,315
Subtotal	38,490	25,260
<u>Chair</u>		
Richard Watson	9,737	9,472
	\$ 48,227	\$ 34,732

Additionally, the Association paid \$765,744 (2022 - \$641,796) to seven (2022 - seven) employees of which six (2022 - five) employees earned above \$75,000.

12. WAGES AND CONTRACTOR REMUNERATION

Pursuant to the British Columbia Societies Act, the Association is required to disclose contractor fees and wages and benefits paid to contractors and employees who are paid \$75,000 or more during the fiscal year.

West Point Grey CC 2023 Annual Report

No employees were paid \$75,000 or more during the fiscal year.

Group I wages include \$104,009 [2021 - \$11,883] of expense provided by a contractor (Park Board). The Group I wages cover the cost of several employees.

Cost-of-living adjustment history

Year	Increase (%)
2023	6.9
2022	2.1
2021	0.5
2020	1.9

[17 more rows](#)

Municipal Pension Plan
<https://mpp.pensionsbc.ca/cost-of-living-adjustments>

[Cost-of-living adjustments - Municipal Pension Plan](#)

What is the reason for the **+19.3%** YoY salary increase for these seven full-time employees?

Suggested Solutions

- Optimize Operational Efficiency: Benchmark UNA's CCs against other city-owned CCs to identify areas for improvement and streamline operations.
- Implement S.M.A.R.T.(Specific, Measurable, Achievable, Realistic, Timely) Objectives and Performance Reviews: Establish clear and measurable objectives for employees and conduct regular performance reviews to enhance productivity.
- Enhance transparency in annual reporting by having each service team & task force submit a written annual report with detailed metrics and achievements, akin to city-owned CCs.
- Foster Partnerships: Collaborate with city-owned CC associations to share resources, reduce purchase expenses, and exchange experiences for mutual benefit. (The presidents of 17 of the 27 community centres in Vancouver meet monthly in an organization called the Association Presidents Group.)
- Leverage UNA's Unique Advantage: Located in the UBC campus with >50,000 talented students, recruit more volunteers, part-time, project-based, and contractors to enhance workforce flexibility and efficiency.

Requests

- Shared concerns among residents and strata council members.
- Request proactive board involvement to address operational challenges.
- Recommend aligning operations with strategic priorities.
- Suggest scheduling a pre-budgeting session for timely actions.



Financial Sustainability

The UNA aims to explore opportunities to address the cost of core services to meet community needs, potential revenue generation, and the alignment of resource allocation with the mandate and identified priorities.

Strategy

The UNA will be financially sustainable over the long-term.

Thank You!

&

Any Questions?



THE UNIVERSITY OF BRITISH COLUMBIA

Campus + Community Planning

Memorandum

From: Simmi Puri, Communications Manager, Campus + Community Planning
To: UNA Board
Date: October 17, 2023
Subject: Monthly Update from Campus and Community Planning

Film & Events Notification

October

Great Trek

October 28th from 7am- 6pm.

Annual UBC road race on campus and Marine Drive. Road closures will apply.

For event details, see <https://planning.ubc.ca/event/great-trek-festival>

November

Remembrance Day Ceremony

November 11th

For ceremony details, visit: <https://ceremonies.ubc.ca/remembrance-day-ceremony/>

Remembrance Day observed

Monday, November 13th. University closed.

Fall Graduation

Wednesday, November 22 to Friday, November 24 from 8am to 6pm each day.

Ceremonies will be held inside the Chan Centre and outdoor activity at Buchanan Courtyard west, and on Main Mall from Crescent Road to Memorial Road. Crescent Road will be closed from East Mall to West Mall each day from 7am to 7pm.

For daily schedule and details, visit: <https://graduation.ubc.ca/>

Campus Vision 2050 Update

After 18+ months of deep community engagement and technical work, the final drafts of Campus Vision 2050 (the Vision), the Housing Action Plan (HAP) and amended Land Use Plan (LUP) will be presented to the UBC Board of Governors at a special meeting on October 16th, where the Board will receive the Vision and HAP for information and consider referring the LUP to a legislatively required public hearing on the proposed amendments to the LUP. Following the public hearing, the Board will consider submitting the LUP to the Province for adoption.

The report prepared for the Board of Governors, which includes the final drafts of the Vision, HAP and amended LUP, is available on the [Board website](#). As well, with links to final drafts and information on next steps, has been posted on the [Campus Vision 2050 website](#).

The purpose of the public hearing is to give community members and campus residents the opportunity to comment on the draft amended LUP. The comments will be summarized in a report that goes to the UBC Board of Governors for consideration before it makes a decision on submitting the amended LUP to the Province of BC for adoption. It is anticipated the public hearing will be held in early-November. After the Board formally refers the LUP to public hearing, information on how to participate will be posted on the [Campus Vision 2050 website](#) and shared through a variety of communication channels.

Neighborhood Climate Action Plan (NCAP) – Fall Engagement

The next phase of community engagement for the Neighbourhood Climate Action Plan will run from October 17th to November 3rd. During the engagement period, campus residents will be invited to provide their feedback on emerging directions, including draft targets and actions via an online survey, workshops and an open house. All engagement event details, including the link to the survey (live starting on Oct. 17th) is available on the NCAP website: <https://planning.ubc.ca/NCAP>.

The emerging directions, draft targets and actions, alongside engagement feedback from the community and other key stakeholders will be used to further refine goals, targets, and actions in key climate areas including buildings, transportation and mobility, waste and materials, neighbourhood infrastructure, ecology, and climate emergency preparedness. This will inform the development of the draft NCAP, which will be presented to the community in early 2024 for another round of public engagement. The final plan will then go to UBC’s Board of Governors for endorsement in Summer 2024.

Development Update

A Streets and Landscape Permit was issued on September 29, 2023 for two speed bumps to be built 50m apart on Iona Drive in Chancellor Place. This application was made by the UNA to respond to residents’ concerns about traffic speed on this neighbourhood road.

A Streets and Landscape Permit was issued on September 27, 2023 to Corix Utilities to install new sections of the District Energy System to serve new buildings in the southeast quadrant of Wesbrook Place. The new piping would run south on Binning Road and then west to Wesbrook Mall ending at a small section of Ross Drive west of Wesbrook Mall.

Traffic management protocols will be in place for both projects.

Transportation Update

TransLink has launched their first round of public engagement on the **Burrard Peninsula Area Transport Plan (BPATP)**, which includes UBC. This phase is focused on “Issues and Opportunities” and TransLink is seeking early input from people who travel in the area about what’s working and what could be improved. An online survey is available **October 10-27** at translink.ca/bpatp. Feedback received during this phase will inform TransLink’s development of recommendations relating to the transit network, cycling and walking, as well as driving and goods movement in the area. Another round of engagement is anticipated in late 2024 before they finalize the plan in early 2025.

Community Update

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

Share how you celebrate with the Lights at Lee Square Design Competition!

Get ready to shape the public realm with your creativity and share your art on campus for all to admire! The Lights at Lee Square Design Competition back, and seeking original art or animation submissions from the community. Celebrations are an important way to connect, share, and build community, and this year, we invite you to create a design inspired by your culture and the cultural holidays and traditions that are meaningful to you. Deadline is October 29. For more information, visit utown.ubc.ca/leesquare.

Thrive by the Fire is Nov 2!

As part of UBC's annual [Thrive Month](#), C+CP has partnered with Blank Vinyl Project and UBC Wellbeing to bring you *Thrive by the Fire*, a cozy concert outdoors. This one day pop-up event will transform Lee Square into a cozy relaxation space with toasty table seating and chill tunes from UBC's own student musicians. Connect, meet new people, and take time to unwind—the event is open to everyone. Stay tuned for more information at www.thrive.ubc.ca



Director's Report

Hello UNA/UBC/UEL neighbours,

I hope that the new academic year is off to a good start, and that you are settling into new routines. This has been a particularly busy September for me both personally and professionally. Many of the Boards I serve on are in the midst of strategic planning work, which has added to the already busy meeting schedule at both Metro Vancouver Regional District and TransLink's Mayors' Council. This uptick in meetings and planning sessions follows the traditionally August lull for local government work, and I did not prepare a September newsletter as there was not much news from August to report on. As a result, some of the articles in this newsletter date back to the summer, but I thought that they were still worth sharing with you.

Another reason why September was so busy was the annual Union of BC Municipalities (UBCM) convention. This week-long event allows local government elected officials to connect, discuss and vote on resolutions to send to the provincial government, and to meet with provincial ministers and their senior staff. During the week, I had the opportunity to speak with provincial ministers about a variety of issues, from follow up actions stemming from the UEL Governance Study, to advocating for increased incentives and support for multifamily residential heat pump retrofits.

As we move into October, my Metro Vancouver meetings will be focused on budgeting for 2024, which will have an impact on the infrastructure and services provided to our region, as well as the tax revenue. The budget will be finalized at the end of October and I should be able to report back to you next month on the budget decisions made. Within this newsletter, I have included information on the taxes Electoral Area residents paid to Metro Vancouver in 2023, and what services those funds are used for.

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

All the best,
Jen McCutcheon

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



– it is a great time of the year to enjoy the trails of Pacific Spirit Regional Park and beyond



Emergency Planning in the UBC/UEL areas



Residents in person and online learning from experts at my July Emergency Management Engagement session. If you missed it, you can find the recording and resources on my website.

On July 26th, I hosted an Emergency Management session for residents of the UEL, UNA and UBC. If you missed the session, you can review the recording of the session, as well as the resources provided [here](#).

The meeting focused on how emergency management works in these Electoral Area A communities and how each resident can be better prepared in the event of an emergency. Representatives from Metro Vancouver, UBC, UNA and UEL explained the different roles each agency plays in emergency management and planning in these communities. These agencies work in close collaboration to plan for and respond to emergencies. Residents were also provided information on how to be prepared, including signing up for emergency notifications, making household emergency plans and kits, and actions to take when an emergency strikes.

In addition, I hope that each of you will consider signing up for Alertable, Metro Vancouver's new emergency notification system. You can learn more about the system on my [website](#), or you can click [here](#) to sign up directly. I recommend that all residents of UBC, UNA and UEL sign up for both this new Alertable system, as well as [UBC Alert](#).

Please pass this information on to neighbours within the UNA, UBC and UEL neighborhoods to help ensure that everyone is signed up to receive timely information if a large emergency event occurs on or near our neighbourhoods.

Walking Tour of UEL for Premier Eby and Minister Kang

In late July of this year, Claire Huxtable, my alternate Director and I hosted a walking tour of the UEL with Honourable Anne Kang, Minister of Municipal Affairs, and our Minister of the Legislative Assembly, Premier David Eby. The purpose of the tour was to provide Minister Kang with a better “on the ground” understanding of this area that she is responsible for, and to discuss some key issues facing the UEL. Some of the issues discussed are summarized below.

Housing needs and quality – The 2022 UEL Housing Needs Study highlights there is an existing deficit of 350 rental units. Updating housing policy before any new zoning changes are approved in Area A will help ensure that all



projects meet the housing needs of the community. Housing policy could include maximizing purpose-built rentals and eliminating the loss of housing units to investors or speculators, and improved energy efficiency requirements such as the Net Zero Ready standard under the BC Net Zero Step Code. The cost of better quality/low carbon buildings is significantly less than the cost of retrofits.

Community Amenity Charge (CAC) – A CAC would enable residents to share in the uplift in value that comes with rezoning, as is common in municipalities across the Metro Vancouver region. This benefit could be used to help fund residential retrofits or capital for public realm improvements, or to improve housing quality.

Bylaw enforcement provisions – Adding bylaw enforcement through ticketing and bylaw enforcement officers would give community members a tool to address concerns such as smoking in public places, excessive noise, short-term rentals, as well as unkempt properties that attract squatters and crime.

Developing an energy/decarbonization plan – The UEL does not yet have a plan for how to meet federal and provincial Net Zero commitments. Energy-efficient and low-carbon construction in new buildings is only part of the equation, with actions needed on retrofits of existing buildings as well as addressing emissions from transportation.

Tree protection bylaw - Unlike other jurisdictions in the region, there is no Tree Protection bylaw in the UEL. Homeowners can remove beautiful mature trees as they choose. A Tree Protection Bylaw with enforcement provisions would help preserve the green environment that residents in both the single-family and multifamily areas value.

Iceberg homes – Excessive sub-grade construction has a significant impact on subsurface drainage and could impact slope stability.

TransLink rectifier – We shared community feedback that the proposed location of the rectifier did not work for residents. TransLink has since agreed to find an alternate location. You can read more about this decision on page 5 below.



Conducting a walking tour of the UEL for Minister Kang (Minister of Municipal Affairs) and with my alternate director, Claire Huxtable.

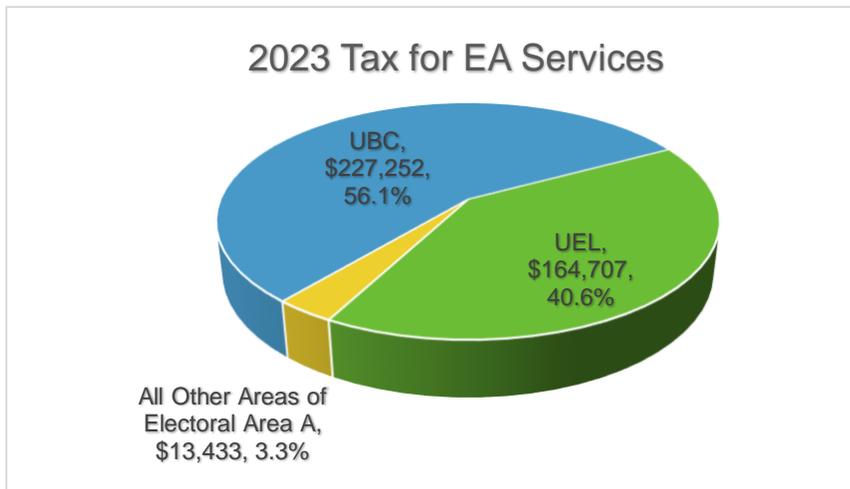
Understanding Metro Vancouver Services Funded by Your Taxes

As Metro Vancouver considers its annual budget and 5-year financial plan, it is a good time to refresh our understanding of the services that Metro Vancouver provides to Electoral Area A and how our taxes pay for those services.

For property owners in the UEL or UBC, the line item “A METRO VANCOUVER” on your tax bill shows the property tax levied for Electoral Area A and regional services. For 2023, the total amount payable by Electoral Area A property



owners for both Electoral Area A and regional services is \$998,979. Of this amount, 40.6% (\$405,391) is for Electoral Area A services and 59.4% (\$593,588) is for regional services.



As shown in the adjacent chart, properties located on UBC lands contribute 56.1% (\$227,252) of the total collected, and properties within the UEL contribute a further 40.6% (\$164,707). The other areas of Electoral Area A include Barnston Island, Passage and Bowyer Islands, water access homes up Indian Arm and on the west side of Pitt Lake, as well as three mainland communities located between West Vancouver and Lions Bay.

The table below presents the estimated amounts of residential property owners paid in 2023 for Electoral Area A and regional services.

Assessed Value	Electoral Area A \$ Portion	MVRD (Regional) \$ Portion	“A METRO VANCOUVER” Total \$ Amount
\$100,000	\$3.56	\$5.22	\$8.78
\$500,000	\$18	\$26	\$44
\$1,000,000	\$36	\$52	\$88
\$2,000,000	\$71	\$104	\$175
\$5,000,000	\$178	\$261	\$439

Some of the Electoral Area A services provided to UEL and UBC residents and funded by the Metro Vancouver property tax include:

- Local emergency planning and response, which includes ongoing emergency coordination between Metro Vancouver, UEL, UBC, RCMP, and others, as well as support for community preparedness activities and emergency notification
- Conducting an election every four years for the Electoral Area A Director
- Administering the Community Works Fund, which helps to pay for local projects that benefit UEL and UBC/UNA communities
- Local government services for liquor and retail cannabis licence applications to the Province, which includes ensuring local community concerns are addressed
- Communicating local and regional matters through the regular Director’s Update



Some of the regional services funded by the Metro Vancouver property tax include:

- **Regional Parks:** Metro Vancouver’s regional parks system includes 22 regional parks, three park reserves, two ecological conservancy areas and five greenways. These protect important natural areas and ecosystems in the region and help residents connect with nature. <https://metrovancover.org/services/regional-parks>
- **Air Quality & Climate Action:** Metro Vancouver develops and implements plans, policies, regulations to project and improve air quality and reduce greenhouse gas emissions. These plans and policies are supported by air quality monitoring and tracking of emissions in the Lower Fraser Valley airshed. <https://metrovancover.org/services/air-quality-climate-action>
- **Regional Planning:** Metro Vancouver’s regional growth strategy *Metro 2050* strives to contain and structure the growth coming to our region, protect important lands, and ensure the efficient provision of infrastructure like utilities, transit and community amenities. <https://metrovancover.org/services/regional-planning>
- **Other regional services** include regional emergency management, 9-1-1 emergency telephone service, a global navigation satellite system service, as well as affordable housing

Metro Vancouver provides drinking water, liquid waste treatment and solid waste management services to most municipalities and to the UBC/UEL portion of the Electoral Area. These services are not funded by the Metro Vancouver property tax but instead have different cost recovery mechanisms.

For additional information on Metro Vancouver’s budget and five-year financial plan: <https://metrovancover.org/about-us/budgets-and-financial-plans>

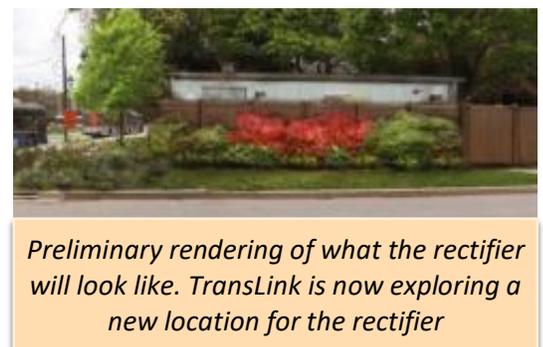
TransLink Updates

TransLink Trolley Bus Rectifier Project Update

As you may remember from my June [newsletter](#), TransLink was considering placing a new rectifier on the northwest corner of University Boulevard and Western Parkway. Following consultation with the community, TransLink will not be proceeding with the location. TransLink would like to thank UEL community members, the UEL Community Advisory Council, and other stakeholders who provided feedback on the proposed site to relocate the Parkway rectifier.

TransLink is now working with the Ministry of Transportation to identify, and submit an application for, a new location for the rectifier, which is necessary to provide power to the electric trolleys on the UBC peninsula. They will be engaging with community stakeholders and will share more information once the project timing, site location, and next steps in the application process are confirmed.

Please contact TransLink Public Engagement if you have any questions or concerns about the project: publicengagement@translink.ca





Fall Transit Service Changes

TransLink has released its upcoming [Fall Service Changes](#), which will increase service on 22 bus routes and introduce the route 44 UBC/Dundarave extension with express trips on weekdays between West Vancouver and UBC. As students return to schools across the region, service is also being increased on four routes serving UBC, SFU, and Capilano University. The changes took effect on September 4, 2023. Go to translink.ca/servicechanges for more information on specific route changes.

Service adjustments are being made on 54 bus routes in total, in order to best allocate bus service to meet customer demand. Some routes will have service increases at busier times of the day, offset by reductions during periods of lower demand. Transit service changes occur every January, April, June, and September, based on seasonal patterns and recent trends in customer demand. TransLink continues to monitor ridership to ensure service is provided where it's needed most.

TransLink launches Trip Diary survey to help guide future transportation decisions

TransLink's Trip Diary survey is now open for submissions from the public. Conducted twice every decade, the Trip Diary is crucial in helping determine how people travel throughout Metro Vancouver and the Fraser Valley. Approximately one third of households in those regions will soon receive letters asking them to participate.

2023 Trip Diary Survey

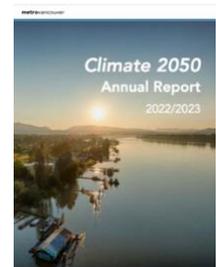


Each household that participates will be given a \$20 gift card, and an additional \$10 gift card for every household member who participates through the smartphone app, which can be downloaded for free. Participating households will also be automatically entered into a draw to win cash prizes up to \$2,000.

Those who receive invitation letters and would like to participate should enter their invitation PIN into the [Trip Diary survey webpage](#) or use the QR code found on the letter. Participants will be asked to fill in a travel survey and some socio-demographic information. To ensure survey participation is random, only those who receive letters can participate. Travel patterns have changed significantly over the past few years, and this data will help TransLink, political leaders, and stakeholders better understand those new patterns when making transportation plans for the region. Learn more about the Trip Diary by visiting the [Trip Diary survey webpage](#).

Metro Vancouver's Climate 2050 Annual Report is now available

Metro Vancouver's *Climate 2050* Annual Report 2022/2023 provides an update on the development and implementation of each of the [Climate 2050](#) roadmaps, and highlights progress on key climate action projects that are working towards a carbon-neutral, climate-resilient region. You can read the Annual Report here: [here](#)



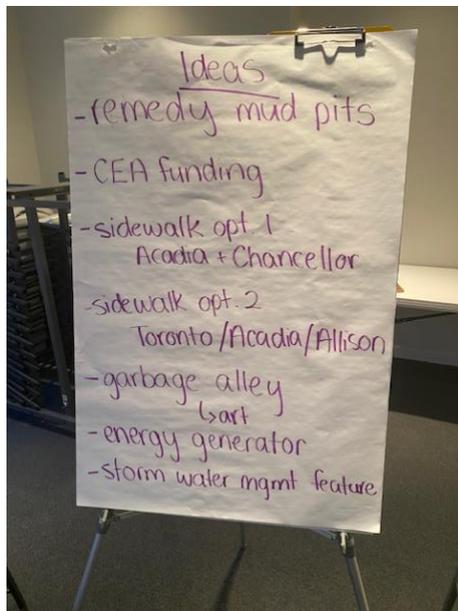


UNA's Campus Resident Newspaper is Back!

I am excited that the UNA's Campus Resident is now back! You can find the September paper issue in the Wesbrook or Old Barn Community Centres, and online versions can be found [here](#).



UEL CAC Brainstorms Ideas for Community Works Fund Projects



On September 18, Metro Vancouver staff attended the UEL Community Advisory Council (CAC) meeting and presented background information on the Community Works Fund to CAC members, UEL staff, and other residents in attendance. The background information helped meeting attendees come up with a list of initial project ideas that would benefit the community. Some of the project ideas discussed included improving drainage for the trees along Dalhousie Road, community energy plans and resilience, sidewalk improvements, sprucing up the alley behind the McDonald's, a playground, and several other ideas.

The list of project ideas will be used to gather additional information (high-level costs, complexity, etc.) and will be circulated back to the UEL CAC to prioritize.

The Community Works Fund comes from the federal gas tax and is delivered through UBCM to all BC local governments through a direct annual allocation to support local priorities. Eligible project categories are wide-ranging, from transit and road improvements, to infrastructure, to community plans. The amounts available are based on population, with the UEL currently having approximately \$150,000 to spend on projects in their community.

Metro Vancouver considers and approves funding for Community Works Fund projects in Electoral Area A, which includes the UEL, UBC and UNA. Last year, Metro Vancouver approved the recommendations from the UNA and UBC on how to use their funding, and those projects are currently being implemented.

UBC Practices for Emergency Response through their Mass Care Event

During my July Emergency Management Engagement session, reference was made to the UBC Mass Care Program, which is accessible to all UBC and UNA constituents in the aftermath of an emergency and will support our community through the provision of potable water, food and shelter.

UBC's Safety & Risk Services' Emergency Management team organized a [Mass Care Open House](#) on June 28th, 2023 to educate the community on what UBC does to prepare for major regional emergencies. After several years of planning, the Emergency Management Team was able to see the plan come to life in a full set up. The team of



UBC staff and volunteers set up registration, group lodging, and feeding services, including the set up of 260 emergency cots, and invited the community to experience what support evacuees could expect during a disaster.

Simultaneously, community members received emergency preparedness information at the Preparedness Fair. Numerous on and off-campus partners, such as Campus Security, Shake Out BC, Disaster Psychosocial Services, Total Prepare and others provided resources and expertise to interested visitors.

The online resource, <https://ready.ubc.ca>, has extensive information to help residents *Get Informed* about the hazards, *Make a Plan* for emergencies and *Build a Kit* with the things you need to look after yourself and your loved ones.



You can find out more A short 2-minute video from the event can be found here: https://learning.media.ubc.ca/media/UBC+Mass+Care+Exercise+--+June+2023/0_s914p2ek

Jen's Board and Committee Appointments for 2023

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
- ZEIC Human Resources Committee Co-chair
- 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](#)
www.areaajen.ca

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

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



Report Date: October 10, 2023
Meeting Date: October 17, 2023
From: Sundance Topham, Chief Administrative Officer
Subject: October Management Update

Background

The October 2023 Management Update is presented for information.

Decision Requested

For information

Discussion

CHIEF ADMINISTRATIVE OFFICER

In late September and early October time was spent preparing for numerous fall initiatives, including the Annual General Meeting (AGM) and the upcoming Chief Administrative Officer transition. Time was also spent assisting with a variety of ongoing operations projects.

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

Board Relations

- Attended the 2023 UNA Annual General Meeting.
- Attended the September Finance and Audit Committee and Governance and Human Resources Committee meetings.
- Attended the Neighborhood Climate Action Plan + Campus Vision 2050 overview session with Campus + Community Planning (C+CP) officials.
- Supported the Neighbours Agreement Committee in ongoing negotiations with UBC regarding the Neighbours Agreement rewrite.
- Supported the Board in the recruitment process for the new Chief Administrative Officer.

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 and the roadways and sidewalks conditions assessment.

- Participated with UNA staff in the Neighbourhood Climate Action Plan (NCAP) working group.
- Participated in a site tour of potential dog off-leash areas in the Hawthorn and Wesbrook neighbourhoods.
- Attended the Quarterly UNA+UBC+UBC Properties Trust Staff meeting.

Finance

- Assisted with preparations for the fall finance committee meetings.
- Assisted with the creation of a draft UNA Reserve Policy.

Risk Management

- Supported the Operations Manager in discussions regarding insurance coverage.

Programs and Services

- Along with the Recreation Manager met with UBC Aquatic Centre officials to provide feedback on aquatic centre and ice rinks programming.

Human Resources

- Continued the onboarding for the new Corporate Services Specialist.
- Met with the Recreation Manager to discuss outcomes of the Recreation Program Review – including a pending Recreation Department reorganization to better address recommendations.

Community Relations

- Responded to several community enquiries, including questions on the UNA budget and UNA expenditures.

COMMUNICATIONS

The Campus Resident Update

The Campus Resident released its second issue on October 5, 2023. This issue is digital only. To read the issue or to sign up to receive *The Campus Resident* newsletter, you can visit the website at www.thecampusresident.ca.

Annual General Meeting

The Annual General Meeting was held on September 27, 2023 at the Wesbrook Community Centre at was attended by approximately 30 members. During the meeting, members voted to adopt two special resolutions – the first, relating to amending the UNA Bylaws to allow for electronic voting for Board of Director elections and, the second, related to other minor changes to the Bylaws.

Communications led a debrief meeting of the event with staff on October 4 and reviewed what worked well and what could be improved for the event.

Website

The Communications Team worked with the Recreation Team and Operations Team to create landing pages for their projects, particularly, Halloween and yard sale.

Our team also liaised with UBC partners to give them access/renew their access to the UNA events calendar and they have been updating the calendar with information about UBC Neighbourhood Climate Action Plan activities.

The New Old Barn Communications Support

Communications is working with the Operations Team and Recreation Team to keep residents updated with the progress of the Old Barn Community Centre renovations. A landing page with a timeline of the renovations and any expected delays are being updated as the project progresses. Visit myuna.ca/newoldbarn for more.

Improving Internal Processes for Promotional Material Production

The Communications Team has developed new guidelines and templates to help guide staff members when requesting promotional materials. The new guidelines assist in making the process more seamless when liaising with graphic design contractors.

The Communications Team has also engaged an additional graphic design contractor to help support the creation of promotional materials as our existing graphic design contractor has had reduce her hours due to personal circumstances.

Other Work

- Support for Operations Team on creating garbage receptacle signs.
- Support for Recreation Team on Halloween promotional materials.

RECREATION

The Wesbrook Community Centre (WCC) continues to be filled with energy, particularly early mornings, and the later evenings into early nightfall. Classes are up and running, the WCC fitness centre is thriving and in addition Spin classes are packed.



Old Barn Community Centre (OBCC) upgrades are well underway, with the community space, nearing completion and the Fitness Centre expecting to finish and reopen October 16th. This upgrade removed outdated and unused equipment, replacing them with both cardiovascular and resistance training equipment designed to aid those with mobility and actively aging concerns. In addition, these new additions, provide opportunities for modified CrossFit classes. To aid in the transition from old to new, fitness staff will begin to be Onsite ensuring patrons, are well trained on the safety and use.

Staffing and day to day operations remains at the forefront as we continue to grow, adapt, and learn how to meet the needs of the UNA Community.

Staffing Update:

Elias Rieger, Connected Community Coordinator has submitted his resignation to pursue a great opportunity in Montreal, QC. Elias has been instrumental in our Music in the Parks series. Elias’s final day with the UNA will be January 5th, 2024. We wish him well on his journey.

Interviews are currently being conducted for the following positions:

- Birthday Party Assistant
- Front Desk

Staffing Training Updates

Staff is currently undergoing training in the following areas.

First Aid Certification

Workplace Bullying and Harassment / Online Bullying

Xplore Recreation Systems

Recreation and Culture Programming Review Update

The Recreation and Culture Programming Review is represented in the Fall of 2023 programming. The following offerings are as highlighted.

Management	Staff: Recruitment, Retention. HR focus on new position(s) for Fall of 2023, Change to Seniors Support, and Increased focus on Volunteers and Newcomers. (<i>Completion Date – December 2023</i>)
Programming	Increase in Programming offered in Secondary languages. Emphasis on partnership programming – Kids and Adults. ESL classes to increase. Introduction of newcomer friendly programming. (<i>Current & Ongoing</i>)



Fitness	Revitalization of the OBCC Fitness Centre, Centre will be closed late September to mid-October for the renovations and arrival of new equipment. Fitness department will be providing an onsite trainer for the Months of November and December to assist all UNA users on usage of the new equipment. (<i>Completion – mid – October</i>)
Customer Service	Communication Pieces – Signage, Volunteer Board, Return of Cash Handling, Change to Cleaning Schedule, Room Checks. (<i>Current & Ongoing</i>)

New & Ongoing Projects

UNA/UBC Newcomers Project

The newcomer’s project first copy has been reviewed by Sundance Topham, Glenda Ollero and Dave Gillis and returned with suggestions and comments to UBC professor of History Henry Yu. We are currently waiting a second edition.

Hours of Operation from September 1 to December 31, 2023

Hours of Operation	Wesbrook Community Centre		Old Barn Community Centre	
	Main facility	Fitness Centre	Main facility	Fitness Centre
Sep 1 to Dec 31, 2023				
Weekday	8:30am to 10:00pm Mon – Fri	6:00am to 10:00pm Mon – Fri	7:00am to 9:00 pm Mon - Fri	7:00am to 9:00 pm Mon - Fri
Weekend	8:30am to 9:00pm Sat & Sun	7:00 am to 9:00 pm Sat & Sun	7:00am to 7:00pm Sat & Sun	7:00am to 7:00pm Sat & Sun
Holiday	10:00 am to 5:00 pm	7:00 am to 5:00 pm	10:00 am to 5:00 pm	10:00 am to 5:00 pm

WCC and OBCC are observing Holiday Hours (10am – 5pm) on the following days:

- November 11th, 2023 – Remembrance Day
- November 13th, 2023 – Remembrance (Stat)



Christmas / Holiday Update: December 23, 2023 – January 1, 2024

- UNA Facilities Early Closure:
 - December 24th & December 31st, 2023 – Buildings Closes at 3:00pm PST
- UNA Facilities Closed:
 - December 25 & 26th 2023
 - January 1st, 2024

Customer Service & Facilities Update – Qiuning Wang, Assistant Manager

General Front Desk Service

- September is the first month of the Fall season. The Front Desk staff oversee and support over 200 classes on a weekly basis, in addition to performing other regular duties.
- The new members enrollment continues. 694 new clients enrolled in our registration system including 419 UNA and 153 UBC/UTown members. 71 parking applications were reviewed, and 56 new paid parking permits were issued.
- For bookings, eight external room rentals and two birthday parties were hosted in September, both with increased booking numbers for the remainder of the year.
- The Front Desk staff were also involved in the AGM on September 27 and provided support in registration and other logistics of the facility usage.

Facility Management

- The new hours at the OBCC have had a positive response and there is a lot of excitement around all the changes happening at the Old Barn. Many of these changes have enhance the community accessibility to the facility and the programs over the fall and winter months.

Staff Updates

- The Front Desk staff continue to be engaged in developing training materials on facility usage and equipment set up through different mediums. Currently, the FD staff have created two how-to videos for training purpose: one is about how to open and close the OBCC divider, the other is about how to set up volleyball. These will become official UNA documents. Our goal for October is to complete the how-to videos for all sport equipment set up.



Programming & Events Update – Josie Chow, Assistant Manager

Registration Updates

Fall Session 2023	#s as of September 05, 2023,	#s as of October 04, 2023,
Programs offered	280	273
Registered participants	1532	1898
Waitlist	335	408
Withdrawals	54	215

Revenue Updates

Category	Revenue as of June 28, 2023	Revenue as of October 4, 2023
Physical Activity	\$89,361	\$104,436.90
Family Programs	\$210	\$420
Arts	\$42,413	\$48,906.15
Music	\$19,173	\$18,888.30 <i>(Loss of Instructor)</i>
Education	\$23,832	\$29,127.08
Camps	\$487	\$1102.50
Events	\$670	\$923.50
TOTAL	\$176,148	\$203,804.40

Programming-Wide Updates

- This Fall, the UNA is hosting its 4th annual *Get Active!* Program. *Get Active! Physical Literacy for Women* is an initiative aimed at making recreational activities more accessible for newcomer women in our community, by reducing psychosocial, cultural, and financial barriers to participation. The aim of this free 4-month program is to build social connections, provide subsidized recreation activities, and mentorship to those participating in the program. Some of the activities we have scheduled include a guided walk-through Pacific Spirit Park, skating at the Doug Mitchell Arena, a bootcamp led by our Personal Trainers, plus yoga and dance classes. We currently have 11 participants in the program, in addition to 3 mentors.



Program Coordinators Updates

New Drop-In Sport Procedures for fall: Started this fall, we began to offer sports that are purely drop-in! In the past, participants have been able to register for drop-in sports for the full season, with only a few spaces left for day-of drop-in. We have now converted 1 session per week per sport to be a pure drop-in activity, with registration for each class opening 48 hours in advance. Classes impacted by this change include Monday Basketball, Tuesday Badminton, Wednesday Volleyball, Thursday Pickleball, and Friday Table Tennis. Immediate feedback on this change has been positive for both the participants and staff.

Youth Programs & Community Outreach

- Family Movie Night (September): Spider-Man: Across The Spider-Verse
Attendance: 55
In September we had Family Movie Night at Wesbrook Community Centre
Our next Family movie night October 21st and we are The Little Mermaid (2023) which we are looking at showing in the Living room of the Old Barn
- On September 11th our new Youth Activity Leader started, Floriane Lau, her role at the UNA is to lead the Pre-teen Leadership Program, Support Youth Leadership, run our Family Movie Night, and run and support other Youth Programs at the UNA.
- Youth Leadership - This school year in youth leadership a few things have changed.
- Hal has created a volunteer role, Youth Leadership Assistant, this role is for a Youth Leader who has attended the program a few times before. The goal is to progress the youth's involvement, develop and mentor their leadership skills in a direct way. This season our Youth Leadership Assistant is Jaanvi Gupta who has attended 10 seasons of the UNA Youth Leadership Program, and we are excited to have her on the team.
 - Youth Leadership will follow the same semester system as the High School. Running from September 15 – January 26.

Youth Leadership/ Counsel

- The idea of this year's youth leadership is to run it similarly to a student counsel. What this means is that the program will make sub-commitments that will work on and execute several projects or events before the end of the semester. The Youth Leadership Assistant, Youth Activity Leader and the Youth Program Coordinator will act as the “Executive” Team, advising the group through this process.

The Haunted House

- This Halloween's haunted house's theme is Haunted School. Youth Leadership is hoping to make this haunted house the best one yet!



Volunteers

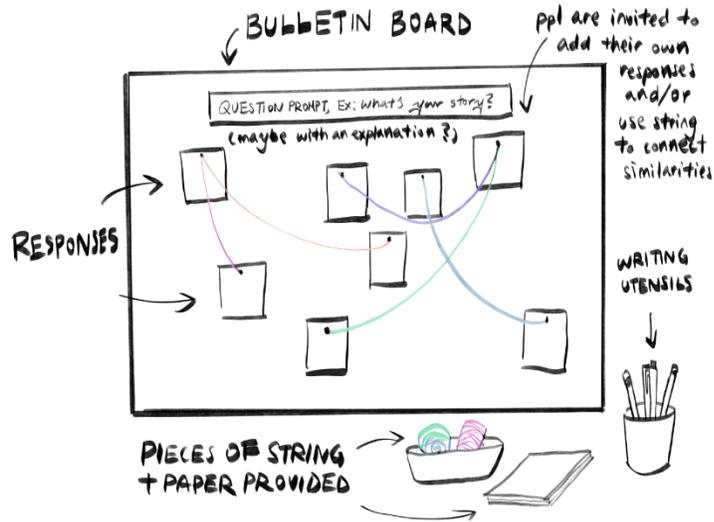
- Volunteer Application Update - In September in partnership with Abdalla (IT) we were able to soft Launch the Volunteer Application Form in Xplor. It is now seen under “services” on the client side of Xplor.
- We now working to update the myuna.ca/volunteering landing page to include: a carousel of “Events” of upcoming one-off volunteer opportunities at UNA events.
 - Why and How to Apply
 - Instructor Role Descriptions
 - Sign Up
 - “Volunteer Access”
- Our system has had 15 new youth Volunteer Applications in September.
- Volunteer Program Spotlight
- The first Let’s Cook Club event for the season was held on September 26. Attendance was at room capacity with approximately 45 people participating. This is the biggest participation rate for this program since before COVID.

Neighbours Day Volunteer Numbers

Total Shifts	78
Filled Shifts (pre-event)	75
Total Unique Volunteers	64
Adult Volunteers	7
Youth Volunteers	54
Empty Roles	3
First Shift Attended Volunteers	31
Second Shift Attended Volunteers	29
Beer Garden	3

Community Engagement

- Supporting 3 projects funded by UBC’s Inspiring Community Grants
 1. *Listening Board* – a youth-led project which will see a community board installed at Wesbrook Community Centre, where folks can share their stories and connect similarities with string.



2. *Chinese Moon Festival* – this community-led event had performances, games, food, and prizes. Over 50 people showed up and filled the Social Room at WCC. This is the first time (to my knowledge) that the UNA has hosted an event for the Chinese Moon Festival – also known as Mid-Autumn Festival – which is one of the most important holidays in China.
3. *University Neighbourhoods Men’s Shed* – application in progress.

Seniors Community

- o The New Horizons for Seniors (NHFS) grant application (for 2024-2025) was submitted on September 27. We have requested \$25,000 to support our focus on addressing social isolation and increasing social programming.
- o We are currently creating the “Community Connectors and Helping Hands” program that will provide a network of community members who will connect people with volunteers who can reach out to socially isolated seniors and provide help with daily activities such as grocery shopping, dog walking or check-ins.
- o As we progress through the fall, we are setting up the WCC kitchen to create a weekly subsidized lunch program for seniors that will provide a healthy meal in a social setting.

Health and Fitness – Kieran Petty, Fitness Supervisor

Wesbrook Community & Old Barn Fitness Center - Visits		
Day of Week	Location	Total Visits
Sunday	WCC	313
	OBCC	39



Monday	WCC	310
	OBCC	102
Tuesday	WCC	557
	OBCC	52
Wednesday	WCC	470
	OBCC	54
Thursday	WCC	522
	OBCC	39
Friday	WCC	417
	OBCC	65
Saturday	WCC	299
	OBCC	47
TOTAL VISITS UNA FITNESS		2934

Combined WCC & OBCC - Membership Revenue								
Pass	Youth	Youth Revenue	Resident	Resident Revenue	Non-Resident	Non-Resident Revenue	Total #	Total \$
Total	61	\$3,904.75	271	\$24,981.29	53	\$4,866.61	385	\$33,752.65

OBCC/WCC Fitness Centre Stats: September 2023

- Old Barn Fitness Centre saw an increase of 66 people in September 2023 compared to September 2022.
- Overall, September 2022 saw a combined gross revenue in the health & fitness department of \$ \$34,537.67. September 2023 overall gross income was \$46,380.59 a \$11,842.92 increase!

OPERATIONS + SUSTAINABILITY

NCAP Technical Working Groups and Staff Workshops

Robyn Chan and Wegland Sit sat on several Technical Working Groups as part of the Neighbourhood Climate Action Plan process, providing input and UNA feedback on: low-carbon mobility; embodied carbon; new construction; waste diversion and zero waste; and, existing buildings. They also attended a workshop on Climate Adaptation Vulnerability and Risk Assessment hosted by UBC Campus + Community Planning and Safety & Risk Services.

Partnership with UBC Forestry Classes

The UNA is partnering with two UBC Forestry class projects. One project will do preliminary data gathering and research about the UNA's tree canopy and provide recommendations for tree canopy management in the context of climate adaptation. The second project will research pollinator support best practices and install pollinator planters in the Wesbrook neighbourhood.

Iona Drive Speed Humps Installation

The UNA has received ongoing pedestrian crossing safety and speeding concerns on Iona Drive, especially at the pedestrian crosswalk on Iona Drive next to the St Andrews parking. A recent traffic survey suggested there were some indications of speeding issues in this area, as the road is under the Ministry of Transportation and Infrastructure (MOTI) jurisdiction, MOTI approved the implementation of a speed reduction measure in summer 2023.

The original plan called for a raised crosswalk design at the St Andrews Walk and Iona Drive crosswalk section; however, the design encountered technical challenges that could lead to a local drainage issue, and the design has been updated to incorporate a dual speed hump design along Iona Drive. Location of the speed humps:

- East of the Iona Drive crosswalk, east of East Argyle House underground parkade entrance.
- West of the Iona Drive crosswalk, west of Coast driveway entrance.

Installation is expected to take place on October 18 weather permitting. The installation will cause a temporary road closure on Iona Drive. Traffic management will be onsite to redirect traffic on the day of work, and access to buildings and parking will be maintained at all times during the construction phase of the project.

RFP - Wesbrook and Old Barn Community Centre Janitorial Service

As program offerings in the Wesbrook and Old Barn Community Centers have continued to grow, our need for janitorial services and operational requirements have also evolved, requiring a new approach.

Based on the need for new services the UNA undertook a Request for Proposal (RFP) process intended to find a service provider that will be able to provide a new approach that can meet our current needs, can adapt to our facilities' future needs and provide services that align with our sustainability approach.

The RFP process, which included a mandatory onsite meeting, wrapped up on October 10. The UNA received submissions from three project proponents. Submitted proposals are currently going through an internal review.



Old Barn Community Centre Living Room Updates

The Old Barn Community Centre (OBCC) living room update project mostly complete. The room is expected to open to the public shortly after the installation of audio & visual equipment.

Old Barn Community Centre Roof Replacement Update

The OBCC roof replacement project experienced a slight delay at the permit approval process and unfortunately the project has pushed into the wet part of the season. Due to the roof line proximity to nearby tree canopies, the permit amendment process is subject to tree protection guidelines review. At the time of the writing of this report, an arborist was contacted to draft the tree protection plan report.

The roof replacement project is expected to take approximately 4 weeks to complete from start to finish, subject to weather conditions.

FINANCE

Budget Planning for 2024/25:

We have already started working with all departments to draft the budget for the new fiscal year 2024/25. As reported in the Finance Committee update section, the plan is to bring our initial draft to the November Board meeting, and the final version is planned to be completed in February 2024.

Upgrading the Financial System

The cloud-based system implementation is going as scheduled. We finalized a provider in September and are now in the implementation phase. It will take a few months for the new system to be built and to transfer all the required data. The new system will bring efficiency to the workflow as some of the manual processes will be replaced with an automated process. The upgrade and implementation fees have been included in the 2023/24 budget and are within budgeted amount.

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: October 6, 2023
Meeting Date: October 17, 2023
From: Chris Hakim, Corporate Services Specialist
Subject: UNA AGM 2023 & Bylaws Report

Background

The UNA Annual General Meeting (AGM) 2023 took place on September 27, 2023. This report summarizes the details of the event and actions taken following it.

Decision Requested

For information.

Discussion

The AGM 2023 was hosted on September 27, 2023 in the Wesbrook Community Centre. The meeting was attended by 30+ UNA members, including members of the Board. Reports were delivered by Director Glassheim, in place of the Board Chair, the Chief Administrative Officer, and the Finance Manager. Presenters included the UBC Finance Team, who reported on the Neighbours' Fund and auditors from Johnsen Archer LLP, who reported on the UNA's 2022/23 audited financial statements.

At the AGM 2023, UNA members voted on two special resolutions: the first concerning amendments to the UNA Bylaws to implement electronic voting; and the second concerning updates and minor amendments to the UNA Bylaws. The first special resolution passed by a two-thirds majority, with 27 votes in favour and 6 votes against. The second special resolution also passed by a two-thirds majority, with 29 votes in favour and 3 votes against.

Following the AGM 2023, staff have reviewed the event's planning and day-of proceedings. Improvements that have been identified for future general meetings primarily concern the logistics and technical set-up in order to make the meeting proceedings smoother.

Pursuant to the BC *Societies Act*, the UNA is required to file an annual report with the BC Registrar of Companies within 30 days following an annual general meeting. In addition, the UNA must file any bylaw amendments with the BC Registrar of Companies. On October 10, 2023, staff successfully filed the UNA's annual report and



amendments to the UNA Bylaws with the BC Registrar of Companies. A certified copy of the new UNA Bylaws has been attached to this report.

Financial Implications

None.

Operational Implications

Staff will be making minor changes to the logistics and technical set-up of future general meetings to make the meeting proceedings smoother.

Strategic Objective

Governance

Attachments

1. UNA Bylaws – 2023 Certified Copy

Concurrence

None.

Respectfully submitted,

Chris Hakim
Corporate Services Specialist

Sundance Topham
Chief Administrative Officer



T.K. SPARKS

BYLAWS OF UNIVERSITY NEIGHBOURHOODS ASSOCIATION

1.0 INTERPRETATION

1.1 In these Bylaws, unless the context otherwise requires:

Association means the University Neighbourhoods Association.

Board means the Directors.

Business Day means a day on which the Association's business office is open.

Chair means the Chair of the Association.

Designated Building means a building whose residents are eligible to become members pursuant to agreement between the Association and UBC, made in accordance with the Neighbours' Agreement 2015 or any successor agreement to the Neighbours' Agreement 2015.

Director means a person who is a director of the Association and, for greater certainty, does not include a person elected or appointed as a director until the person's term of office begins.

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.

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.

Qualified Recipient has the meaning given by the *Societies Act*.

Resident Member means a person who is a member pursuant to Bylaw 2.1(a).

Secretary means the Secretary of the Association.

Societies Act means the *Societies Act* of British Columbia from time to time in force and all amendments to it and any legislation that succeeds the *Societies Act*.

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.

UBC means The University of British Columbia.

UBC Member means a person who is a member pursuant to Bylaw 2.1(b).

1.2 For the purpose of these Bylaws, a Resident Member who becomes a Director by acclamation is deemed to have been elected.

1.3 Except for terms defined in these Bylaws, the definitions in the *Societies Act* apply to these Bylaws.

1.4 If there is a conflict between a provision of these Bylaws, and the *Societies Act*, the regulations under the *Societies Act*, or any other enactment of British Columbia or Canada, the provision has no effect.

2.0 MEMBERSHIP

2.1 The members of the Association are the following persons:

- (a) persons who become members in accordance with Bylaw 2.3; and
- (b) up to 2 persons appointed from time to time by the President of UBC.

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.

2.3 A person who is eligible to be a member may apply to become a member by application to the Association and becomes a member upon the confirmation of the Association that the person meets the eligibility requirements for membership.

2.4 A person appointed pursuant to Bylaw 2.1(b) becomes a member on receipt by the Association of written notice from UBC of the appointment.

2.5 Every member shall uphold the Constitution and comply with these Bylaws.

2.6 A person ceases to be a member:

- (a) by delivering the person's resignation in writing to the business office of the Association;
- (b) on the person's death;
- (c) on ceasing to be eligible to be a member; or
- (d) in the case of a person who is a member pursuant to Bylaw 2.1(b), on receipt by the Association of written notice from UBC that the person's appointment as a member has terminated or been revoked.

2.7 A member may not be disciplined or expelled.

3.0 MEETINGS OF MEMBERS

3.1 Every general meeting shall be held on the day and at the time and place, in accordance with the *Societies Act*, as the Board decides.

3.2 An annual general meeting shall be held in each calendar year not more than 6 months after the fiscal year end of the Association.

3.3 The members may requisition a general meeting by delivering to the Association's registered office a requisition signed by not less than 10% of the members and the Board shall,

within 21 days, call a general meeting, to be held within 60 days after the date of the Association's receipt of the requisition, to consider the business stated in the requisition.

3.4 The members may deliver to the Association's business office a notice signed by not less than 1% of the members setting out a matter that the members propose to have considered at an annual general meeting and the Association shall, in accordance with section 81 of the *Societies Act*, include the proposal in the notice of the annual general meeting if the proposal was received by the Association at least 7 days before notice of the annual general meeting is sent.

3.5 The Association shall, not less than 21 days before it holds a general meeting, give notice of the general meeting to the members in accordance with Bylaw 14. A proxy in the form determined by the Board shall accompany the notice.

3.6 The notice of a general meeting shall specify:

- (a) the place, the day and the time of the meeting;
- (b) in the case of special business (as defined in Bylaw 4.1), the nature of that business; and
- (c) the text of any special resolution to be considered at the meeting.

3.7 Every general meeting, other than an annual general meeting, is a special general meeting.

3.8 The accidental omission to give notice of a general meeting to a member, the accidental omission to include a proxy with a notice, or the non-receipt of a notice of a general meeting by any member does not invalidate proceedings at that general meeting.

4.0 PROCEEDINGS AT GENERAL MEETINGS

4.1 Special business is:

- (a) all business at a special general meeting except the adoption of rules of order and procedural motions, and
- (b) all business at an annual general meeting, except,
 - (i) the adoption of rules of order and procedural motions;
 - (ii) the consideration of the financial statements;
 - (iii) the report of the Directors;
 - (iv) the most recent report of the auditor;
 - (v) the appointment of the auditor; and
 - (vi) the other business that, under these Bylaws, must be transacted at an annual general meeting or business which is introduced in the report of the Directors.

4.2 No business, other than the election of a chair for the meeting and the adjournment or termination of the meeting, shall be conducted at a general meeting at a time when a quorum is not present.

4.3 If at any time during a general meeting there ceases to be a quorum present, business then in progress shall be suspended until there is a quorum present or until the meeting is adjourned or terminated.

4.4 A quorum for a general meeting is 10 members who are present in person or by proxy.

4.5 If within 30 minutes from the time appointed for a general meeting a quorum is not present, the meeting, if convened on the requisition of members, shall be terminated; but in any other case, it shall stand adjourned to the same day in the next week, at the same time and place, and if, at the adjourned meeting, a quorum is not present within 30 minutes from the time appointed for the meeting, the members present constitute a quorum.

4.6 Subject to Bylaw 4.7, the Chair shall preside as chair of a general meeting, unless another person is selected by the Board in advance of the meeting.

4.7 If the person who, pursuant to Bylaw 4.6, is to chair a general meeting is not present within 15 minutes after the time appointed for holding the meeting, any Director present may be appointed by the members present to act as chair. If no Director is present or no Director is willing to act as chair, the members present shall choose a chair.

4.8 The chair of a general meeting may, or, if so directed by the members at the meeting, must, adjourn a general meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

4.9 When a general meeting is adjourned for 10 days or more, notice of the adjourned meeting shall be given in the manner set out under Bylaw 14.2 except that the Association shall not be required to provide 21 days advance notice of the adjourned meeting.

4.10 Except as provided in Bylaw 4.9, it is not necessary to give notice of an adjournment or of the business to be transacted at an adjourned general meeting.

4.11 A resolution proposed at a general meeting must be seconded and the chair of a general meeting may propose a resolution.

4.12 In case of an equality of votes at a general meeting, the chair shall not have a casting vote in addition to the vote to which the chair may be entitled as a member and the proposed resolution shall not pass.

4.13 A member is entitled to one vote at a general meeting.

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.

4.15 A member may appoint by proxy a person to act and vote on behalf of the member at a general meeting.

4.16 A proxy:

- (a) shall be in writing and in the form determined by the Board;
- (b) shall be signed by the member giving it;
- (c) may contain limitations on the exercise of the power conferred by it; and
- (d) is valid only at the general meeting for which it is given and any adjournment of that meeting.

4.17 A proxyholder:

- (a) must be a member; and
- (b) if not a Director, may be the proxyholder for at most 5 other members who have given a general power of proxy.

4.18 The original or a copy of a proxy may be deposited at such place as is specified for that purpose in the notice calling the general meeting at any time prior to the commencement of the meeting, or adjourned general meeting, or with the chair of the meeting, the Secretary, or the senior manager of the Association.

4.19 A vote given in accordance with a proxy is valid notwithstanding the previous death or incapacity of the member giving the proxy.

4.20 A proxy may be revoked only by an instrument in writing:

- (a) executed by the member who gave the proxy; and
- (b) delivered either to the business office of the Association at any time up to and including the last Business Day preceding the day of the general meeting or adjourned general meeting for which the proxy is given, or to the chair of the meeting, the Secretary, or the senior manager of the Association on the day of the meeting, or any adjournment thereof, before any vote in respect of which the proxy is given has taken place.

4.21 Directors may, but are not obliged to, solicit proxies prior to a general meeting.

4.22 Any issue at a general meeting which is not required by these Bylaws or the *Societies Act* to be decided by a special resolution shall be decided by an ordinary resolution.

5.0 ELECTION OF DIRECTORS

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.

6.0 DIRECTORS

6.1 The Directors must manage, or supervise the management of, the activities and internal affairs of the Association and may exercise all the powers and do all the acts and things that the Association may exercise and do, and which are not by these Bylaws or by statute or otherwise lawfully directed or required to be exercised or done by the Association in a general meeting, but subject, nevertheless, to:

- (a) all laws affecting the Association,
- (b) in recognition of its unique relationship with UBC, and the necessity to support and enhance UBC's academic mission, compliance with all agreements made between UBC and the Association; and
- (c) these Bylaws.

6.2 The number of directors is 7.

6.3 [Deleted]

6.4 No person may become a Director if the person is not qualified pursuant to the *Societies Act* to be a director of a society. If a person is not qualified, the election or appointment of the person is void.

6.5 If, at any time, a Director ceases to be qualified pursuant to the *Societies Act* to be

a director of a society, he or she ceases to be a Director.

- 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.

6.8 The members may, by special resolution, remove a Director from office and may elect a successor at the general meeting at which the Director is removed to complete the term of the Director.

6.9 Each Director shall uphold and comply with the Constitution and Bylaws.

6.10 Each Director, when exercising the powers and performing the functions of a Director, shall:

- (a) act honestly and in good faith with a view to the best interests of the Association; and
- (b) exercise the care, diligence and skill that a reasonably prudent individual would exercise in comparable circumstances.

6.11 A stipend shall be paid each year, within 5 Business Days after November 30 of the year, to each person who was a Director at any time in the period beginning December 1 of the preceding year and ending November 30 of the year. The stipend is payable for service during that period.

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.

6.13 The amount of the stipend payable to a person for service as a director other than the Chair for the period in a calendar year for which the stipend is payable shall be determined by prorating the annual amount of the stipend for the year by the ratio of the number of days in the period that the person served as a director other than the Chair to 365. The amount of the stipend payable to a person for service as the Chair shall be determined in a similar manner.

6.14 A Director shall be reimbursed for all expenses reasonably incurred by the Director while engaged in the affairs of the Association.

6.15 For any matter that is, or is to be, the subject of consideration by the Board, if that

matter could result in the creation of a duty or interest that materially conflicts with a Director's duty or interest as a Director, directly or indirectly, that Director shall fully disclose the interest to the Board, abstain from voting on the matter, leave the meeting when the matter is being discussed or voted on, and refrain from any action intended to influence the discussion or vote.

6.16 A Director shall account to the Association for any profit made as a consequence of the Association entering into or performing any contract or transaction, unless:

- (a) the Director complies with Bylaw 6.15; or
- (b) the contract or transaction was reasonable and fair to the Association at the time it was entered into, and after full disclosure of the nature and extent of the interest in the contract or transaction it is approved by special resolution of the members.

6.17 Except as permitted by Bylaw 6.18, a member may not serve more than 2 consecutive terms as a Director.

6.18 If, before giving effect to this Bylaw, there are fewer nominees for an election of directors than positions to be filled, a member who would otherwise be prohibited by Bylaw 6.17 from serving another term may serve another term. For greater certainty, this Bylaw may apply more than once to a Director.

6.19 A partial term as a director served by a member who has been appointed to fill a vacancy (other than a member appointed after 2020 and within 6 months after the end of an election of directors) shall not be counted as a term for the purposes of Bylaw 6.17.

6.20 A Director may resign in accordance with the *Societies Act*.

7.0 PROCEEDINGS OF DIRECTORS

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.

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.

7.12 The Board may delegate any, but not all, of its powers provided that it continues to supervise the management and affairs of the Association. In making any such delegation the Board shall establish terms of reference which shall include that any committee, delegate, or delegates to which powers are delegated shall regularly report to the Board.

8.0 UBC MEMBERS

8.1 Subject to Bylaws 8.2 and 8.3, the UBC Members may attend all Board meetings.

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

- (a) informed in advance that they may be excluded,
- (b) given sufficient information of a general nature to ascertain the rationale for their potential exclusion, and
- (c) given the opportunity to provide any additional information that may be relevant to the Board's decision.

8.3 Unless permitted by the meeting chair, the UBC Members may not be present for the discussion of a motion to exclude them.

8.4 If UBC Members are not permitted to be present for the discussion of a motion to exclude them and the motion is adopted, the meeting chair shall inform the UBC Members of the decision and give them a brief summary of the reasons for their exclusion.

8.5 The UBC Members may participate in discussions at a Board meeting, except as otherwise decided by the meeting chair, acting reasonably.

8.6 Subject to Bylaw 8.7, the Association shall provide the UBC Members with reasonable notice of all Board meetings and with all documents prepared for Board meetings.

8.7 Bylaw 8.6 does not apply with respect to documents relating to any matter for which the Chair (or a delegate of the Chair), reasonably believes that UBC will be adverse in interest to the Association and anticipates that a Board resolution excluding the UBC Members will be adopted. If the Board does not exclude the UBC Members from attending when the matter is considered, they shall be given the documents relating to the matter.

8.8 One UBC Member shall be permitted to attend and participate in meetings of the Association's committee that has responsibility for the formulation of the Association's annual

budget. Except as otherwise directed by the Board, the UBC Member is permitted to share all budget-related information and Association financial reports with UBC employees and the Board of Governors of UBC, but only for the purposes of enabling UBC to exercise its rights and comply with its obligations under any agreement between the Association and UBC.

9.0 OFFICERS

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.

9.2 The Chair shall undertake such activities in connection with the affairs of the Association as determined by the Board.

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.

10.0 MANAGEMENT

10.1 The Board may appoint a senior manager of the Association in accordance with section 61 of the *Societies Act*, and such other employees and persons as may be required to manage the business, financial and other affairs of the Association under the direction of the Board.

11.0 SEAL

11.1 The Board may provide a common seal for the Association and may destroy a seal and substitute a new seal in its place.

11.2 The common seal shall be affixed only when authorized by a Board resolution and then only in the presence of the persons prescribed in the resolution or if no persons are prescribed, in the presence of the Chair and the Secretary.

12.0 RECORDS AND FINANCES

12.1 In order to carry out the purposes of the Association the Board may, on behalf of and in the name of the Association, raise or borrow and secure the payment or repayment of money in the manner it decides, and, in particular but without limiting the foregoing, by the issue of debentures.

12.2 No debenture shall be issued without the sanction of a special resolution of the members.

12.3 The members may by special resolution restrict the borrowing powers of the Board, but a restriction imposed expires at the next annual general meeting.

12.4 The Association shall keep proper accounting records in respect of all financial and other transactions, including the following:

- (a) each receipt or disbursement of the Association;
- (b) every asset and liability of the Association; and

- (c) every other transaction affecting the financial position of the Association.

12.5 The records of the Association that must be available for inspection by the members under the *Societies Act* may be inspected by the members at the business office of the Association.

13.0 AUDITOR

13.1 The Association shall have an auditor, who shall prepare an annual report to the members on the financial statements that are to be placed before the Association at each annual general meeting. The auditor shall state in the report whether, in the auditor's opinion, the financial statements present fairly the financial position of the Association and the results of its operations for the period under review and, shall identify expenditures or commitments which appear to be inconsistent with the purposes of the Association or significant changes from prior annual reports. If the opinion contained in the report of the auditor is qualified, the auditor shall state the reasons in the report.

13.2 At each annual general meeting the Association shall appoint an auditor to hold office until the next annual general meeting.

13.3 An auditor may be removed by ordinary resolution.

13.4 An auditor shall be promptly informed in writing of appointment or removal.

13.5 No Director, employee or member of the Association may be auditor.

13.6 The auditor may attend general meetings.

14.0 NOTICES TO MEMBERS

14.1 Unless otherwise specified in these Bylaws, a notice may be given either personally, by mail, or by email to the members at their addresses as noted in the records of the Association or, in the case of notice of a general meeting, in accordance with Bylaw 14.2.

14.2 Provided the Association has more than 250 members, notice of a general meeting may be given by:

- (a) emailing it to the email address of every member who has provided an email address to the Association; and
- (b) posting it to the Association website throughout the period commencing at least 21 days before the meeting and ending when the meeting is held.

14.3 A notice sent by mail shall be deemed to have been given on the second day following that on which the notice is posted, and in proving that notice has been given it is sufficient to prove that the notice was properly addressed and put in a Canadian post office receptacle.

14.4 Notice of a general meeting shall be given to:

- (a) every person who is a member on the day the notice is given; and
- (b) the auditor.

15.0 BYLAWS

15.1 A member is entitled to receive, without charge, one copy of the current Constitution and Bylaws of the Association.

15.2 These Bylaws shall not be altered or added to except by special resolution.

15.3 Notwithstanding anything to the contrary, Bylaws 6.1(b), 16.2, and this Bylaw, shall not be altered or added to except by special resolution where at least one UBC Member is present and no UBC Member opposes the resolution.

16.0 DISSOLUTION OF ASSOCIATION

16.1 In the event the Local Areas become part of the City of Vancouver or another municipality or become governed by a similar type of local government, the Directors shall put the question of the dissolution of the Association to the members at a special general meeting called for that purpose.

16.2 If the members authorize dissolution of the Association, or if the Association enters into liquidation proceedings pursuant to the *Societies Act*, the assets remaining after all liabilities have been paid or adequate provision for payment of the liabilities has been made, shall be distributed to the Qualified Recipient that replaces the Association as the provider of municipal-like services. If there is no such Qualified Recipient, then the remaining assets shall be distributed to the Qualified Recipient or Qualified Recipients specified in an ordinary resolution of the members or, if passing an ordinary resolution is not feasible, specified in a Board resolution.



Report Date: October 5, 2023
Meeting Date: October 17, 2023
From: Robyn Chan, Sustainability Specialist
Subject: Capital Replacement Reserve Withdrawal – Hawthorn Community Garden Plot Replacement

Background

The Hawthorn community garden was built in 2008 and has 77 plots. Plots within the Hawthorn Community Garden have required significant repairs over the last year. Repairs have become more difficult due to the condition of the wood, as the garden plots are reaching the end of servicing life, resulting in higher costs and increased problems for gardeners.

The UNA's municipal services team has recommended a complete replacement of most of the plots in the garden in order to keep the garden in good operational condition. As this is an unbudgeted item and required repair it is recommended that the replacement costs be funded from the Neighbours' Fund Capital Replacement Reserve.

Decision Requested

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 Hawthorn Community Garden Plot Replacement, which amount is estimated to be approximately \$70,000.

(b) provide the UNA with written confirmation that the Neighbours Fund may be used to make the payment to the UNA.

AND 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 Hawthorn Community Garden is situated on land licensed from FP Innovations to UBC, with a sublicense from UBC to the UNA. As part of the sublicense obligations the UNA is responsible for repairs and maintaining the garden in good condition.

Generally, repairs to community garden plots are done once a year before the gardening season starts in March. However, due to the deteriorating condition of the wooden plots in Hawthorn Community Garden, more frequent and costly repairs have been necessary throughout the 2023 gardening season. This has resulted in increased labour and materials costs beyond what is normally budgeted.

The UNA's municipal services team reviewed the condition of the Hawthorn Community Garden and has recommended that most of the plots undergo complete replacement during the off-season, which runs from November 1, 2023 to March 14, 2024, in order to maximize efficiency and return the garden to a good condition. This work will take approximately 2-3 weeks to complete and cost approximately \$1,200 per plot including materials and labour. An additional estimated \$5,000-10,000 is budgeted for soil replacement.

No permit application is required because it is a 1:1 replacement of the existing garden plots with original design and materials.

The work would be completed by Badger Earthworks, and the target is to complete the Hawthorn Garden Plot Replacement by late November 2023.

Financial Implications

The Capital Replacement Reserve is meant to pay for the cost of repairing and replacing facilities and amenities. Facilities include the physical aspects of the UNA community centres in the Designated Local Areas. Amenities include community gardens and equipment in the Designated Local Areas.

The Capital Replacement Reserve currently contains \$2,326,531 (balance as of March 2023).

Staff are recommending a full Hawthorn Community Garden Replacement, which will result in estimated project costs of \$70,000.

Operational Implications

Badger Earthworks indicated the project will take approximately 2-3 weeks to complete.

Gardeners have been asked to clear their plots as of October 31 to facilitate plot replacement. As the gardening season officially ends on October 15, only a small number of gardeners who continue to garden over the winter will be impacted. They have been offered planter pots to transplant any plants growing over the winter, which can be replanted once the replacement is complete.

Strategic Objective

1. Environmental Sustainability
2. Creating Connection

Attachments

1. Schedule A – Hawthorn Community Garden map
2. Badger Earthworks replacement project quote
3. Artisan Garden replacement soil quote

Concurrence

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

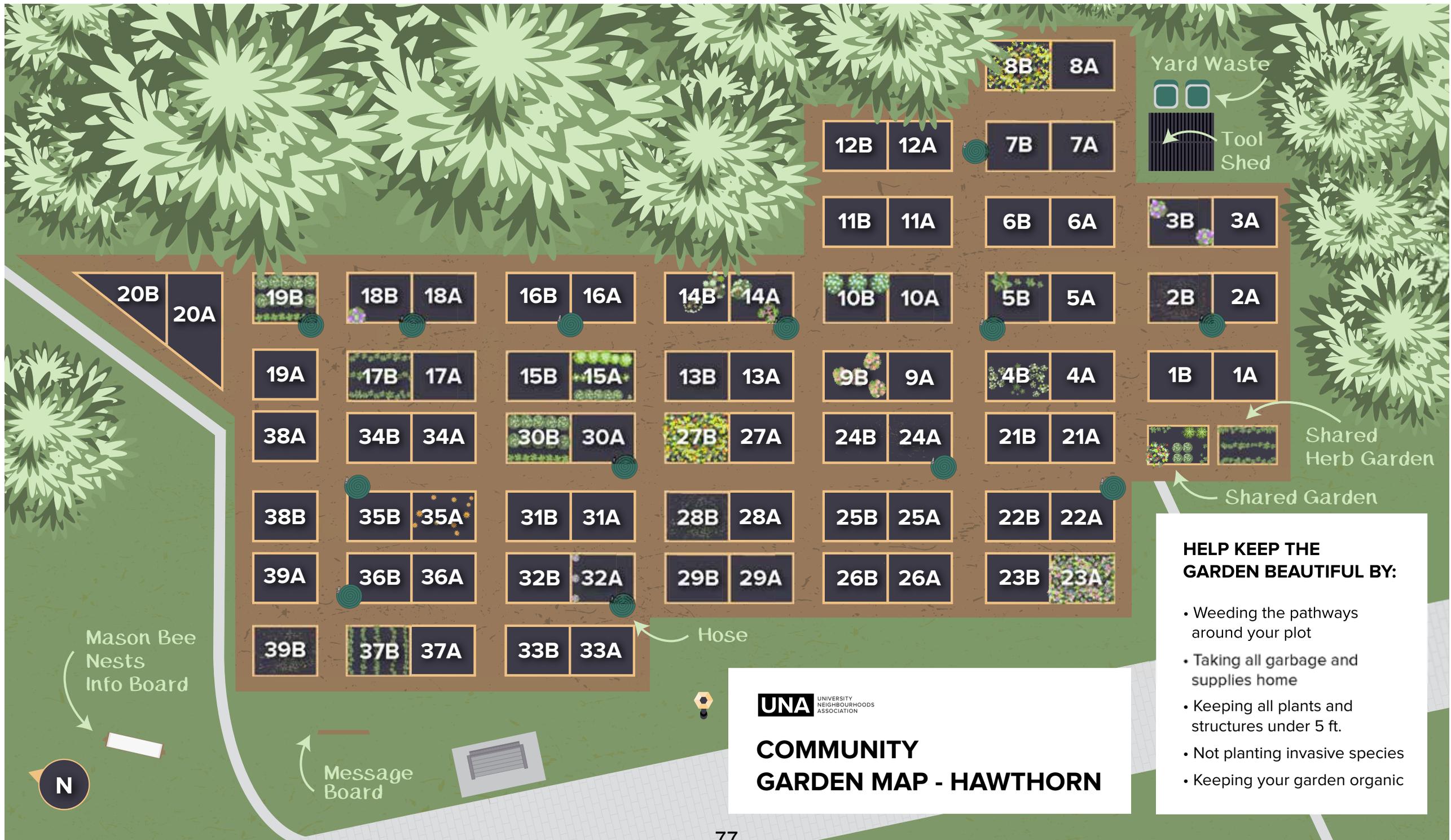
Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Robyn Chan', written in a cursive style.

Robyn Chan
Sustainability Specialist

A handwritten signature in blue ink, appearing to read 'Sundance Topham', written in a cursive style.

Sundance Topham
Chief Administrative Officer



UNA UNIVERSITY NEIGHBOURHOODS ASSOCIATION

COMMUNITY GARDEN MAP - HAWTHORN

HELP KEEP THE GARDEN BEAUTIFUL BY:

- Weeding the pathways around your plot
- Taking all garbage and supplies home
- Keeping all plants and structures under 5 ft.
- Not planting invasive species
- Keeping your garden organic



Badger Earthworks Ltd

18969 40th Ave
 Surrey, BC V3Z 1A8
 kathy_badger@shaw.ca

QUOTE

Quote No.: 995
 Date: Oct 05, 2023
 Page: 1
 Ship Date:

Sold To:

University Neighbourhoods Association
 #202 - 5923 Berton Avenue
 Vancouver, BC V6S 0B3

Ship To:

University Neighbourhoods Association
 Attn: Wegland Sit
 Hawthorn Gardens

Business No.: 859461378RC0001

Item No.	Quantity	Unit	Description	Tax	Unit Price	Amount	
	46	Each	HAWTHORN COMMUNITY GARDEN PLOT REPLACEMENT 20' x 6' plots note: 3 course treated 4x4 Labour & Disposal of old wood, Subtotal:	GE	1,200.00	55,200.00	
			GE - GST @ 5%; PST, Exempt GST			2,760.00	
Shipped by Terms: Net 30. Due Nov 04, 2023. Comments Sold By:						Total Amount	57,960.00

Robyn Chan

From: Tom Ciprian <tom@artisangardengroup.com>
Sent: September 13, 2023 10:48 AM
To: Robyn Chan
Subject: Artisan Enquiry - Vegetable Blend

You don't often get email from tom@artisangardengroup.com. [Learn why this is important](#)

[EXTERNAL] - This email originated from outside your organization. Do not click any link and do not open attachments unless you can confirm the sender.

Morning Robyn,

I also left you a voicemail as I heard you're in the office Tuesday and Thursday. Thank you for the enquiry re: our vegetable blend garden soil. As per your requested 11+ yards, we can quote a full truck of soil (12 yds), including delivery to UBC for \$710 +GST. Of course, you are looking for this in the Spring next year but I don't believe our prices will be changing between now and then. If so, delivery charges could rise by \$10-\$15 if diesel prices have another spike like in the previous year but we are not anticipating that.

Please let me know if you are looking for even larger quantities and I may be able to adjust price based on volume.

We deliver Monday through Saturday between 8am - 3pm for reference.

Many thanks again, please let me know if you have any questions

Regards,

Tom

--

Tom Ciprian
Operations Manager
Direct: 604.364.8069

778-TOP-SOIL (778-867-7645)

Artisan Garden Group
7509 Meadow Ave, Burnaby BC V5J 4Z2
www.artisangardengroup.com

A positive [Review](#) would mean so much!

You can follow us:





Report Date: October 10, 2023
Meeting Date: October 17, 2023
From: Sundance Topham, Chief Administrative Officer
Subject: 2023-24 UNA Staff Work Plan – 2nd Quarter Update

Background

The 2023-24 UNA Staff Work Plan – 2nd Quarter Update is presented for information.

Decision Requested

For information

Discussion

The 2023-24 UNA Staff Work Plan was approved by the Board at the April 18, 2023 meeting. This update is comprised of the work that has taken place since the Board approved the work plan – and is up to date through the end of September.

The first major initiative to highlight was the changes approved to move forward electronic voting, and other Bylaw amendments as approved by the members at the UNA Annual General Meeting.

The second item to highlight is the relaunch of The Campus Resident – the print and online editions of the paper launched at the beginning of September.

Finally, the third area where staff spent a significant amount of time was governance-related work, including supporting Board committees, and providing technical support for the Neighbourhood Climate Action Plan process.

Financial Implications

The initiatives contained within the work plan are funded in the 2023-24 approved budget.

Operational Implications

None



Strategic Objective

The 2023-24 UNA Staff Work Plan moves forward all five of the Board's strategic initiatives:

1. Governance
2. Advocacy
3. Environmental Sustainability
4. Creating Connection
5. Organizational Capacity

Attachments

1. Schedule A – 2023-24 UNA Staff Work Plan – 2nd Quarter Update.

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

GOVERNANCE

Strengthen the UNA’s role as the administrative body of the University Neighbourhoods, with the authority, autonomy and scope of responsibilities required to meet the needs of the diverse and growing community, raise sufficient financial resources, regulate in public spaces, and effectively represent the interests of the Neighbourhoods.

Goals:

Continue to work with UBC on the revision of the Neighbours’ Agreement to set out, in a clear and complete fashion, the rights and obligations of the UNA and UBC.

- Support the Board and Neighbours Agreement Committee on any changes to Neighbours’ Agreement 2020.

Develop the capacity and tools to regulate matters of public safety and public order, including matters related to animal control and protection for pedestrians and cyclists.

- Investigate increased regulatory rules implementation (i.e. Dog Control Rules).
- Work with UBC and Area A Director to advocate for increased pedestrian and cyclist safety improvements.

Work to strengthen local democracy by engaging residents on the importance of UNA membership, encouraging residents to

Progress:

Continue to work with UBC on the revision of the Neighbours’ Agreement to set out, in a clear and complete fashion, the rights and obligations of the UNA and UBC.

- Continue to support the Neighbours Agreement Committee in the negotiations with UBC. The progress through the end of September was limited as we are waiting on UBC to respond on a number of substantive items.

Develop the capacity and tools to regulate matters of public safety and public order, including matters related to animal control and protection for pedestrians and cyclists.

- Drafted a report for the September Board meeting to review dog leash regulatory rule process – awaiting future Board direction.
- Continue to work with UBC on traffic safety initiatives, including attending Transportation Coordination Committee meetings.

Work to strengthen local democracy by engaging residents on the importance of UNA membership, encouraging residents to become

<p>become members, and helping residents to overcome challenges to voting and participating in civic affairs.</p> <ul style="list-style-type: none"> • Work with the Governance and Human Resources Committee and Board to investigate electronic voting options for UNA elections. 	<p>members, and helping residents to overcome challenges to voting and participating in civic affairs.</p> <ul style="list-style-type: none"> • Worked with the Board to propose amendments to the UNA Bylaws to implement electronic voting for Director elections. Changes were approved at the 2023 AGM.
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ADVOCACY

Enhance the capacity of the UNA to represent the University Neighbourhoods, and to advocate on behalf of the community in discussions with the University of British Columbia as well as with a range of other public bodies whose decisions and services affect the University Neighbourhoods.

<p>Goals:</p> <p>Develop well-researched and -articulated positions on matters of community development for presentation to UBC as part of the Campus Vision 2050 planning process.</p> <ul style="list-style-type: none"> • Support the Board and Land Use Advisory Committee in interactions with UBC. <p>Create a UNA Advocacy Strategy to identify the key public agencies whose decisions and initiatives impact the University Neighbourhoods, identify opportunities and methods for engagement, and develop UNA positions to advocate.</p> <ul style="list-style-type: none"> • Undertake preliminary assessment work on the formation of the strategy. 	<p>Progress:</p> <p>Develop well-researched and -articulated positions on matters of community development for presentation to UBC as part of the Campus Vision 2050 planning process.</p> <ul style="list-style-type: none"> • Continue to support the Board and Land Use Advisory Committee in interactions with UBC. Land Use Plan hearing on hold until the fall. <p>Create a UNA Advocacy Strategy to identify the key public agencies whose decisions and initiatives impact the University Neighbourhoods, identify opportunities and methods for engagement, and develop UNA positions to advocate.</p> <ul style="list-style-type: none"> • No progress
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ENVIRONMENTAL SUSTAINABILITY

In close collaboration with UBC, create opportunities for the organization and the community to reduce the University Neighbourhoods' ecological footprint, take action on climate change, protect the natural environment and position the Neighbourhoods as a leader in environmental sustainability.

Goals:

Participate with UBC in the development of a Neighbourhood Climate Action Plan for the community.

- Support the Board in ensuring that UNA interests are incorporated in any REAP revisions.
- Support the Board in ensuring that UNA interests are incorporated in any Neighbourhood Climate Action Plan.

Work with UBC to ensure that the UNA's landscaping service is based on, incorporates, and makes optimum use of, sustainable landscaping practices.

- Finalize the creation of a Board endorsed Landscape Management Plan.
- Work with UBC and UBCPT to ensure that neighbourhood developments incorporate sustainable landscaping practices.

Seek ways to reduce the environmental and climate impacts of UNA's own operations.

- Ensure the Landscape Management Plan reduces the environmental and climate impacts of UNA landscaping contractors.

Progress:

Participate with UBC in the development of a Neighbourhood Climate Action Plan for the community.

- Provided support in the formulation of REAP revision feedback.
- Continue to participate in the Neighbourhood Climate Action Planning process, including ongoing engagement in the UBC-UNA Staff Working Group.

Work with UBC to ensure that the UNA's landscaping service is based on, incorporates, and makes optimum use of, sustainable landscaping practices.

- Landscape Management Plan finalized.
- Continue to engage with UBC and UBCPT when applicable – i.e. the Development Review Committee.

Seek ways to reduce the environmental and climate impacts of UNA's own operations.

- New Board endorsed Landscape Management Plan includes enhanced sustainability practices.
- Green Depot hours extended.

- Continue to increase use of electric landscaping in UNA operations.

Develop accessible information resources and supports to help residents reduce greenhouse gas emissions, adapt to irreversible climate changes, connect to nature, and protect the environment.

- Complete the Community Works Fund Electric Vehicle Charging Station project.
- Work with the UBC Sustainability Scholars Program to identify short-term and long-term measures to provide cool, accessible public spaces during extreme heat events and where they could be situated in the university residential neighbourhoods.

Ensure that natural disaster planning efforts undertaken by UBC and Metro Vancouver take into account the needs and expectations of the UNA and the University Neighbourhoods.

- Work closely with UBC to ensure that UNA residents and stratas have access to up-to-date and accessible emergency planning resources.

- Increased the use of electric landscaping in UNA operations by funding the purchase of new electric landscaping equipment for UNA contractors.

Develop accessible information resources and supports to help residents reduce greenhouse gas emissions, adapt to irreversible climate changes, connect to nature, and protect the environment.

- Community Works Fund Electric Vehicle Charging Station project advanced to the next stage. BC Hydro has indicated that they may be able to help fund a similar project, reducing the required use of Community Works Funds. Awaiting confirmation of BC Hydro involvement.
- UBC Sustainability Scholars Program representative has been identified and the report is in draft form. Report to come to the Board in the fall.

Ensure that natural disaster planning efforts undertaken by UBC and Metro Vancouver take into account the needs and expectations of the UNA and the University Neighbourhoods.

- Liaised with UBC Risk Services to formulate a list of frequently asked questions for UNA residents and stratas.
- Worked with UBC Risk Services to improve individual emergency preparedness through the distribution of UBC Emergency Preparedness Guide and host emergency preparation workshop at Wesbrook Community Centre.

CREATING CONNECTION

Develop the opportunities, materials and tools to engage residents, irrespective of differences in language, culture and background, in UNA services, UNA decision-making, and efforts to build a strong sense of community.

Goals:

Review messaging and methods used to communicate information on the UNA and its role, local services, opportunities for engagement and community-building efforts to different groups in the community.

- Identify and implement new communications processes.
- Implement electronic streaming of Board meetings.
- Implement the recommendations of the Recreation Programming Review.
- Create a UNA Newcomers Guide.

Work with UBC to define a role for the UNA in supporting the University’s reconciliation efforts.

- TBD

Activate and support, directly and through the actions of others, volunteers in the community who wish to undertake or participate in community-building efforts, local service delivery and other initiatives aimed at strengthening community.

- Increase UNA volunteer appreciation events.
- Implement changes to volunteer programming and services as recommended in the Recreation Program Review.

Create technological and other platforms that can be used by the UNA to engage the community, and by different groups in the community to engage each other.

Progress:

Review messaging and methods used to communicate information on the UNA and its role, local services, opportunities for engagement and community-building efforts to different groups in the community.

- Relunched the UNA’s social media channels, including Facebook and Instagram with emphasis on increasing events and programs promotions and general engagement.
- Relunched The Campus Resident.
- Improved audio-visual resources in the Wesbrook Community Centre Social Room. Upgrades will allow for enhanced electronic streaming of Board meetings.
- Currently implementing the recommendations of the Recreation Programming Review. Research underway for real-time program review metrics as well as the creation of a new staff position focused on the building of community through volunteer opportunities within the UNA. In addition, this position will serve as a lead in working with Newcomer groups. UNA Newcomers Guide currently being created by the Community Engagement Advisory Committee.

Work with UBC to define a role for the UNA in supporting the University’s reconciliation efforts.

- No Progress

Activate and support, directly and through the actions of others, volunteers in the community who wish to undertake or participate in community-building efforts, local service delivery and other initiatives aimed at strengthening community.

<ul style="list-style-type: none"> • Improve UNA communication resources to ensure that residents can easily interact with the UNA, including implementing an after hours call service. • Explore partnerships with UBC and other local jurisdictions on the creation of a 311 reporting tool. • Update the Living Room of the Old Barn Community Centre to improve community connection. 	<ul style="list-style-type: none"> • Increase UNA volunteer appreciation events – including preliminary planning for a semi-formal volunteer appreciation and recognition night. Held annual Green Depot volunteer appreciation celebration. • Improved the volunteer’s page on the UNA website to include more detailed descriptions of volunteering opportunities. • Currently creating a new position focused on people and culture. <p>Create technological and other platforms that can be used by the UNA to engage the community, and by different groups in the community to engage each other.</p> <ul style="list-style-type: none"> • After hours call service provider identified. Staff currently working on internal procedures to align with enhanced service. • No progress on the creation of a 311 reporting tool. • Upgrades to Living Room of the Old Barn Community Centre are complete.
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ORGANIZATIONAL CAPACITY

Ensure that the organization has the people and resources in place to support the Board in its work, take decisive action on the UNA’s strategic priorities, and meet the local service needs of the community in innovative and cost-effective ways.

<p>Goals:</p> <p>Develop programs, incentives and other initiatives aimed at enhancing the UNA’s ability to attract qualified staff in a tightening labour market.</p> <ul style="list-style-type: none"> • Review existing hiring processes to ensure diversity, equity and inclusion principles are effectively incorporated. 	<p>Progress:</p> <p>Develop programs, incentives and other initiatives aimed at enhancing the UNA’s ability to attract qualified staff in a tightening labour market.</p> <ul style="list-style-type: none"> • Enhanced diversity language added to job posting templates. • Reviewing internal RRSP contribution program.
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<p>Develop a long-term organizational resources strategy to ensure that the UNA has the operational capacity to meet the evolving needs of the organization and community.</p> <ul style="list-style-type: none"> • TBD <p>Create and implement metrics to measure the organization’s performance in delivering services and acting on the UNA’s strategic priorities.</p> <ul style="list-style-type: none"> • Explore what metrics we would like to track and what is presently within our capacity to do so. 	<p>Develop a long-term organizational resources strategy to ensure that the UNA has the operational capacity to meet the evolving needs of the organization and community.</p> <ul style="list-style-type: none"> • Recreation has identified a need to develop both from within, through the Next Up Program, which will identify and train outstanding leaders in Recreation in addition to looking externally to the UNA community with a plan to offer diverse positions. <p>Create and implement metrics to measure the organization’s performance in delivering services and acting on the UNA’s strategic priorities.</p> <ul style="list-style-type: none"> • Initial investigation into real-time tracking for recreation programming feedback. • Operations has begun the initial development of UNA GIS data management system. This is a part of long-term UNA asset management development effort.
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Report Date: October 6, 2023
Meeting Date: October 17, 2023
From: Glenda Ollero, Communications Manager
Subject: Adding Land Acknowledgement Statement to the UNA Website

Background

In recognition of our evolving relationship with Indigenous people, a land acknowledgement is commonly practiced at UNA events, meetings and gatherings. To expand on this practice, this report includes recommendations for land acknowledgement statements to be added to the UNA website.

Decision Requested

THAT the UNA Board of Directors direct staff to include a land acknowledgement statement on the UNA website.

Discussion

Land acknowledgement is a small step in the work of reconciliation. It is a means for individuals and organizations to incorporate an awareness of Indigenous presence and land rights into their activities. Typically observed at the outset of ceremonies, lectures, or public gatherings, it offers a subtle means of acknowledging the historical impact of colonialism.

Land acknowledgement is common practice at UNA events, meetings and gatherings. In past years, we have seen an increased use of land acknowledgement statements on corporate and organizational websites, as well as email signatures. This practice is a small step to increase awareness.

Staff are recommending the addition of the following statement to the UNA website’s footer:

The University Neighbourhoods Association is situated on the traditional, ancestral and unceded territory of the x^wməθk^wəy’əm (Musqueam).

Organizationally it has also been the practice for some staff to opt to add a land acknowledgement statement to their email signatures. Staff are recommending that if staff or Directors choose to add the statement, they utilize the same message.



Financial Implications

None

Operational Implications

This project requires some work from the Communications Team to implement the website changes and to roll-out updated email signatures.

Strategic Objective

Creating Connection

Attachments

None

Concurrence

None

Respectfully submitted,

Glenda Ollero
Communications Manager

Sundance Topham
Chief Administrative Officer



Report Date: October 10th, 2023
Meeting Date: October 17th, 2023
From: Wegland Sit, Operations Manager
Subject: Wesbrook Community Field Replacement Discussion

Background

The Wesbrook Community Field is approximately 10 years old. The field was designed by Kamps Engineering Limited in 2012/13 and built in the summer of 2013.

The field is owned by UBC and there is a Joint Use Agreement between UBC and the Vancouver School Board (VSB) that outlines a number of responsibilities – including replacement of the field.

Certain obligations from the Joint Use Agreement have been assigned to the UNA as per the Artificial Playfield License. These obligations pertain to the management and operation of the field. The UNA acts as the “Manager” and oversees the daily operation of the field outside of school hours, as well as field rentals and general maintenance and upkeep.

As part of the operation of the field, there is an Operating Committee composed of UBC, VSB and UNA representatives. This committee has been idle for a number of years but has been re-activated to move forward the field replacement.

A recent study identified that the field has reached the end of its useful life, and this report speaks to next steps for the field replacement, including bringing forward recommendations from the committee regarding material choices and future reserve planning.

Decision Requested

1. THAT the Board approve the design and infill material choice as recommended by the Operating Committee, which is a blended slit film/monofilament fibre turf system with a coated SBR crumb rubber.
2. THAT the Board approve the withdrawal of \$1 million for the replacement project in which the money will come from the UNA’s deferred contributions (\$400,000.00) and the Community Field Replacement Reserve in the Neighbours’ Fund (\$600,000.00).
3. THAT the Board direct UNA staff to work with UBC and Vancouver School Board representatives to develop a new contribution agreement – specifically a



contribution agreement that investigates alternative infill solutions for the next field replacement.

Discussion

Background

From a legal perspective, the Wesbrook community field is owned by UBC, and there is a joint use agreement between UBC and Vancouver School Board (VSB) (attached as Schedule A).

Certain obligations from the Joint Use Agreement have been assigned to the UNA as per the Artificial Playfield License (attached as Schedule B). These obligations pertain more to the management and operation of the field - not the replacement - the capital replacement of the field is a UBC responsibility.

As part of the assigned obligations, the UNA is to collect an annual Maintenance Contribution from VSB, which includes funds to inspect, maintain and repair the field. The Maintenance Contribution is to be determined by the Operating Committee, as defined in the Joint Use Agreement (Section 12). This committee is made up of UBC and VSB personnel, this committee was largely inactive in the past 10 years.

As the replacement project will need Operation Committee input to determine the final design, the Operating Committee was re-activated to initiate the field replacement project.

Artificial Turf Design and Current Conditions

Since the Wesbrook Community Field is owned by UBC, and UBCPT has extensive experience in provide project management services for multiple UBC owned capital projects, UBC Properties Trust (UBCPT) will serve as project manager for the replacement project.

Acting as the project manager, UBCPT connected with Richard Findlay Landscape Architect Inc. (RFLA), to oversee the overall design of the field replacement project. RFLA performed a preliminary assessment and provide a subsequent onsite investigative report with recommendations (attached to this report as Schedule C).

During the preliminary assessment, the consultant concluded that:

- Minor depressions in the field of play where “puddled rubber” (infill rubber material) was collecting.

- Synthetic turf fibre degradation, including-torn fibres, worn fibres, loose fibres and flattened fibres.
- The field is at the end of its serviceable life cycle and in need for a replacement.

RFLA June report concluded that the field needed some critical maintenance activities to extend its service life for an additional one year. AstroTurf was hired by the UNA to perform the remediation work in July 2023 to extend the field service life by one more year to August 2024.

RFLA subsequently undertook further onsite investigations that gave a greater understanding of “current build” and the underlying conditions, noting that the artificial field is well suited for the successful removal and replacement of the existing synthetic turf field.

Replacement Field Design and Alternative Infill Materials

The existing artificial turf system is a combination of 63mm monofilament, the infill material is a combination of silica sand and styrene-butadiene rubber (SBR) infill with no shock pad installed.

RFLA was asked to provide information on infill materials and alternative materials available in the market.

As for infill materials, there are four types of infill materials available on the market that can be used in artificial turf.

1. Coated SBR Crumb Rubber: It has the lowest project cost at estimate \$1 million, which is within the existing Field Replacement Reserve. Coats recycled SBR with a virgin EPDM rubber layer, maintaining traction. This is a remove and replace option recommended by the consultant, this design also aligns with the standard for municipal fields in nearby municipalities.
2. Thermoplastic Elastomer (TPE) Infill: For the TPE material, it will increase the construction cost by approximately twenty to thirty percent higher to an estimate of \$1.3 million. TPE is an extruded plastic product with rounded pellets or crumbs mixed with sand. It's harder than rubber but resilient. TPE comes in various colors.
3. Virgin EPDM Rubber Infill: For EPDM material, the project cost will be pushed up to an estimate of \$1.4 million. It is made from virgin synthetic rubber, similar to SBR but may require a shock pad. The main problem is due to higher outdoor temperature, EPDM pieces tend to cling to each other and create lumps that don't break up even during maintenance. Given the issue, consultant does not recommend the committee to consider Virgin EPDM Rubber as infill material.

4. Organic/Natural Infill: Made from natural materials like cork and coconut fiber, these infills are VOC-free and offer reduced heat. They require additional maintenance to control disbursement issue and a shock pad. Their main problem is that they tend to float in a wet environment in Vancouver weather, deteriorate in wet climate, from our consultant point of view it is not a viable option for Vancouver climate.

As for the proposed material for the new artificial turf, the consultant recommended to go with a blended slit film/monofilament fibre turf system with a coated SBR crumb rubber, given the climate and the heavy use this field gets. Turf material was recommended with the consideration of daily heavy use of non-cleat usage. Non-cleat flat bottom shoes tend to exert extra pressure to the artificial turf that increases extra wear and tear. Going with a blended length design will provide a better structure to support with our daily use while maintain a healthy-looking appearance.

As for the design for the line markings, VSB indicated they would like to keep the existing field design for soccer with the additional ultimate frisbee line marking element to be included for the new replacement field. This new line marking design will nicely align the field usage with general high school sport programs strategic direction.

Sport Field Strategy - City of Vancouver Park Board

At the writing of this report, the City of Vancouver Park Board is also developing the first draft of Sport Field Strategy, to better understand the current state of sport fields in Vancouver, to establish priorities and focus areas for both infrastructure and management, and finally this strategy is expected to guide sport field development and maintenance decision making for the next 10+ years for the Park Board.

As part of the Sport Field Strategy the Vancouver Park Board reached out to Coastal Health (VCH) to consulted on health-related questions. Some of the [findings](#) that can be found in VCH response :

1. Serious health risks, including cancer, are not known to be increased due to activities on synthetic turf fields with crumb rubber infill.
2. Some research suggests that there may be more burns, cuts and scrapes, and ankle injuries from playing on synthetic turf fields compared to natural fields.
3. On hot days, temperatures in areas of synthetic turf may be elevated and cause heat-related symptoms in players.
4. In summary, at this time there is not a strong public health rationale to discontinue the use of synthetic turf fields.

Operating Committee Meeting Updates

At the time of writing this report, two Operating Committee meetings were completed with UBC + VSB + UNA representatives. In the most recent meeting, choice of field material and concerns from UNA Board about alternative infill materials were brought up in the group discussion.

The outcome of the discussion was as follows:

- To follow the landscape consultant recommendations, as alternative materials are inappropriate for Vancouver’s climate.
- The current field design reflects regional practices in municipal turf fields as mentioned earlier in this report.
- Significantly higher costs for alternative materials without evidence of benefits.
- The VSB clearly indicates that other than the existing contribution located in the reserve, VSB are unable to commit additional funding for this project.
- No funding capacity for additional replacement costs.

Project Timeline

The following project timeline is required for the replacement work:

1. **May 2023** – First Operating Committee Meeting
 - a. UBC and VST to re-activate **Operating Committee**, the UNA will join the committee as the “Manager”, to discuss and develop the replacement plan.
2. **June 2023** – UBC Properties Trust and Landscape Architect and Consultant Selected
 - a. In mid-June 2022, UBC Properties Trust and the University Neighbourhoods Association on behalf of UBC and Vancouver School Board, engaged the Richard Findlay Landscape Architect Inc (RFLA), to analyze and assess the condition of the existing synthetic turf sports field at University Hill Secondary School.
3. **July 2023** - Site Investigation and temporary remediation work
 - a. The in-situ testing was to ensure that the field underlying surface conditions and drainage aspects allow the field to be consider as a

suitable candidate for simple removal and re-surface of the existing synthetic turf system and replacement with a new synthetic turf system.

- i. The result was positive, and the site is suitable for a for simple removal and re-surface.
 - b. Th UNA hired AstroTurf to complete a temporary repair work to extend the field serviceable life by one year as part of the short term remediation plan.
4. **August 2023** – Second Operating Committee Meeting
 - a. Updated the Committee with the result of site investigation.
 - b. Updated and subsequent group discussion to review material of choice.
 - c. Updated the Committee to renew reserve contribution agreement.
 - d. Present project timeline.
5. **November - December 2023** – Finalize Design and Material of Choice.
6. **January 2024** – Final design will go out to tender market for a competitive bidding process.
7. **July – August 2024** – Field Replacement Work
 - a. **Duration:** Replacement work during mid-Summer to avoid school year as a request from Vancouver School Board, the project turnaround time is expected to be 6 weeks.
 - b. **Staging Area:** We will need to secure a staging area of 300 super sacks if we plan to reuse the infill material. **Approximate the size of the volleyball court next to the artificial field.**

Financial Implications

Funding of the replacement project will be withdrawn from the Community Field Reserve.

The Community Field Reserve which currently has \$1 million. As per the original design of the reserve the money was to be held entirely by UBC, in the Neighbours Fund; however, we currently hold approximately \$400,000.00 in our bank account, and UBC currently holds approximately \$600,000.00 in the Neighbours Fund.

In order to access the funding, we require a motion from the UNA Board to allow UBC to utilize the money kept in the Neighbours Fund Reserve, along with the portion of the money held by the UNA.

The current design will be fully funded by the Field Replacement Reserve.

UNA staff, working with UBC and VSB representatives, are in the process of developing the next 10-year term field replacement reserve and funding arrangements. Vancouver School Board representative indicated there is opportunity to build a funding model that can potentially support alternative infill material design in the next iteration of the field replacement project, however, it is subjected to a further studies and subsequent approval from the Field Operation Committee, as using alternative materials typically increase the maintenance level costs.

Operational Implications

Part of the recommendations from the consultant is to increase regular field maintenance and double the routine annual large service and maintenance work for the purpose of extending servable life and maintaining the field in general good conditions.

This will be reviewed with the Field Operation Committee

Strategic Objective

Community and Stakeholder Relations

Attachments

1. Schedule A – Artificial Playfield Joint Use Agreement – UBC-VSB
2. Schedule B – Wesbrook Place Artificial Playfield License – UBC-UNA
3. Schedule C – Investigation Phase Report from Richard Findlay Landscape Architect Inc.

Concurrence

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



UNIVERSITY
NEIGHBOURHOODS
ASSOCIATION

**UNA BOARD MEETING
OPEN SESSION**

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

**UNIVERSITY HILL SECONDARY SCHOOL
ARTIFICIAL PLAYFIELD JOINT USE AGREEMENT**

(this "Agreement") dated for reference the 3rd day of October, 2012.

BETWEEN:

THE UNIVERSITY OF BRITISH COLUMBIA, a British Columbia corporation continued pursuant to the *University Act*, with an address of 107B 6328 Memorial Road, Vancouver, British Columbia V6T 1Z2

("UBC")

AND:

THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 39 (VANCOUVER), having an office at 1580 West Broadway, Vancouver, British Columbia V6J 5K8

(the "School Board")

WHEREAS:

- A. UBC and the School Board have entered into a lease agreement dated for reference December 1, 2010 for the purposes of the School Board constructing and operating a public secondary school to be known as University Hill Secondary School. UBC and the School Board have agreed to cooperate in the design, construction and joint use and operation of the Facility, which includes an artificial playfield, flood lighting system and other capital improvements, facilities and equipment ancillary thereto to be located on a lot owned by UBC, adjacent to the School Site.
- B. UBC has agreed to fund the construction costs and to manage the construction of the Facility.
- C. Both Parties are committed to maximizing the potential usage of the Facility through a spirit of cooperation.
- D. The management, operation and maintenance of the Facility will be performed by UBC or a manager pursuant to an agreement between UBC and the manager, which will incorporate the terms of this Agreement. As of the date of this Agreement, UBC contemplates that it will appoint the UNA as the Manager.
- E. UBC and the School Board have agreed that the School Board and Community Groups, including UBC, should share the Facility, based on this Agreement.

NOW THEREFORE in consideration of the terms and agreements hereinafter contained the Parties hereto covenant and agree as follows:

1 Definitions

For the purposes of this Agreement, the following terms shall have the following meanings:

- 1.1 **"After-Class Hours"** has the meaning given to it in Section 6.2;
- 1.2 **"Annual Capital Contribution"** means an amount to be determined by the Operating Committee, in accordance with Section 13.1;
- 1.3 **"Capital Equipment"** means furnishings, fixtures, equipment and machinery approved by the Parties for the activities that take place at the Facility, whether affixed to the Field or the Facility or placed upon it, or otherwise of a capital nature, such as goal posts, but excludes sports equipment such as cones, nets, balls, etc.;
- 1.4 **"Capital Replacement Amount"** has the meaning given in Section 13.1;
- 1.5 **"Capital Reserve Fund"** has the meaning given in Section 13.2;
- 1.6 **"Community Centre"** means the future Community Centre planned adjacent to the School Site and Facility;
- 1.7 **"Community Group"** means any community organization or individual member of the public, and in the capacity as an organization that may request use of the Facility on the same terms conditions as any other organization or individual, includes UBC and the UNA and, for the purposes of this Agreement, any use of the Facility by any Community Group, including UBC and the UNA, but excluding School Board Users using the Facility during School Times or After-Class Hours, shall be deemed to be use of the Facility by UBC;
- 1.8 **"Community Use Times"** means:
 - (a) when the School is in session, between the hours of 6:00 p.m. and 10:00 p.m. on Monday to Friday of each week, and from 7:00 a.m. to 10:00 p.m. of every day that is a Saturday, Sunday, Statutory Holiday and other day that the School is not open, including without limitation every day of the School's spring break, summer break and Christmas break, and during "professional days"; and
 - (b) when the School is not in session, from 7:00 a.m. to 10:00 p.m. daily;
- 1.9 **"Facility"** means the improvements to be constructed in the location set out in the Site Plan attached hereto as Schedule "A", that shall consist of the Field, walkways, Capital Equipment, field lights, and landscaped areas;

- 1.10 "Field" means the portion of the Facility comprised of the area of the artificial turf sports field, including the turf itself and any Capital Equipment installed in or located on the artificial turf sports field;
- 1.11 "Fieldhouse" has the meaning given to it in Section 10.1;
- 1.12 "Maintenance Contribution" has the meaning given to it in Section 12.5;
- 1.13 "Management License" means an agreement between UBC and a person (the Manager) for the operation and management of the Facility, as it may be amended, renewed, and replaced from time to time;
- 1.14 "Manager" means UBC, unless UBC enters into a Management License not in conflict with this Agreement and promptly delivers a copy to the School Board, in which case and for so long as a Management License is in effect, the Manager shall be the manager named in the Management License, provided that while a Management License is in effect, as between UBC and the School Board, any obligation of the Manager under this Agreement shall be deemed to be an obligation of UBC to the School Board;
- 1.15 "Master Schedule" has the meaning given to it in Section 7.1;
- 1.16 "Operating Committee" means, unless otherwise agreed, the group composed of two (2) staff appointees of the School Board and two (2) appointees of UBC, it being understood that at least one of UBC's appointees will be a representative of the Manager, and such other School Board and UBC appointees as are mutually agreed to be appointed by the respective Parties from time to time during the Term of this Agreement;
- 1.17 "Operating Costs" means the costs of the operation, maintenance and repair of the Facility, including without limitation, (a) all rates for electricity, gas, sewage, telecommunications, water and other utilities and services used upon or furnished to the Facility; (b) any tax, assessment, rate, fee or similar charge of any nature whatsoever that may be levied, assessed, charged or imposed or becomes a lien or charge upon the Facility or the Lands comprising the Facility (it being anticipated that the Lands will not attract taxation of any sort, including rural tax); (c) the cost to inspect, maintain and repair the Facility and its constituent parts, including the Field, fencing, lighting system(s) and all landscaping, pathways, and all other fixtures to an operational and good state of repair, whether such maintenance and repairs are planned and budgeted for, or are unexpected and unbudgeted for; (d) cleaning, sweeping, removal of rubbish, dirt, debris and pests, painting, snow and ice removal, sanding, salting, garbage, refuse, trash and waste collection, recycling and disposal; (e) provision of security services contemplated in this Agreement; and (f) the administrative costs of the Manager related to the management of the Facility;
- 1.18 "Operating Procedures" means the written rules and regulations for management and use of the Facility, as approved and amended from time to time in accordance with Article 15;

- 1.19 "**Parties**" means UBC and the School Board, and "Party" means either of the Parties;
- 1.20 "**Schedules**" means the schedule(s) to this Agreement;
- 1.21 "**School**" means the University Hill Secondary School;
- 1.22 "**School Board**" means The Board of Education of School District No. 39 (Vancouver);
- 1.23 "**School Board Users**" means
- (a) the School Board's students, faculty and staff when participating in or attending School Board events at the Facility or during the School Times' hours of 7:00 a.m. to 3:30 p.m.;
 - (b) families and friends of the School Board's students, faculty and staff and the students, faculty, staff of other school boards and their families and friends who are participating or attending joint events at the Facility (e.g. soccer matches and sports day events) in which the School Board's students, faculty and staff are participating; and
 - (c) spectators of the School Board's activities at the Facility;
- and, for the purposes of this Agreement, any use of the Facility by School Board Users during School Times or After-Class Hours shall be deemed to be use of the Facility by the School Board;
- 1.24 "**School Board's Proportionate Share**" means 40%, or such other proportionate share as the Operating Committee may upon annual review determine more accurately reflects the School Board's actual proportionate use of the Facility, including any use by third parties during the After-Class Hours, and excluding any use by the School Board for which the School Board has paid to UBC a fee or cost recovery charge;
- 1.25 "**School Site**" means the land and premises known as University Hill Secondary School that are the subject of a lease agreement dated for reference December 1, 2010 between the Parties;
- 1.26 "**School Times**" means every Monday through Friday from 7:00 a.m. to 6:00 p.m. excluding Statutory Holidays and days when the School is not in session (at the time of the execution of this Agreement, the School is in session from September 1 to June 30 - but see Section 7.6);
- 1.27 "**Term**" means the period of time described in Section 11.1 and 11.3 of this Agreement;
- 1.28 "**UBC's Proportionate Share**" means 60%, or such other proportionate share as the Operating Committee may upon annual review determine more accurately reflects the actual proportionate use of the Facility by users other than the School

Board but including any use by the School Board for which the School Board has paid to UBC a fee or cost recovery charge; and

1.29 "UNA" means the University Neighbourhoods' Association.

2 Facility Design and Construction

2.1 UBC will provide for the planning, design and construction of the Facility under the management of UBC staff and contractors.

2.2 UBC will consult the School Board's Facilities Department representatives regarding the planning, design and construction of the Facility, and after the design of the Facility is complete, shall not make any changes to such design that can be reasonably be anticipated by UBC to materially increase the capital or operating costs of the Facility, except with the prior written consent of the School Board and the UNA (subject to the UNA being a party to the Management License that is in effect), not to be unreasonably withheld or delayed.

3 The Operating Committee

3.1 The chair of the Operating Committee will be a delegate of UBC.

3.2 The Operating Committee is responsible for supervising and directing the Manager; and, without limiting the foregoing, fulfilling any other roles and functions assigned to it in this Agreement.

3.3 The Operating Committee will meet at times agreed upon by the Operating Committee, provided that the chair of the Operating Committee may call a meeting on his or her own initiative, giving no less than 15 days' written notice to the other committee members. The Operating Committee, by unanimous vote, may adopt rules and bylaws governing the conduct of committee business, provided they are consistent with this Agreement. If the Operating Committee is unable to achieve unanimity on a matter, the matter will be dealt with under Article 24.

3.4 The Operating Committee will adopt rules and bylaws that address how the committee is to act in emergency situations and where decisions from the Operating Committee are necessary before its next meeting.

4 Manager

4.1 Usage of the Facility shall be managed on an ongoing, day-to-day basis by the Manager in accordance with this Agreement.

4.2 It is contemplated that UBC will enter into a Management License with the UNA whereby the UNA will be appointed the Manager of the Facility.

4.3 The Management License will provide that the Manager will operate and manage the Facility in accordance with this Agreement, including, without limitation, the usage entitlements set out in Articles 5 and 6 and the general provisions described in Article 7; and the ongoing operation and maintenance obligations

set out herein. UBC shall not amend or terminate the Management License, or permit the Management License to be assigned or sublicensed, unless UBC promptly notifies the School Board in writing and provides the School Board with a copy of every such amendment, assignment or sublicense. Notwithstanding any other provision of this Agreement or of the Management License, and notwithstanding any conduct of the Parties, UBC shall be and at all times remain liable to the School Board as principal responsible for fulfillment of all obligations of UBC and the Manager under this Agreement and UBC shall have the right to enforce the obligations of the School Board, whether in its capacity as UBC or as the Manager. UBC shall, upon request of the UNA or the School Board, participate fully in any dispute resolution process engaged in between the School Board and the Manager.

5 Usage Entitlement--Community Use Times

- 5.1 The Manager is solely responsible for booking and allocating all usage of the Facility during Community Use Times and will ensure that the Facility may be booked for use during Community Use Times by Community Groups (including UBC and the UNA) and the School Board, on a fair and equitable basis, which may include first booking opportunities for use of the Facility by the UNA.
- 5.2 The Manager will book and allocate playing times to and charge and collect usage fees from users of the Facility during Community Use Times according to the Operating Procedures.
- 5.3 The Manager will implement booking and allocation practices and make decisions in accordance with the Operating Procedures.

6 Usage Entitlement--School Times

- 6.1 Subject to Section 6.2, the School Board shall have exclusive use of the Facility during School Times and shall use the Facility for recreational and athletic purposes only.
- 6.2 On weekdays between the hours of 3:30 p.m. and 6:00 p.m. when the School is in session (the "**After-Class Hours**"), the following terms apply:
 - (a) the Manager is solely responsible for all bookings of the Facility during the After-Class Hours;
 - (b) the Manager will provide the School Board with the first opportunity to book the Facility for the After-Class Hours, prior to any Community Groups (including, for greater certainty, the UNA), exercisable within reasonable advance periods prescribed in the Operating Procedures;
 - (c) if the Facility is not booked for use by the School Board during a particular day's After-Class Hours, then after the School Board's first opportunity to book the Facility has expired, the Manager may book access to the Facility for Community Groups during this time;

- (d) if the School Board, including for greater certainty, the School, wish to use the Facility during the After-Class Hours but has not exercised its first opportunity to book within the time prescribed in the Operating Procedures, then it must make a booking with the Manager, and if the Facility is already booked, then the School Board cannot "bump" the conflicting booking; and
 - (e) Section 8.2 applies in respect of usage fees collected from Community Groups using the Facility during the After-Class Hours.
- 6.3 The Operating Committee will, from time to time, develop and the Manager will implement as part of the Operating Procedures, a policy for bookings during After-Class Hours, including the details of the first booking opportunity described above, and the administration charge payable by the School Board for bookings during After-Class Hours. The Manager will, from time to time, invite feedback, input and guidance and request directions from the Operating Committee regarding such Operating Procedures.

7 Usage Entitlement—General Provisions

- 7.1 The Manager shall maintain a schedule (the "**Master Schedule**") that will set out the Community Use Times, the School Times including the After-Class Hours, and all scheduled bookings.
- 7.2 The Manager shall make available to the Parties and the public information regarding bookings during the Community Use Times and the After-Class Hours, and shall administer bookings by keeping and managing the Master Schedule.
- 7.3 For the purpose of more effective planning and administration of the Facility:
- (a) UBC and the School Board shall provide the Manager with their proposed usage schedule for Community Use Times by calendar quarter, and not later than one month prior to the start of each quarter. The Manager shall be responsible for booking time during the Community Use Times that is not booked in either Party's proposed usage schedule for any given quarter, and shall use best efforts to accommodate requests for such time; and
 - (b) the School Board will provide the Manager with its schedule of usage during After-Class Hours not later than one month prior to the start of each calendar quarter and, to the extent the information is readily available to the School Board, School Times.
- 7.4 Subject to any first booking opportunities that may be provided to the UNA pursuant to Section 5.1, the Manager shall not give priority to any Community Group (including UBC and the UNA) or the School Board, for bookings during Community Use Times.
- 7.5 In order to ensure reasonable sharing and optimum use of the Facility over the Term of this Agreement, the Operating Committee will conduct and facilitate an annual review of Facility allocation times, actual usage (and for this purpose

entitlement to exclusive use shall be deemed actual usage), and demand levels. This review may result in proposals to change or adjust the schedule of usage entitlements. Such changes or adjustments will be effective only with the written consent of UBC and the School Board for a period of up to one year after each review.

- 7.6 The School Times and the terms of this Agreement have been negotiated on the basis that the School is in session from September 1 to June 30. Should the school calendar move towards an all-year or balanced calendar, or any other change to the school calendar that affects the dates on which the School is in session, then the Parties, through the Operating Committee, will discuss proposals to amend the School Times and Community Use Times, provided that no changes to reflect amended school session will be effective until the Parties have agreed in writing to modify this Agreement, which agreement is not to be unreasonably withheld.

8 Usage Fees

- 8.1 Except as set out in Section 8.2 below, all usage fees collected from users of the Facility shall be retained by UBC (unless otherwise set out in the Management License as between UBC and the Manager).
- 8.2 UBC shall cause the Manager to remit to the School Board, 90% of the usage fees generated from Community Groups' use of the Facility during After-Class Hours. For the School Board usage of the Facility during After-Class Hours, the School Board shall pay the Manager an administration charge equal to no more than 10% of the lowest usage fees charged to third party users (excluding users who are permitted to use the Facility free of charge (if any)).
- 8.3 The Operating Committee shall set the usage fees for Community Use Times and After-Class Hours, including any preferred rates that may apply to bookings made by the School Board during Community Use Times, and the UNA for the programming of the Community Centre. It is understood that the Operating Committee will ensure that the preferred rates will be determined and applied in a manner that is fair and equitable to both the School Board and the UNA, given their respective usage of the Facility.
- 8.4 At the request of either of the Parties, or the request of any other member of the Operating Committee, the Manager shall provide to the Operating Committee a detailed accounting of the Facility's bookings, revenues and expenses incurred in any specified prior period(s).

9 Other Facilities on the UBC Vancouver Campus

On occasion, the School Board may request the use of sport facilities operated by UBC at the UBC Vancouver Campus, such as baseball diamonds or the running track facilities located north of 16th Avenue, for the students of the School. All requests are to be made to the UBC Athletics and Recreation Department, who will determine availability in discussion with the School Board. If the Athletics and Recreation Department determines that the facilities are available for the School's use, then the usage charge to be paid by the School

Board shall be the lowest rate charged to third party users (excluding users who are permitted to use such facility(ies) free of charge (if any)).

10 The Fieldhouse

- 10.1 At the School Board's election, UBC will construct, in conjunction with the construction of the Facility, a storage facility for equipment to be used when using the Field and emergency supplies (the "**Fieldhouse**").
- 10.2 The Fieldhouse will be constructed at the expense of and for the exclusive use of the School Board as a storage facility for the School Board's equipment and emergency supplies, unless UBC and the School Board agree in writing to a joint use arrangement.
- 10.3 Unless otherwise agreed by the Parties in writing, the School Board is solely responsible for the costs associated with the Fieldhouse, which, without limiting the generality of the foregoing, include the costs that are included in the definition of Operating Costs in this Agreement, including operation, maintenance (including repainting), repair, security, insurance and includes the cost of replacement and reconstruction of the Fieldhouse (the "**Fieldhouse Costs**").
- 10.4 For greater certainty, the Maintenance Contribution and the funds in the Capital Replacement Fund will not be used to pay any Fieldhouse Costs, unless otherwise agreed by the Parties in writing.
- 10.5 If the Parties agree in writing that the Fieldhouse will be or become a joint facility, then UBC and the School Board shall modify this Agreement or enter into a separate agreement in order to settle operating procedures, allocation of Fieldhouse Costs, and the Parties' respective roles, rights and obligations in respect of the Fieldhouse.

11 Term and Termination

- 11.1 The Parties' respective rights to the Facility hereunder commence on the later of the date of substantial completion of the Facility and the first school session at the School, unless this Agreement is otherwise terminated pursuant to this Article 11. If the Facility is ready for use by Community Groups prior to the opening of the School, then the Facility will be made available for such use, provided that the School Board shall not be liable to pay any share of any Operating Costs attributable to such time and such use (on the understanding that the School Board will pay its share of any Operating Costs that would have been incurred in any case to ready the Facility for use on the day the School opened).
- 11.2 This Agreement shall terminate in any of the following circumstances,
 - (a) Automatically, with no liability to either Party, if the School Board advises UBC in writing that the School will not be opened, expressly referencing this provision.
 - (b) On one year's notice from the School Board, if a government directive or changes to provincial government policies binding on the School Board

result in all school boards in the Province no longer being required to provide students with access to outdoor athletic or recreational facilities. For greater certainty, in this situation, the Parties will continue to comply with their obligations under this Agreement until the effective date of termination, and UBC is entitled to retain the entire amount of the Capital Reserve Fund accrued to the effective date of termination.

- (c) On one year's written notice from either party if the School Board resolves by bylaw to close the School. In this situation, the Parties will continue to comply with their obligations under this Agreement until the effective date of termination, and UBC is entitled to retain the entire amount of the Capital Reserve Fund accrued to the effective date of termination.

11.3 This Agreement shall remain in effect as long as the School Board continues to operate a public secondary school at the School Site and the Facility remains in operation, unless this Agreement is earlier terminated pursuant to this Article 11. For greater certainty, this Agreement will co-terminate with the lease agreement between UBC and the School Board dated for reference December 1, 2010, for the School Site. In the meantime, this Agreement will be reviewed by the Parties every five years to determine in good faith whether it would be appropriate to revise the Agreement to reflect any intervening events or circumstances.

11.4 If the School Board believes that UBC is in default of any material term of this Agreement, then the School Board may give UBC written notice of such default requesting that UBC take immediate steps and diligently proceed to correct such default within 30 days of receiving such notice. UBC may dispute such notice under the dispute resolution process set out in Article 24. If within 30 days after receiving the notice, UBC fails to dispute the notice and fails to take immediate steps and proceed diligently to remedy the default, then the School Board may terminate this Agreement upon written notice to UBC given pursuant to Article 23. In this situation, in addition to any other remedies available to it, the School Board is entitled to the return of the aggregate School Board's Annual Capital Contribution accrued to the effective date of termination, plus interest actually accrued thereon.

11.5 If UBC believes that the School Board is in default of any material term of this Agreement, then UBC may give the School Board written notice of such default requesting that the School Board take immediate steps and diligently proceed to correct such failure within 30 days of receiving such notice. The School Board may dispute such notice under the dispute resolution process set out in Article 24. If within 30 days after receiving the notice, the School Board fails to dispute the notice and fails to take immediate steps and proceed diligently to remedy the default, then UBC may terminate this Agreement upon written notice to the School Board given pursuant to Article 23. In this situation, in addition to any other remedies available to it, UBC is entitled to retain the entire amount of the Capital Reserve Fund accrued to the effective date of termination.

12 Maintenance and Repair

12.1 The Parties shall not use or knowingly permit the use of the Facility in a manner which might cause damage to the Facility beyond reasonable expectations of

wear and tear. Notwithstanding any other provisions of this Agreement, each of the Parties shall be responsible for the costs of repair attributable to its own activities.

- 12.2 If the Facility is damaged beyond ordinary wear and tear, the work deemed necessary by UBC to reinstate the Facility from such misuse will be performed by UBC and the full costs will be paid:
- (a) by the School Board, if the damage is caused by a School Board User;
 - (b) by UBC, if the damage is caused by a Community Group; and
 - (c) as an Operating Cost, if the damage is caused by: (i) an unforeseeable occurrence beyond the reasonable control of any Party (for example, weather, natural disasters etc.), (ii) any unknown person, or (iii) an unauthorized user of the Facility.

The costs will be payable upon receipt of an invoice from UBC.

- 12.3 The Parties will assist one another and the Manager, to the extent possible given applicable laws, regulations and policies, to recover the costs of repair from the person(s) who cause damage to the Facility. Any funds recovered shall be paid to the Party(ies) responsible for payment of the costs in accordance with Section 12.2 above.
- 12.4 The Manager will carry out periodic inspections of the Facility, in the manner and frequency directed by the Operating Committee, and shall report the results to UBC and the Operating Committee. UBC and the School Board may also carry out their own inspections of the Facility. Should any such inspection reveal, in the judgment of the inspector, a need for maintenance or repair such that until the maintenance or repair is carried out, the Facility may be hazardous or unsafe for use, then notice shall be given immediately to the Manager and the Operating Committee. Unless a Party disputes the assessment of the inspector under Article 24, the Facility will be closed, both Parties shall immediately cease their usage of the Facility, and the Manager will cancel all affected bookings, until the maintenance or repairs have been completed.
- 12.5 The School Board shall pay to UBC the School Board's Proportionate Share of the annual Operating Costs incurred in each and every year of the term of this Agreement, and this annual payment is herein referred to as the "**Maintenance Contribution**".
- 12.6 Subject to payment by the School Board to UBC of the Maintenance Contribution, UBC shall contribute UBC's Proportionate Share of the annual Operating Costs incurred in each and every year of the term of this Agreement and use that, plus the Maintenance Contribution to maintain and repair the Facility, including all costs thereof to a reasonable standard as determined by reference to similar facilities designated as such by unanimous agreement of the Operating Committee, provided that UBC shall determine in its sole discretion the work program and timetable therefor. Without limitation, UBC shall be responsible for providing an appropriate number of litter receptacles on the

Facility and UBC will arrange, and the maintenance budget will include the cost of, collection and off-site disposal of litter in a timely manner. The Maintenance Contribution will be held by UBC or, at UBC's direction, in the accounts of the Manager, provided that UBC remains liable to the School Board for the management of the account and the use of these funds.

12.7 For each year, the estimated Maintenance Contribution shall be approved in advance by the Operating Committee, with reference to a budget for the anticipated Operating Costs for the Facility. The School Board shall pay the estimated Maintenance Contribution to UBC in quarterly installments, with the first installment due within 30 days of receipt of an invoice therefor from UBC. UBC shall pay the Operating Costs as they come due, and provide to the Operating Committee a financial accounting of actual Operating Costs within 30 days after the end of each calendar year. If the estimated Maintenance Contribution paid by the School Board for a year is less than the School Board's Proportionate Share of the actual Operating Costs for that year, then the School Board shall pay the shortfall within 30 days of receipt of an invoice from UBC. If the estimated Maintenance Contribution paid by the School Board for a year is more than the School Board's Proportionate Share of the actual Operating Costs for that year, then UBC shall reimburse the excess within 30 days of submitting its accounting to the Operating Committee.

12.8 It is understood that the Manager's responsibility is to ensure that the Facility is in a proper state for use for all users, meaning that it is in a neat, tidy and clean condition, free from nuisance. The cost of doing so is an Operating Cost. To assist in reducing the Operating Costs, each Party will instruct all Facility users, and where applicable make it a term of any Facility use license/agreement for the use of the Facility, to ensure that the Facility is left in a neat, tidy and clean condition and that a failure to do so will result in the Facility user being responsible for extraordinary clean-up costs incurred. The Operating Committee will establish a protocol for addressing circumstances where a Party's use of the Facility results in extraordinary cleaning costs, on the following principles:

- (a) where the extraordinary cleaning costs arise from a revenue generating use, the costs should be counted against the revenue received for that use; and
- (b) where the extraordinary cleaning costs arise from non-revenue generating uses, the Party authorizing that use will be responsible for the cost of the extraordinary cleaning costs (for example, the School Board will be responsible for extraordinary cleaning costs incurred as a result of use during School Times and for the School Board's use during After Class Hours, and the Manager will be responsible for extraordinary cleaning costs arising from non-revenue generating uses by Community Groups during After Class Hours and Community Use Times).

13 Capital Replacement

13.1 UBC and the School Board will, within one year after the School Board has commenced using the Facility, determine the estimated useful life of the Facility and components thereof, the estimated cost to replace the Facility and

components thereof, to a standard of quality, design, technology and materials comparable to those used in the original Facility and components, updated only to the extent that such design, technology and materials are not available and must be replaced by currently available reasonably comparable alternatives (a "**Comparable Standard**"), at the end of their respective useful lives (the "**Capital Replacement Amount**"), and the amount required to be set aside annually over that period to pay that replacement cost ("**Annual Capital Contribution**"). The Parties may revise its determination of the Capital Replacement Amount, and in turn, the Annual Capital Contribution, from time to time, as needed to ensure sufficient funding of the estimated costs of such replacement.

- 13.2 The Annual Capital Contribution will be held by UBC in an interest bearing account to be known as the "**Capital Reserve Fund**". At UBC's direction, the Capital Reserve Fund may be held by the Manager, provided that UBC remains liable to the School Board for the management of the account and the use of the Capital Reserve Fund.
- 13.3 While this Agreement is in effect, the School Board shall deposit in the Capital Reserve Fund the School Board's Proportionate Share of the Annual Capital Contribution (the "**School Board's Annual Capital Contribution**") no later than December 31st of every year of the Agreement.
- 13.4 While this Agreement is in effect, UBC shall deposit in the Capital Reserve Fund UBC's Proportionate Share of the Annual Capital Contribution ("**UBC's Annual Capital Contribution**"), no later than December 31st of every year of the Agreement.
- 13.5 Unless otherwise expressly agreed in writing by the Parties in their respective discretion, the funds in the Capital Reserve Fund shall only be used for repairs and replacements of the Facility and capital components thereof to a Comparable Standard. UBC shall give to the School Board a financial accounting of any funds expended out of the Capital Reserve Fund.
- 13.6 No less than six months prior to the scheduled end of the useful life of the Facility, as determined in accordance with Section 13.1, or if the Facility is destroyed, suffers substantial damage or otherwise requires substantial capital replacements (in either case, "**End of Useful Life Date**"):
 - (a) the Capital Reserve Fund and any insurance proceeds received by either Party in respect of the Facility (if any) (collectively, the "**Available Funds**"), will be used by UBC to begin the process to replace the Facility and components to a Comparable Standard, and upon receiving the approval of the School Board as to the design of the replacement facility, UBC will commence work on the replacement facility;
 - (b) if the Parties cannot agree that it is possible to replace the Facility and components to a Comparable Standard using only the Available Funds, the parties will refer the question of whether it is possible to replace the Facility and components to a Comparable Standard using only the Available Funds to dispute resolution in accordance with Article 24 and:

- (i) If the result is that it is possible to replace the Facility and components to a Comparable Standard using the Available Funds, the Available Funds will be used by UBC to begin the process to replace the Facility and components to a Comparable Standard, and upon receiving the agreement of the School Board as to the design of the replacement facility (such agreement not to be unreasonably withheld or delayed), UBC will construct the replacement facility; or
- (ii) If the result is that it is not possible to replace the Facility and components to a Comparable Standard using only the Available Funds, then each Party has the option of paying the difference between the estimated cost to replace the Facility and components to a Comparable Standard and the Available Funds. If the option is exercised, the Parties agree that the replacement facility will be built, and the Parties will negotiate in good faith for fair and equitable adjustments to this Agreement regarding cost sharing and the Parties' respective usage rights (for greater certainty, if an agreement is not achieved, the parties will submit the matter for resolution in accordance with Article 24).

If neither party exercises its option within 60 days of the arbitrator's decision and the replacement facility is not rebuilt, then unless otherwise agreed, the Agreement will terminate and the Capital Reserve Fund will be refunded to the Parties in proportion to their respective Proportionate Shares.

- (c) if one Party wishes the replacement facility to have additional features and/or functionalities, such that the replacement facility will be more expensive to build and/or operate, that Party may make a proposal to do so, with reasonable particulars. If the Parties do not agree to proceed on the basis of this or otherwise agreed upon proposal, the Parties will proceed with the replacement of the Facility with a facility constructed to a Comparable Standard in accordance with the other sections of this Article 13.

13.7 If the Parties agree to engage insurance to pay the cost of replacing the Facility or a part thereof, then the Capital Reserve Fund will be utilized to pay any applicable deductible and the balance of the Capital Reserve Fund shall remain in place to be replenished and utilized in accordance with this Agreement.

13.8 Unless otherwise agreed by the Parties in writing, once the decision to proceed with the repair or replacement has been reached pursuant to the other sections of this Article 13, including the School Board's approval of design pursuant to Sections 13.6(a)13.6(b)(i), the arrangements for replacement or rehabilitation of the Facility or any component of the Facility, including the planning and approval process and construction of the same, shall be determined by UBC, in consultation with the School Board through the Operating Committee, having regard for the standard established for the original design and construction of the Facility. UBC may use its own forces to carry out the work contemplated in this Agreement, and may, at its discretion, use such contractors and consultants as

UBC deems necessary to perform the work. For greater certainty, where UBC is entitled to recover costs pursuant to this Agreement, UBC may charge for the use of its own forces at the rates UBC charges to its own departments internally.

- 13.9 Unless otherwise agreed, this Agreement will continue in respect of the replacement facility, including the provisions in respect of establishing and maintaining a new Capital Reserve Fund for the design and construction of a further replacement facility, with the appropriate provisions regarding the period of time during the decommissioning of the existing facility and construction of the replacement facility.

14 Alterations or Additions to the Facility

The School Board shall not make or cause to be made any alterations or additions to the Facility. UBC shall not make or cause to be made any alterations or additions to the Facility, other than those carried out by way of routine maintenance, repair or replacements required from time to time, without first obtaining the written approval of the Operating Committee.

15 Operating Procedures

- 15.1 The Operating Procedures will be developed by the Operating Committee. The Operating Procedures will be effective when formally approved by unanimous written resolution of the Operating Committee.
- 15.2 The process of amending the Operating Procedures from time to time will be coordinated by the Operating Committee. Changes to the Operating Procedures will be effective when approved by unanimous written resolution of the Operating Committee.
- 15.3 In addition to any matter referenced elsewhere in this Agreement, the Operating Procedures will include a schedule of usage fees, rules regarding usage fees, cancellation policies, rules of conduct for users, and booking guidelines for After-Class Hours and Community Use Times that ensure the efficient, effective and fair management and use of the Facility.

16 Conditions of Use by the School Board

- 16.1 Except as expressly provided herein, the School Board shall not allow any person other than School Board Users to use the Facility during the School Times and the School Board's bookings during After-Class Hours. During these times, the Facility shall be used only for athletic or recreational activities sponsored and controlled by the School Board unless otherwise specifically authorized by unanimous written resolution of the Operating Committee. Notwithstanding the above, both Parties recognize that there may be unsanctioned use of the Facility by members of the public during the School Times.
- 16.2 The School Board shall provide reasonable supervision of School Board Users, including any reasonably required security services, during School Times and the School Board's bookings during After-Class Hours.

16.3 The School Board shall ensure that all School Board Users who are on or adjacent to the Facility during School Times and the School Board's bookings during After-Class Hours comply with the Operating Procedures.

16.4 Where the School Board obtains from a user of the Facility either insurance, or an indemnity in favour of the School Board, or both, the School Board shall ensure that, as applicable, the insurance also names UBC and the Manager as additional insured and the indemnity also names UBC and the Manager as indemnified parties.

17 Conditions of Use by UBC or a Community Group

17.1 The Manager shall ensure that the Facility is only used during Community Use Times and After-Class Hours for athletic or recreational activities, unless otherwise specifically authorized by unanimous written resolution of the Operating Committee. Notwithstanding the above, both Parties recognize that there may be unsanctioned use of the Facility by members of the public during the Community Use Times and After-Class Hours.

17.2 Where UBC obtains from a user of the Facility either insurance, or an indemnity in favour of UBC, or both, UBC shall ensure that, as applicable, the insurance also names the School Board as an additional insured and the indemnity also names the School Board as an indemnified party.

17.3 The Manager shall take reasonable steps to ensure that all participants and spectators who are on or adjacent to the Facility during Community Use Times and After-Class Hours (except during School Board bookings, when the School Board is responsible) comply with the Operating Procedures.

17.4 The Manager shall ensure that the Facility is left in a tidy, litter free condition after each use by a Community Group.

17.5 The Manager shall provide reasonable supervision of usage of the Facility, consistent with its practices at other Manager-managed fields, including any reasonably required security services, other than during School Times.

18 Parking

18.1 The School Board shall provide access to pay parking spaces at the School Site on a "first come first served" basis during Community Use Times, subject to the School Board's right to reserve parking for school events on reasonable prior notice. The Parties acknowledge that it is anticipated that pay parking spaces will be available at the Westbrook Village shopping centre during Community Use Times; and that the Facility will not include parking facilities.

19 Insurance and Indemnity

19.1 Prior to either Party making use of the Facility, each Party shall obtain comprehensive general liability insurance against personal injury, property damage and other liability claims arising from the use of the Facility, in a

minimum amount of \$5,000,000 per occurrence. UBC and the School Board shall each obtain, maintain and pay for their own liability insurance coverage.

19.2 UBC's general liability policy shall name the School Board as an additional insured. The School Board's general liability policy shall name UBC, its Board of Governors, employees, servants and agents as additional insured and, for greater certainty, will name the Manager as additional insured.

19.3 Each Party's general liability policy shall include a cross liability clause and broad form coverage for contractual liability. Such insurance shall be primary in respect of all claims arising out of this Agreement and shall not participate with nor be excess over any valid and collectable insurance carried by UBC.

19.4 It is understood and agreed that the School Board wishes to self-insure its obligations under this Agreement from time to time through the Schools Protection Program. Prior to the School Board's first use of the Facility, the School Board shall provide to UBC full details of its self-insurance plan and upon the School Board receiving UBC's written consent (which may have reasonable conditions attached) to the self-insurance plan, such consent not to be unreasonably withheld or delayed, the School Board may commence using the Facility in accordance with this Agreement. If the School Board should ever discontinue its self-insurance program, then the School Board shall obtain the insurance that is required to be in force pursuant to this Article 19.

19.5 UBC shall indemnify and save the School Board harmless from any loss, costs or claims that the School Board suffers resulting or arising from any default of the Manager or UBC under this Agreement.

19.6 The School Board shall indemnify and save UBC harmless from any loss, costs or claims that UBC suffers resulting or arising from any default of the School Board under this Agreement.

20 Sports Equipment and Capital Equipment

20.1 All sports equipment, including but not limited to balls, nets and cones, belonging solely to a Party to this Agreement or Community Group and used on the Field shall be identified by distinctive markings provided by such Party or Community Group. If the Fieldhouse is constructed, the equipment stored in the Fieldhouse must be identified by distinctive markings of the Party that owns the equipment.

20.2 Subject to Sections 20.3 and 20.4, the Parties shall not use equipment that is solely owned by any of the other Parties or any Community Group, or remove the same from the Facility or Fieldhouse as the case may be, without the approval of the other Party or the Community Group, as applicable.

20.3 Where approval to use sports equipment is given pursuant to Section 20.2, UBC and the School Board, as the case may be, shall use such equipment in a reasonable and proper manner.

20.4 If the Parties agree to acquire and share specific Capital Equipment, the Operating Committee will establish specific conditions for its use and storage.

21 Force Majeure

- 21.1 The obligations of UBC and the School Board under this Agreement shall be suspended during any period when a Party is prevented from fulfilling its obligations for reasons beyond its control, including without limitation, strikes, lockouts, labour dispute, civil commotion, invasion, rebellion, hostilities, sabotage, riots or other civil disorders, fires, floods, earthquakes and other natural disasters or acts of God, and delay or inability to obtain supplies, labour, permits, approvals or consents required for the performance of one's obligations under this Agreement and other events that are beyond its control, whether similar to the above or not.
- 21.2 The Parties covenant to cooperate with each other in minimizing the effect of any labour dispute which any such Party may have upon the operations of the other Party. The Parties covenant that in the event of a labour dispute, the Party involved in such dispute shall take all appropriate steps to protect the Party not involved in the dispute from interference with its or their operations caused by the dispute and without limiting the generality of the foregoing, to eliminate picketing which may cause such interference. Such steps shall be taken at the expense of the Party involved in the dispute and the non-involved Party shall have the right to retain counsel at its own expense to recommend to the Party involved in the dispute appropriate action to protect the Party not involved. The Party involved shall give due consideration to the recommendation of counsel for the Party not involved. This paragraph shall not be construed to require a Party involved in a dispute to meet the demands of any Party with whom it has the dispute.
- 21.3 Neither of the Parties shall bring any action against or claim damages for compensation from the other for any loss, cost, expense or liability suffered as a result of a labour dispute other than in respect of a breach of the covenant contained in these Sections 21.2 and 21.3.

22 Severability

- 22.1 If any portion of this Agreement is held to be invalid by a court, the invalid portion shall be severed and the invalidity shall not affect the remainder of this Agreement.

23 Notice

- 23.1 Any notice, demand, request, consent or objection required or contemplated to be given or made by any provision of this Agreement shall be given or made in writing and may be either delivered personally or sent by fax or registered mail, postage prepaid, addressed to UBC at:

The University of British Columbia
143B 6328 Memorial Road
Vancouver, British Columbia
V6T 1Z2

Attention: The Vice-President, Finance, Resources and Operations

with a copy to:

The Office of the University Counsel
6328 Memorial Road,
Vancouver, BC, V6T 1Z2
Attention: University Counsel

or addressed to the School Board at:

The Board of Education of School District No. 39 (Vancouver)
1580 West Broadway
Vancouver, British Columbia
V6J 5K8
Attention: Secretary-Treasurer

24 Dispute Resolution

24.1 Except as the Parties may otherwise expressly agree in writing, any dispute or disagreement, including a failure of the Operating Committee to achieve unanimity, shall be referred, in writing, to the following persons, in the order listed:

- (a) Level One: the School Board's Manager of Operations, and UBC's Associate Vice-President, Campus and Community Planning, or their respective designates;
- (b) Level Two: the School Board Secretary-Treasurer and UBC's Vice-President, Finance, Resources and Operations.

At each level, each of the persons above will be given a reasonable period of time to consider the matter, the length of such period to depend upon the matter's urgency and, in any event, not to exceed ten (10) business days. If, after the persons at Level One have had the aforementioned opportunity to consider the matter, the matter remains unresolved, then either Party wishing to pursue the matter shall refer the matter to the persons at Level Two. If, after the persons at Level Two have had the aforementioned opportunity to consider the matter, the matter remains unresolved, then either Party wishing to pursue the matter shall submit the matter to arbitration pursuant to Section 24.2.

24.2 If the Parties remain in disagreement following the dispute resolution process in Section 24.1, then the dispute will be submitted to and finally resolved by a single arbitrator appointed pursuant to the *Commercial Arbitration Act* of British Columbia. The rules of the British Columbia International Commercial Arbitration Centre, as amended from time to time, shall apply. The case shall be administered by the British Columbia International Commercial Arbitration Centre in accordance with its Domestic Commercial Arbitration Rules of Procedure, as they may be amended from time to time. The arbitrator shall be instructed that the Parties wish any dispute to be resolved on a basis that recognizes the following principles:

- (a) the resolution should maximize the use of the Facility;

- (b) the resolution should be fair and equitable to the Parties; and
- (c) a Party should be responsible for its own default, negligence or misconduct, but not for the default, negligence or misconduct of the other Party.

25 Statutes and Bylaws

- 25.1 This Agreement does not limit or affect the powers of the Board of UBC under any statute, bylaw or other enactment.
- 25.2 This Agreement does not limit or affect the powers of the Board of Trustees of the School Board under any statute, bylaw or other enactment.
- 25.3 No waiver of any default by either Party shall be effective unless expressed in writing and no waiver or condonation of a previous default shall operate as a waiver of any subsequent default.

26 Scope and Nature of Relationship

- 26.1 The Parties expressly disclaim any intention to create a partnership and nothing in this Agreement shall constitute the Parties as partners or constitute a Party to this Agreement as the agent or legal representative of the other Party.
- 26.2 No Party shall have, or represent that it has, the authority or power to act for or to undertake or create any obligation or responsibility, express or implied, on behalf of, or in the name of, any other Party, nor shall any Party be, or represent that it is, the partner, agent or legal representative of any other Party.

27 Assignment

- 27.1 In the event of a statutory reconstitution of the School Board, the successor entity having jurisdiction to govern the School shall be the assignee of all the School Board's rights and obligations under this Agreement. The School Board may not otherwise assign its rights this Agreement without the prior written permission of UBC, which permission is in the sole discretion of UBC.
- 27.2 It is contemplated that UBC will assign certain of its rights and benefits under this Agreement to, and have certain of its obligations assumed by the UNA or another Manager under a Management License. Any such assignment and assumption shall be in writing and despite such assignment and assumption, shall not (unless otherwise expressly agreed by the Parties in writing) release UBC from any of its rights or obligations hereunder.

28 Miscellaneous

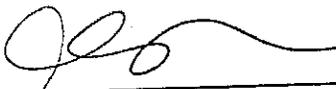
- 28.1 This Agreement shall be governed by the laws of British Columbia.
- 28.2 This Agreement, together with the Schedules attached hereto, forms the entire agreement between the Parties with regard to its subject matter and there are no

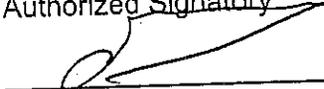
representations or warranties except as expressed in this Agreement and the Schedules attached hereto.

28.3 Words herein importing the singular number or the feminine gender only shall include more persons, parties or things of the same kind than one, and males or corporations as well as females, and the converse whenever the context requires; also these presents shall extend to, be binding upon and inure to the benefit of UBC and the School Board and the successors and assigns of UBC and the successors and permitted assigns of the School Board.

IN WITNESS whereof the Parties hereto executed this Agreement on the date first above written.

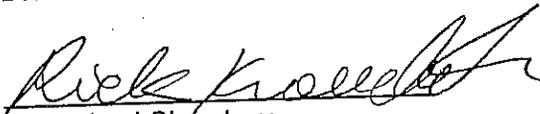
SIGNED FOR AND ON BEHALF OF THE UNIVERSITY OF BRITISH COLUMBIA by:


Mark Crosbie
Associate University Counsel
Authorized Signatory

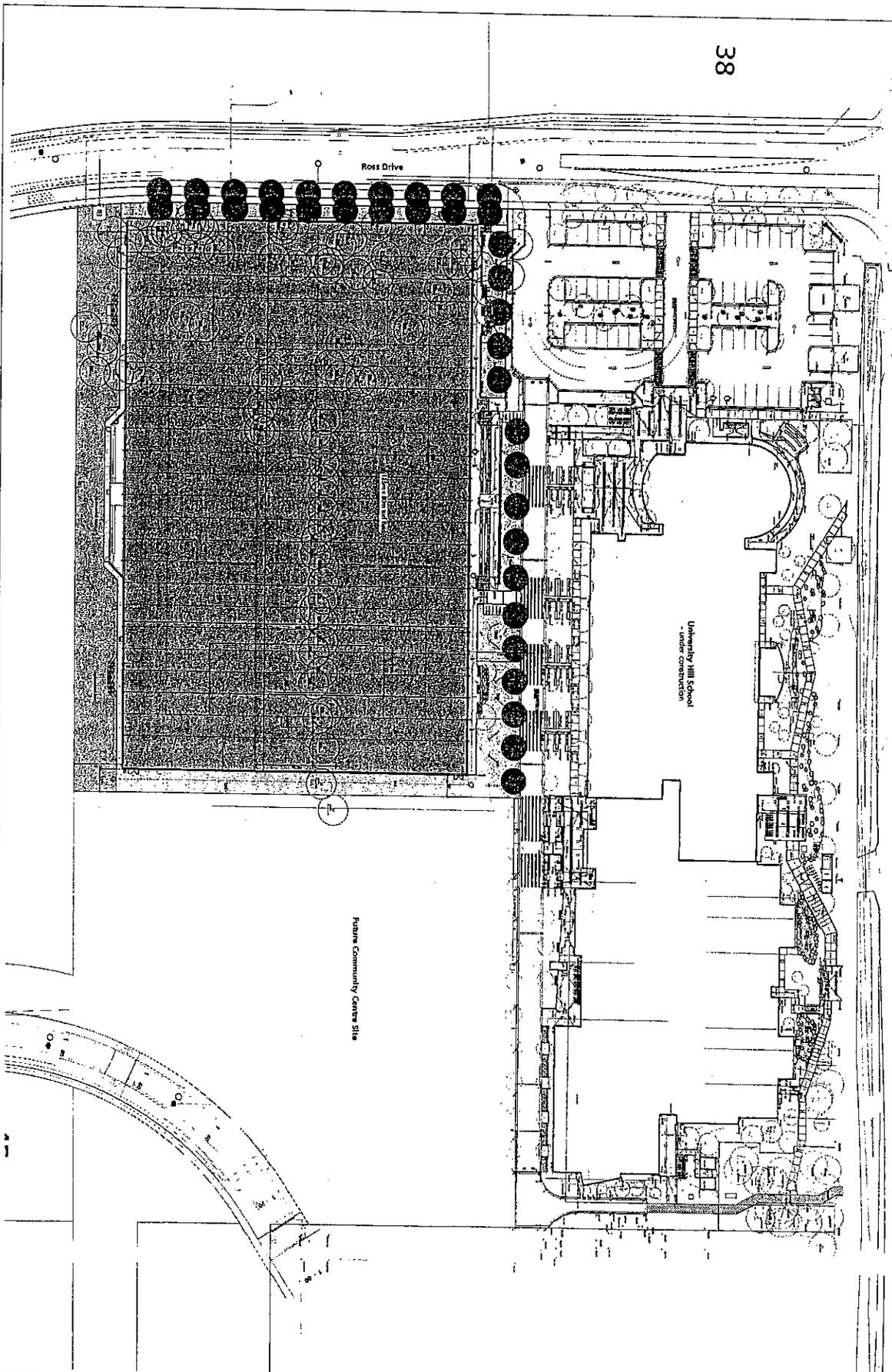

Authorized Signatory

PIERRE OUILLET
VICE PRESIDENT -
FINANCE, RESOURCES & OPERATIONS

SIGNED FOR AND ON BEHALF OF THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 39 (VANCOUVER) by:


Authorized Signatory

Authorized Signatory



2. Home Infrastructure 8700
1. Student Services 8001
8001

UBC Properties Tr
1400 Avenue
1400 Avenue
1400 Avenue

High School File
1400 Avenue
1400 Avenue
1400 Avenue

Contact Pfa
1400 Avenue
1400 Avenue
1400 Avenue

Project Name	Client No.
Date	Contract No.
Scale	Sheet No.
1:1000	120

10.1

LICENSE
(Wesbrook Place Artificial Playfield)

THIS LICENSE AGREEMENT is dated for reference October 3, 2012

BETWEEN:

THE UNIVERSITY OF BRITISH COLUMBIA, a body corporate duly incorporated under the laws of the Province of British Columbia and having an office at 6328 Memorial Road, Vancouver, BC V6T 1Z2
("UBC")

AND:

UNIVERSITY NEIGHBOURHOODS ASSOCIATION, a society duly incorporated under the laws of the Province of British Columbia and having an office at 202 – 5923 Berton Avenue, Vancouver, BC V6S 0B3
(the "UNA")

WHEREAS:

- A. UBC is the registered owner of lands lying and being on the Vancouver campus of The University of British Columbia (the "**Campus**") and shown on the Site Plan attached hereto as Schedule "A" (the "**Land**");
- B. UBC and the Board of Education of School District No. 39 (Vancouver) (the "**School Board**") have entered into a lease agreement dated for reference December 1, 2010 for the purposes of the School Board constructing and operating a public secondary school to be known as University Hill Secondary School adjacent to the Land (the "**Lease**");
- C. Pursuant to the Lease, UBC and the School Board entered into a Joint Use Agreement, dated for reference October 3, 2012 and attached hereto as Schedule "B" (the "**Joint Use Agreement**") for the purposes of setting out the terms and conditions governing the joint use and operation of an artificial sports field facility, which includes an artificial playfield, flood lighting system and other capital improvements, facilities and equipment ancillary thereto (the "**Facility**") constructed on the Land;
- D. As contemplated in the Joint Use Agreement, UBC wishes to appoint the UNA as Manager (as that term is defined therein), to perform the functions described in that agreement; and
- E. UBC and the UNA have agreed to enter into an agreement whereby certain obligations of UBC under the Joint Use Agreement shall, as between UBC and the UNA, be assumed by the UNA.

All capitalized words in this License that are not defined in this License and that are defined in the Joint Use Agreement shall have the meanings given to them in the Joint Use Agreement, and otherwise they shall have the meanings given to them in the Neighbours' Agreement 2008 entered into between UBC and the UNA (the "**Neighbours' Agreement**"), Part 11.0 of which agreement contemplates the granting of licenses to the UNA such as this License.

COPY

IN CONSIDERATION of the Basic License Fee, as defined in Article 2 below and other good and valuable consideration, UBC grants to the UNA the licence and contractual right (together the "**License**") to the non-exclusive use and enjoyment of the Facility on the terms set out in this License.

UBC and the UNA covenant and agree with each other as follows:

1. **TERM**

1.1 Subject to Article 20 of this License, the term of this License (the "**Term**") shall commence on the date that this License is executed, and will continue until the earlier of:

- (a) the day immediately prior to the expiry date of the last of the long term model strata lot leases (including renewal terms) to expire in the Designated Local Area within which the Facility is located (the "**Strata Lot Leases**");
- (b) the day on which the Neighbours' Agreement is terminated;
- (c) the termination or expiry of the Lease; or
- (d) the termination or expiry of the Joint Use Agreement
(the "**Expiry Date**").

1.2 If the Expiry Date will occur due to Section 1.1(a), but one or more of the Strata Lot Leases is renewed by UBC, then the UNA shall have the option to renew this License by delivering a notice of such renewal to UBC prior to the Expiry Date, such renewal license shall be on the same terms and conditions as this License for a term which expires on the earlier of the date:

- (a) on which the Neighbours' Agreement is terminated;
- (b) the termination or expiry of the Lease;
- (c) the termination or expiry of the Joint Use Agreement; or
- (d) immediately prior to the expiry date of the last of the Strata Lot Leases to be renewed.

1.3 This License may be terminated prior to the Expiry Date only in accordance with Article 20 of this License.

2. **LICENSE FEE AND TAXES**

2.1 The UNA covenants and agrees to pay, in lawful money of Canada, without set-off, compensation or deduction, the following amounts:

- (a) a basic license fee of \$1.00 (the "**Basic License Fee**") for the entire Term to be paid to UBC in advance on the execution of this License;
- (b) any Charge, as defined in Article 7, to the governmental party levying same;
- (c) any sales or value added taxes, if levied by any governmental authority, shall be paid on their due dates to the body or public authority levying same, or to UBC if UBC is required by law to collect such taxes; and

- (d) every other governmental charge of every name, nature and kind whatsoever which may be levied, assessed, charged or imposed upon the Facility to the body or public authority levying same.

Payment of the Basic License Fee shall be made by no later than the due date set out in the invoice received by the UNA with respect thereto to UBC at the Office of the Treasurer, located at Orchard House, 2336 West Mall, Vancouver, British Columbia, V6T 1Z4.

2.2 It is anticipated that the Lands will not attract taxation of any sort, including rural tax. Except for a Charge (as defined in Article 7), in the event that any other tax, assessment, rate, fee or similar charge of any nature whatsoever is levied on the Lands, UBC (and/or the School Board, as UBC and the School Board might agree as between themselves) shall pay such amount, it being understood that such amount will be calculated by the UNA as an Operating Cost of the Facility.

3. USE OF FACILITY

The Facility shall not be used by the UNA for any purposes other than those purposes set out in, and those permitted in accordance with, the Joint Use Agreement (the "**Permitted Uses**"). The UNA shall always refer to the Facility, in promotional material and otherwise, by only the name that has been given to the Facility by UBC.

4. APPOINTMENT AS MANAGER

4.1 UBC hereby appoints the UNA as Manager, as defined, and as contemplated in the Joint Use Agreement. For greater certainty, this License is the Management License contemplated in the Joint Use Agreement.

4.2 The UNA hereby accepts its appointment as Manager under the Joint Use Agreement and covenants and agrees to fulfill the obligations of the Manager that are set out in the Joint Use Agreement, in good faith, to a standard of care of a reasonable manager of comparable facilities on the Campus, and, in all cases, in accordance with the Joint Use Agreement and this License.

4.3 Without limiting the foregoing, the UNA, as Manager, will only permit the use of the Facility by Community Groups pursuant to a written user license, in a form approved by UBC's Office of the University Counsel and the UNA, which shall include, without limitation:

- (a) a requirement that all users sign a personal liability waiver in favour of the UNA, UBC and the School Board;
- (b) if insurance or an indemnity is required to be provided by user of the Facility, the insurance clause will require that the user's insurance names UBC, the School Board and Manager as an additional insured, and the indemnity will name UBC, the School Board and Manager as indemnified parties; and
- (c) that where the Manager, in its reasonable exercise of discretion, cancels a booking of the Facility due to hazardous or unsafe conditions (in accordance with Section 12.4 of the Joint Use Agreement), the user agrees that it will not sue the Manager for damages for the cancelled booking (apart from the user's entitlement to a refund of any fee paid for such booking).

5. ASSIGNMENT AND ASSUMPTION OF OBLIGATIONS UNDER THE JOINT USE AGREEMENT

5.1 The intention of the assignment and assumption set out below is that, in addition to the UNA's role as Manager, as set out in the Joint Use Agreement, as between UBC and the UNA, the UNA will take the place of UBC in the overall operation and management the Facility as contemplated in the Joint Use Agreement. UBC hereby assigns, as between UBC and the UNA, to the UNA and the UNA hereby accepts the following rights, benefits and obligations granted to UBC under the Joint Use Agreement and UNA hereby assumes, as between UBC and the UNA, the following obligations under that agreement:

- (a) the right to collect and retain usage fees from certain users of the Facility, in accordance with Section 8.1 of the Joint Use Agreement;
- (b) the obligation to remit certain user fees to the School Board, in accordance with Section 8.2 of the Joint Use Agreement;
- (c) the responsibilities of UBC to collect and maintain in its accounts the Maintenance Contribution paid by the School Board, and to pay the same to inspect, maintain and repair the Facility, in accordance with Section 12.6 of the Joint Use Agreement;
- (d) pay UBC's share of the Operating Costs to inspect, maintain and repair the Facility, in accordance with Sections 12.1, 12.2, 12.3, 12.4 and 12.6 of the Joint Use Agreement, it being understood that:
 - (i) pursuant to Section 12.2(b) of the Joint Use Agreement, UBC shall be responsible to pay for damages caused by UBC, and the UNA will be responsible for pay for damages caused by the UNA or a Community Group;
 - (ii) UBC and the UNA will assist one another and the School Board, to the extent possible given applicable laws, regulations and policies, to recover the costs of repair from the person(s) who cause damage to the Facility and any funds recovered shall be paid to the party(ies) responsible for payment of such costs, in accordance with Section 12.2 of the Joint Use Agreement and this Section 5.1(d); and
 - (iii) the UNA will hold and utilize usage fees, the Maintenance Contribution and the Capital Reserve Fund (in the circumstances permitted under Article 13 of the Joint Use Agreement) and, where necessary, the Neighbourhood Levy to fund its obligations described in this License;
- (e) provided that the School Board pays the Maintenance Contribution to the UNA, the obligation to repay any overpayment of the Operating Costs by the School Board, in accordance with Section 12.7 of the Joint Use Agreement;
- (f) provided that the School Board's Annual Capital Contribution is paid by the School Board to the UNA or otherwise remitted to the UNA by UBC, the obligation to pay UBC's Annual Capital Contribution to the Capital Reserve Fund, hold such funds and provide the Operating Committee an accounting of the expenditures of the same, in accordance with Sections 13.2, 13.3, 13.4 and 13.5 of the Joint Use Agreement. UBC and the UNA acknowledge that the Capital Reserve Fund shall be maintained by the UNA in its accounts, and if expenditures are to be made from the Capital Reserve Fund as contemplated in the Joint Use Agreement, the UNA will make such funds from the Capital Reserve Fund available, as directed by UBC In the event that this Agreement or

the Joint Use Agreement terminates, then to the extent that the UNA's payment of UBC's Annual Capital Contribution Amount was made from the Services Levy collected by the UNA, and not from the user-fees or other revenues collected by the UNA that remain after payment of Operating Costs in respect of the Facility, that amount will be refunded to the UNA together with any interest actually accrued thereon, with the remainder (if any) to be refunded to UBC and, for greater certainty, the UNA will refund the School Board's Proportionate Share of the Capital Reserve Fund to the School Board together with any interest actually accrued thereon; and

- (g) the duties and obligations of UBC and rights and benefits to UBC under the following articles of the Joint Use Agreement:
 - (i) Article 14 [Alterations or Additions to the Facility];
 - (ii) Article 17 [Conditions of use by UBC or a Community Group];
 - (iii) Article 18 [Parking];
 - (iv) Article 20 [Sports Equipment and Capital Equipment]; and
 - (v) Article 21 [Force Majeure] in respect of the rights of UBC assigned to and the obligations assumed by the UNA hereunder.

5.2 The parties acknowledge that the UNA will have an active role in the management of and the planning in respect of the Facility on account of the UNA representative(s) sitting on the Operating Committee of the Facility but that the UNA is not a party to the Joint Use Agreement. To that effect, the following applies on the basis that a material disagreement between the parties with respect to the subject matter of this Section may trigger the parties' respective termination rights under Sections 20.1(h) or 20.4:

- (a) UBC will consult with UNA:
 - (i) Prior to terminating the Joint Use Agreement, or giving formal notice to the School Board that the School Board is in breach of the Joint Use Agreement; and
 - (ii) Prior to approving any expenditure from the Capital Reserve Fund, and all decisions and actions of UBC at the End of the Useful Life of the Facility and, without limiting the foregoing:
 - (A) in respect of a decision pursuant to Section 13.6(b)(ii) of the Joint Use Agreement, should UBC elect to pay the difference between the estimated cost and the Available Funds in order to replace the Facility and components to a Comparable Standard, UBC will be solely liable to pay that difference unless the UNA and UBC agree otherwise; and
 - (B) in respect of a decision pursuant to Section 13.6(c) of the Joint Use Agreement, should UBC desire that the replacement facility have additional features and/or functionalities beyond the Comparable Standard such that the replacement facility will be more expensive to build and/or operate. Should the UNA not agree with UBC's proposal in that regard, UBC will be solely liable to pay the increased cost to build such replacement facility unless the UNA and UBC agree otherwise.

- (b) UBC will obtain the UNA's consent (the UNA acting at all times reasonably and such consent not to be unreasonably withheld or delayed) prior to agreeing to any amendments to the Joint Use Agreement and prior to making the decisions and taking actions that:
- (i) relate to the periodic review of the Joint Use Agreement that pursuant to Section 11.3 of the Joint Use Agreement is to take place every five years to determine whether it would be appropriate to revise the Joint Use Agreement to reflect intervening events or circumstances;
 - (ii) will or may reasonably be expected to increase the Operating Costs of the Facility, recognizing that under this License the UNA is to assume UBC's obligation under the Joint Use Agreement to pay UBC's Proportionate Share of those Operating Costs;
 - (iii) alter the respective Proportionate Share of UBC and the School Board for the annual Operating Costs of the Facility;
 - (iv) alter the usage entitlements of UBC, the UNA and other Community Groups, and the School Board and School Board Users and, without limiting the foregoing:
 - (A) includes consideration of usage entitlement as may arise under Section 7.5 of the Joint Use Agreement with regard to a proposal to achieve reasonable sharing and optimum use of the Facility;
 - (B) includes consideration of usage entitlement as may arise under Section 7.6 of the Joint Use Agreement with regard to a proposal to amend School Times and Community Use Times should the school calendar be altered;
 - (v) as regards the Fieldhouse, relate to:
 - (A) the designation of the Fieldhouse as a joint use facility; and
 - (B) modify the Joint Use Agreement or enter into a separate agreement with the School Board to settle operating procedures, allocation of Fieldhouse Costs and the respective roles, rights and obligations in respect of the Fieldhouse as a joint facility pursuant to Section 10.5 of the Joint Use Agreement; and
 - (vi) reduce the UNA's proportionate representation on the Operating Committee and, in any event, the UBC appointees (at least one of which will be from the UNA as a representative of the Manager) will be at least equal in number to the School Board's appointees.

Notwithstanding the foregoing, it is understood that so long as the UNA is a member of the Operating Committee, to the extent that decisions described in this Section 5.2(b) are within the purview of the Operating Committee and subject to an unanimous resolution, UBC will carry out the directions of the Operating Committee and UBC will not be required to seek any additional consent of the UNA.

5.3 The UNA will, upon request, participate fully in any dispute resolution process engaged in by UBC and the School Board pursuant to, or arising from, the Joint Use Agreement.

5.4 Any right or obligation of UBC or benefit to UBC under the Joint Use Agreement that is not referenced above has been retained by UBC unless specifically agreed otherwise by the

Parties. If a duty or obligation that is in the power of or under the exclusive control of the UNA has not been referenced above, UBC's written acknowledgement of such right or obligation will be sufficient to assign such right to the UNA, as between UBC and the UNA.

5.5 For greater certainty, the UNA may not exercise UBC's rights to issue a default notice to the School Board, terminate the Joint Use Agreement, or otherwise pursue contractual remedies pursuant to the Joint Use Agreement against the School Board, without UBC's prior agreement with the UNA. Where the School Board's failure to abide by its obligations under the Joint Use Agreement results in any loss, costs or claims to the UNA, UBC will indemnify and save the UNA harmless, and UBC may seek recovery of the same from the School Board pursuant to contractual remedies pursuant to the Joint Use Agreement in addition to any other remedies available to UBC.

6. ASSIGNMENT AND SUBLETTING

6.1 The UNA shall not assign or sublicense this License except with the prior written consent of UBC, which shall not be unreasonably withheld or delayed.

6.2 The UNA will not part with possession or permit others to use the whole or any part of the Facility except in accordance with the Joint Use Agreement.

7. APPEAL OF TAXES

In the event that any tax, assessment, rate, fee or similar charge of any nature whatsoever arising solely from the UNA's use or occupation of the Facility (collectively called the "**Charge**") is levied, assessed, charged or imposed or becomes a lien or charge upon the Land, the Facility or any structure or any portion thereof the UNA shall pay such Charge as part of the Operating Costs of the Facility, and if for whatever reason the UNA wishes to contest the Charge, the UNA shall have the right to do so and the UNA shall indemnify and save harmless UBC from all costs and expense as a result thereof. The UNA shall have the right to contest the Charge in the name of UBC with the consent of UBC, such consent not to be unreasonably withheld. This section shall not apply to any charge which is based upon the income or capital of UBC.

8. INDEMNITY AND INSURANCE

8.1 UBC, its Board members, officers, employees, representatives and others for whom UBC may be legally responsible (together, the "**UBC Representatives**") shall not be liable or responsible in any way for, and the UNA hereby indemnifies and saves forever harmless UBC and UBC's Representatives from and against any or all costs, liabilities, claims, damages, expenses, suits or actions, including legal costs (the "**Claims & Damages**"), on a full indemnity basis arising from:

- (a) the exercise of the UNA's rights or the carrying out of any of UNA's obligations as Manager under the Joint Use Agreement and under this License by the UNA; or
- (b) any breach, default, violation, non-observance or non-performance of any of the obligations of the UNA under the Joint Use Agreement or this License; or
- (c) any damage to property or injury to person (including death) occurring in or about the Facility as a result from an act or omission of the UNA in its capacity as Manager or otherwise carrying out its rights and obligations, and enjoying the benefits, as set out in this License.

This indemnity does not apply to the extent that Claims & Damages are a result of the negligence of UBC or UBC's Representatives. This Section shall survive the expiry of the Term or any termination of this License for any reason.

8.2 The provisions of Part 16.0 of the Neighbours' Agreement dealing with insurance shall apply to this License and to the Facility. For greater certainty, UBC shall obtain suitable insurance in respect of UBC's obligations under the Joint Use Agreement, the UNA's activities as Manager and the UNA's activities pursuant to this License, which insurance shall provide, at minimum, the coverage set out in Article 19 of the Joint Use Agreement.

9. OVERLOADING OF UTILITIES

The UNA shall not install or suffer to be installed equipment which will exceed or overload the capacity of utility facilities servicing the Facility. If equipment installed or allowed to be installed by the UNA requires additional utility facilities, then such facilities will be installed at the UNA's expense, subject to the terms of the Joint Use Agreement and in accordance with plans and specifications that must be provided to and approved by UBC prior to installation, which approval may not be unreasonably withheld.

10. NUISANCE

In addition to anything contained in the Joint Use Agreement, the UNA shall not carry on or perform or suffer, or permit to be carried on or performed or suffered, on the Campus, the Lands or the Facility any practice or act which is or becomes a nuisance or a menace, or which in any way injures, the Lands, the Facility, the Campus or any part thereof or is or becomes a hazard to any person using or occupying the Lands, the Facility, the Campus or any part thereof.

11. CLEANLINESS

In addition to anything contained in the Joint Use Agreement, the parties confirm that the UNA will utilize usage fees, the Maintenance Contribution, the Capital Reserve Fund (as may be permitted pursuant to Section 13.5 of the Joint Use Agreement) and, where necessary, the Neighbourhood Levy, to keep the Facility in a clean, sanitary and well maintained condition in accordance the Operating Procedures, and all laws, directions, rules and regulations of all governmental bodies having jurisdiction thereover including all health officials, fire commissioners, building inspectors or other officials, the insurers of UBC, and UBC's other rules and regulations. In the event the UNA fails to comply with the foregoing provisions UBC may rectify the situation and the UNA will pay UBC the cost thereof, within 10 business days of receipt of an invoice from UBC.

12. COMPLIANCE WITH LAWS AND REGULATIONS

12.1 The UNA shall comply with and abide by all federal, provincial, municipal and other governmental statutes, ordinances, laws and regulations affecting the Campus, the Facility or the Lands or any activity or condition on or in the Campus, the Facility or the Lands.

12.2 "**UBC's Rules and Regulations**" means those rules, policies, bylaws and regulations passed by The University of British Columbia from time to time, whether made before or after the date of this License, which are applicable to the Lands, the Facility and/or the users thereof and/or the Campus generally.

The UNA shall observe and cause its employees, sublicensees, agents, contractors, invitees and others over whom the UNA can reasonably be expected to exercise control, to observe

UBC's Rules and Regulations and all such rules and regulations shall be deemed to be incorporated into and form a part of this License.

13. MANAGEMENT AND CONTROL

13.1 UBC shall have the exclusive right to manage and control the Campus, and the Facility and other property leased or licensed to other tenants or licensees. In managing and controlling the Campus and without limitation, UBC has the right, in its capacity as owner of all of the land comprising the Campus and as the regulator thereof, to:

- (a) supervise and police the Campus and provide such security measures and patrols as UBC deems reasonably necessary;
- (b) close off all or any part of the Campus at such times as in the opinion of UBC are advisable;
- (c) convey, modify and terminate licenses, easements or other rights pertaining to the use of all or any part of the Campus, other than the licence granted pursuant to this License;
- (d) close off all or part of the Campus for maintenance, repair, construction or development;
- (e) employ such persons required for the management and control of the Campus and security therefor as UBC may from time to time deem advisable;
- (f) designate the entrances, roadways, parking areas and times when and where vehicles and pedestrians may use the Campus; and
- (g) change from time to time the area, level, location, arrangement or use of any part or parts of the Campus but not so as to permanently or materially interfere with access to the Facility.

13.2 Notwithstanding what is set out immediately above in this Article, if such management and control of the Campus (as opposed to management and control of the Facility, which has, by the grant of this License, been passed to the UNA) is, in the opinion of the UNA, acting reasonably, in any way inconsistent with the Neighbours' Agreement, either expressly or impliedly, or is, or is going to adversely affect the operation of the UNA's use of the Facility, UBC agrees to consider in good faith any variance that is requested by the UNA in writing. Any decision by UBC regarding a variance is at the sole discretion of The University of British Columbia.

13.3 The parties understand and agree that nothing in this License will affect the responsibility or authority delegated by UBC to the UNA to administer and enforce rules as contemplated by Article 5.5 of the Neighbours' Agreement.

14. PARKING

The UNA and its respective officers, employees, suppliers, invitees and other persons having business with the UNA shall be prohibited from using any part of the Campus designated for parking except as may be permitted from time to time by UBC or as outlined on the plans and specifications approved by UBC. Should the UNA, its officers, employees, suppliers or invitees park vehicles in areas not allocated for that purpose, UBC shall have the right to remove the trespassing vehicles and the UNA shall indemnify and save harmless UBC from any costs, claims, damage, liability and expense from any claims by third parties arising out of the removal

of trespassing vehicles. Notwithstanding what is set out above in this Article 14, it is understood and agreed that it shall not apply to parking in locations within the Designated Local Areas in respect of which the responsibility for regulation of such parking has been passed to the UNA.

15. SECURITY

For greater certainty, and subject to Section 16.2 [School Board's obligation to provide reasonable supervision of School Board Users] and Section 17.5 [Manager's obligation to provide reasonable supervision of usage of the Facility other than during School Times] of the Joint Use Agreement, as between UBC and the UNA, the UNA is solely responsible for providing security services and patrols to the Facility during the Term. The UNA and UBC agree that they shall meet from time to time during the Term to review and coordinate solutions to security issues that arise in respect of the Facility and the Campus.

16. ENTRY

If UBC wishes to enter, or to permit governmental bodies, public utilities or other persons having demonstrated a need to enter, upon the Land and/or the Facility for the purposes of installing underground water, oil, gas, steam, storm sewer, sanitary sewer and other pipelines and conduits or to grant or obtain an easement or right-of-way therefor, UBC shall apply in writing for the consent of the UNA specifying the reason for entry or the nature and extent of such easement or right-of-way. The UNA shall not unreasonably withhold its consent to such entry or to such easement or right-of-way.

17. INSPECTION OF THE FACILITY

17.1 UBC, its servants, agents, contractors and representatives, shall be entitled at all reasonable times (after written notice given to the UNA specifying the purpose) to enter the Facility and other improvement thereon for any of the following purposes:

- (a) inspecting the same;
- (b) inspecting the performance by:
 - (i) the UNA of the terms, covenants, agreements and conditions of this License, and
 - (ii) any permitted sublicensee claiming by, through or under the UNA, of any of its obligations under its License;
- (c) posting and keeping posted thereon notices as required or permitted by any law or regulation;
- (d) conducting an environmental audit; or
- (e) any other reasonable purpose.

17.2 In the event of a chemical spill or any other incident related to hazardous materials being exposed or after receiving a complaint, UBC shall have the right of immediate access to the Facility to inspect facilities and/or operations as necessary.

18. PAYMENT OF TRADES, ETC.

The UNA shall pay promptly all its contractors and suppliers and will not permit, do or cause anything to be done to the Facility or the Land during a period of construction and fixturing or at any other time which would allow any lien, lis pendens, judgment or certificate of any court or any mortgage, charge or encumbrance of any nature whatsoever to be imposed or remain upon the Land and/or the Facility or the Campus. In the event of any registration of any lien or other encumbrance, the UNA shall at its own expense cause the same to be immediately discharged. If such discharge is not so effected by the UNA, UBC reserves the right to discharge the encumbrance and the costs therefor shall be payable by the UNA.

19. CONTESTING OF LIENS

If the UNA bona fide intends to contest any lien or claim of the nature described in Article 18 herein or any governmental charge, the UNA shall notify UBC of such intention within 30 days after the UNA learns of such lien or claim, or at least 30 days prior to the due date of such governmental charge, and if UBC so requires, shall promptly provide such security in favour of UBC or the claimant for the payment thereof which is reasonable and satisfactory to UBC. UBC shall be entitled to take and to require the UNA to take or cause to be taken, all steps available to cause any lien or claim of lien filed against the title to the Land and/or the Facility or any portion thereof to be discharged therefrom provided that such steps do not materially prejudice or unreasonably interfere with the UNA's position in the dispute. If the UNA complies with the foregoing it shall not be in default hereunder and UBC shall not satisfy, discharge or pay, or cause the UNA to satisfy, discharge or pay such lien, claim or governmental charge until the same becomes legally due and payable and is required to be paid by statute or by order of a Court or other competent tribunal, in which case the UNA shall satisfy, discharge or cause to be satisfied or discharged, such lien or claim or pay such governmental charge, and all penalties, interests and costs in connection therewith. The satisfaction and discharge of any such lien, claim or governmental charge shall be made before execution is had upon any judgment rendered thereof and before commencement of any proceeding on account thereof subsequent to judgment to sell any part of the Land and/or the Facility or any interest therein or any improvement thereon. In the event of any such contest, execution, or proceeding, the UNA shall protect and indemnify UBC against all costs, expense and damage resulting therefrom.

20. DEFAULT AND TERMINATION

20.1 If:

- (a) the UNA fails or neglects to make any payment due to UBC, in accordance with the terms of this License, within 30 days after UBC gives to the UNA written notice that the payment is overdue; or
- (b) subject to Section 20.2, the UNA fails or neglects to cure, or commence to take reasonable steps to cure, any default of any of the other terms, covenants, agreements, or conditions herein that the UNA is to observe, keep or perform, including, for greater certainty, any obligation of UBC which has hereby been assumed by the UNA, within 30 days after UBC gives to the UNA written notice of such default; or
- (c) the UNA uses the Facility in a manner not authorized pursuant to this License or the Joint Use Agreement, and the UNA fails or neglects to cure this default within 30 days after UBC or the School Board gives the UNA written notice of such default; or

- (d) the UNA assigns, sublicenses, parts with possession of all or any part of the Facility contrary to this License or the Joint Use Agreement, and the UNA fails or neglects to cure this default within 30 days after UBC or the School Board gives the UNA written notice of such default; or
- (e) the UNA is adjudged insolvent or makes an assignment for the benefit of its creditors or otherwise takes the benefit of any statute for the benefit of insolvent debtors; or
- (f) the Facility is no longer made available for use by Community Groups; or
- (g) the UNA abandons the Facility; or
- (h) where UBC requires the UNA's consent hereunder, but the UNA withholds its consent and UBC determines, acting reasonably, that the relationship between UBC, the School Board and the UNA is no longer functioning in accordance with the spirit and intent of this License and the Joint Use Agreement, taking into consideration any of the following: the working relationship, level of cooperation (or lack thereof), the administrative effectiveness of the management and operation of the Facility, and the legitimate expectations of UBC, the School Board and the UNA,

then in each event UBC may immediately terminate this License by written notice to the UNA.

20.2 UBC may, upon a failure by the UNA to observe, keep or perform its obligations as Manager under the Joint Use Agreement, provide written notice to the UNA of such default and the UNA will have the period of time set out in the written notice of such default, provided that such cure period is reasonable, to cure or commence reasonable steps to cure such default failing which the UNA will be in breach of its obligations as Manager. Upon such breach and failure to cure, UBC may terminate the UNA's appointment as Manager and from which effective date UBC will reassume all of the obligations that the UNA was subject to pursuant to the Joint Use Agreement and the UNA will be relieved of any further responsibility thereunder.

20.3 The UNA may dispute a decision to terminate this Licence or the UNA's appointment as Manager, by referring the matter to the dispute resolution process set out in Section 18.4 of the Neighbours' Agreement, provided that if the dispute involves the School Board, then the UNA and UBC will engage with the School Board in dispute resolution as contemplated in Article 24 of the Joint Use Agreement. For the purposes of Article 18.4(a) of the Neighbours' Agreement, the reasonable period within which the UNA may refer the matter to the Chair of the Board of Directors of the UNA and the Vice President Finance, Resources and Operations of UBC (or their respective designates) shall be conclusively deemed to be 10 days from the delivery of such written notice of termination by UBC to the UNA. If the matter is referred for dispute resolution pursuant to the Neighbours' Agreement or the Joint Use Agreement, then the effect of the notice of termination shall be suspended until the dispute resolution process has been completed.

20.4 The UNA may terminate this License and its appointment as Manager hereunder on at least 180 days written notice to UBC where either:

- (a) the UNA, acting reasonably and providing UBC with the UNA's reasons, concludes that UBC is in default of this License, including, without limitation, any failure to consult with or obtain the consent of the UNA (as the case may be) in accordance with this License; or

- (b) the UNA, acting reasonably and having discussed matters with UBC, concludes that the Facility is not a facility for the benefit of Residents (including Community Groups containing a significant number of Residents) when the following factors are considered:
- (i) the usage of the Facility by Residents (including Community Groups containing a significant number of Residents) (which includes but is not limited to use of the Facility through the Community Centre);
 - (ii) the administrative and financial costs to manage and operate the Facility pursuant to the terms of the Joint Use Agreement; and
 - (iii) the UNA's other financial obligations.

20.5 Upon any termination of this License, the UNA shall forthwith provide UBC with such keys, equipment, documentation and equipment necessary to manage the Facility and leave the Facility in the state in which it is required to be maintained by this License, from the effective date of termination, UBC will reassume all of the obligations that the UNA was subject to pursuant to the Joint Use Agreement and the UNA will be relieved of any further responsibility therefor.

21. OCCUPATION OF THE FACILITY

If the UNA without default keeps and performs all the terms, covenants and agreements contained in this License and the Joint Use Agreement that are required to be kept and performed by the UNA, and if this License is not terminated under Article 20 of this License, then the UNA may continue its non-exclusive use and enjoyment of the Facility for the Term, subject always to the rights of UBC set out in this License and the Joint Use Agreement.

22. EASEMENT AND RIGHT-OF-WAY

UBC shall grant to the UNA such easements and rights-of-way as may be requested in writing if such, in the opinion of UBC, are reasonably required to enable the UNA to use the Facility for the Permitted Uses.

23. MOTOR VEHICULAR ACCESS TO THE LAND AND OPERATING PROCEDURES

It is understood and agreed that the Joint Use Agreement, including the Operating Procedures adopted thereunder, will stipulate the rules regarding motor vehicular access to or from any part of the Facility by the UNA or any sublicensee(s), which may include a prohibition against the parking of vehicles anywhere on the Land for loading or unloading or otherwise. Unless otherwise set out in the Operating Procedures, the UNA's access to the Land shall be restricted to foot traffic or by stroller, hand cart, wheel chair or a similar device which affords mobility to injured or physically handicapped people. This right to access shall not permit the presence of animals or active uses such as sports, or the use of bicycles, skate boards, roller blades or similar devices, unless the UNA and UBC have created Operating Procedures that would permit such uses pursuant to the processes set out in Joint Use Agreement, and otherwise, pursuant to Section 6.4 and Schedule "G" of the Neighbours' Agreement.

24. THE UNIVERSITY OF BRITISH COLUMBIA AS REGULATOR

All rights and benefits and all obligations of UBC and the UNA under this License shall be rights, benefits and obligations of UBC and the UNA respectively in their capacities as licensor and licensee under this License, and references in this License to "UBC" shall be to The University

of British Columbia in its capacity and role as licensor under this License and as registered owner of the Land and not to The University of British Columbia in its capacity as the owner of all university lands with regulatory powers with respect thereto.

25. FORCE MAJEURE

If either UBC or the UNA defaults in the performance of its covenants hereof due to a strike, lock out or other labour unrest (including a lock out commenced by UBC), act of God or through any cause beyond the reasonable control of UBC or the UNA, including an act by the School Board, UBC or the UNA, as the case may be, shall be exempt from the liability for such default, except that the UNA shall not be excused from its financial obligations hereof provided, however, that UBC or the UNA, as the case may be, shall take all reasonable steps to remove the cause of default and to resume observance of the covenants, conditions and provisos hereof forthwith after the cause of default has been removed.

26. NO PARTNERSHIP OR JOINT VENTURE

26.1 It is understood and agreed that nothing contained in this License, nor any acts of UBC and the UNA, shall be deemed to create a partnership or joint venture or any relationship between UBC and the UNA other than the relationship of licensor and licensee.

26.2 The UNA shall ensure that all promotional materials related to the Facility, including but not limited to brochures, websites, signs and other forms of advertising (print, radio, television and internet), shall clearly state that the UNA is the manager of the Facility.

27. NON-WAIVER OF DEFAULT

The waiver or acquiescence by UBC of any breach by the UNA of any term or condition of this License shall not be deemed to be a waiver of such term or condition or any subsequent or other breach of any term or condition of this License.

28. TIME

Time shall be of the essence of this License.

29. SEVERABILITY

If any part of this License shall be held to be indefinite, invalid, illegal, or otherwise voidable or unenforceable, then that part shall be severed from the balance of this License, the entire License shall not fail on account thereof, and the balance of the License shall continue in full force and effect.

30. ENUREMENT

This License shall be binding upon and enure to the benefit of UBC's and the UNA's successors and permitted assigns.

31. NOTICE

Any notice, demand, request, consent or objection required or contemplated to be given or made by any provision of this License shall be given or made in writing and may be either delivered personally or sent by pre-paid registered mail or facsimile transmission, addressed to UBC at:

The University of British Columbia
Orchard House
2336 West Mall
Vancouver, BC V6T 1Z4
Attention: Treasurer
Fax No. _____

or addressed to the UNA at:

University Neighbourhoods Association
202 – 5923 Berton Avenue
Vancouver, BC V6S 0B3
Attention: Executive Director
Fax No. 604-827-5375

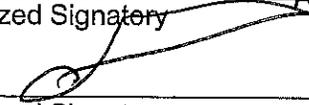
or to such other address as such party from time to time may specify by written notice to the other. The time of giving or making such notice, demand, request, consent or objection shall be, if delivered personally or sent by facsimile transmission, when delivered or recorded by the sender as sent, and if mailed, then on receipt at such address, provided that if delivery is made outside of regular business hours or on a weekend or statutory holiday, the delivery shall be deemed to made on the next business day.

IN WITNESS WHEREOF the said parties have hereunto set their hands the day and year first above written.

THE UNIVERSITY OF BRITISH COLUMBIA by its authorized signatories:)

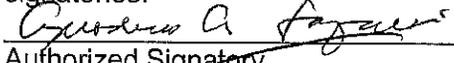


Authorized Signatory) Mark Crosbie)
Associate University Counsel)

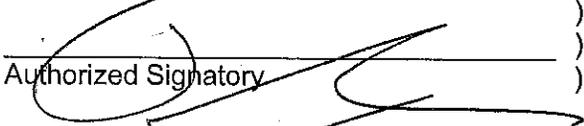


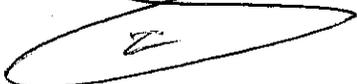
Authorized Signatory) **PIERRE OUILLET**)
VICE PRESIDENT -)
FINANCE, RESOURCES & OPERATIONS)

UNIVERSITY NEIGHBOURHOODS ASSOCIATION by its authorized signatories:)



Authorized Signatory)



Authorized Signatory)


Schedule "B"
The Joint Use Agreement
(see attached)

July 31st, 2023

VANCOUVER SCHOOL BOARD/UNIVERSITY NEIGHBOURHOODS ASSOCIATION
c/o Ms. Susan Bui, Development Coordinator
UBC PROPERTIES TRUST
3313 Shrum Lane Suite 200, Vancouver, BC V6S 0C8

Via Email: sbui@ubcproperties.com

Re: Investigations Phase - Existing Synthetic Turf Sportsfield Remediation

Dear Susan:

Further to our site work of Wednesday July 19th, 2023, we have completed our 'Investigations Phase' related to the VSB/UNA's existing synthetic turf sportsfield in the Wesbrook Community and are now pleased to provide the following summary report outlining our findings.

1. INTRODUCTION

In mid-June 2022, we were engaged by UBC Properties Trust and the University Neighbourhoods Association, to analyze and assess the condition of the existing synthetic turf sportsfield at University Hill Secondary School- located at 3228 Ross Drive in Vancouver, BC. Nearing the end of its lifecycle, the playing surface of the field has deteriorated. Irregularities witnessed include:

- excess SBR infill on the surface; including compacted infill.
- some variable surface planarity with "pooled" SBR infill; and
- synthetic carpet degradation-worn(torn), severely flattened and loose fibres.

The above noted field surface conditions have led the UNA over the past 6-7 months to understand more about their community asset and to consider the timing of the field's replacement. To this end, in December of 2022, the UNA decided to conduct an independent Field Evaluation Report , executed by Beyond the Turf(The west coast installer for FieldTurf). Their surface findings/observations are listed in their Report.

Our investigations and testing were a "follow up" to the original Field Evaluation Report to comment more specifically about the underlying conditions of the field. Our testing was completed by an experienced team of synthetic turf sportsfield Consultants and Contractors, including:

- RFLA Inc. / MBTW Group - Sportsfield Consultants / Landscape Architects
- AstroTurf West Distributors Ltd. - Synthetic Turf Installation & Maintenance Contractor.
- Metro Testing - Testing Services and Laboratory

1. INTRODUCTION...cont.

The primary goal of our in-situ testing/investigations was to ensure that the field's underlying surface conditions and drainage aspects allow the field to be considered as a suitable candidate for simple "re+re"(removal and re-surface) of the existing synthetic turf system and replacement with a new synthetic turf system-planned for 2024. Our investigations specifically included:

- Review of the existing field playing surface conditions.
- Confirm the profile of the existing synthetic turf field system - the turf, presence/condition of the shock pad(if any), and the infill.
- Gain additional information on the existing sub-surface conditions - the field profile (cross section), including - granular aggregate base depth and composition, and general approach to field sub-drainage systems. This included review and understanding of the existing as-built record drawings we were able to assist UBC Properties in securing from Campus Records via UBC Engineering Operations.
- Determine existing granular aggregate performance characteristics - field density, sieve analysis, permeability / hydraulic conductivity; undertaken specifically to assist in determining if the existing aggregate base materials are potentially suitable for reuse as part of the upcoming sportsfield replacement planned for Summer 2024.

2.0 BACKGROUND

The existing field is approximately 10 years old, designed by Kamps Engineering Limited in 2012/13 and built in the summer of 2013. RFLA/MBTW were able to secure the as-built drawings, details / cross sections and specifications available for the as constructed sports field directly from Campus Records, as mentioned.

Based on the "as-builts", we have confirmed that the existing synthetic turf sportsfield is a regulation-size athletic field, suitable for both multi-sports play (the primary sports played on the field are soccer and mini-soccer), as well as physical health and education (recreational) activities by the School Board and its students, as well as the greater Wesbrook Community residents and UBC Vancouver Campus students, faculty and staff.

The athletic field is surrounded by a continuous 300mm wide concrete perimeter curb-the "at-surface" width; it is wider below grade as informed by the "as-builts". The north side has an additional service walkway and bleacher/seatwall component. The south edge has players benches/shelters located near/around mid-field. The field periphery has a separated sub-surface drainage system to collect stormwater run-off in both the hard and soft landscape areas. The synthetic turf field drains vertically -down through the turf and base gravels to a drainage collection system that includes both 100mmØ perforated lateral drain lines (at 5m on centre running in a north-south direction); and a central 200mmØ collector pipe running east west along the field's "north mid-line"(just off centre to north). Ultimately, the field drains east and south into the storm system south of the field's eastern edge(and into the future VSB School site eastward and beyond).

2.0 BACKGROUND...cont.

We have attached the applicable “as-builts” from Kamps Engineering to show this stormwater collection system in detail. -SEE APPENDICES

Prior to the undertaking of the in-situ investigations described within this summary, RFLA attended a preliminary site visit in mid-June to specifically review the existing sportsfield conditions at University Hill. This preliminary review was held on June 14, 2023, with both Susan Bui from UBC Properties Trust and Wegland Sit from the UNA in attendance. During that meeting existing field issues witnessed and prior described by the shared Report from Beyond the Turf included:

- Minor depressions in the field of play - surface irregularities approximately 12-20mm in depth and up to 4m² in surface area, where “puddled rubber” (SBR) was collecting.
- Areas of compacted infill-both SBR and sand.
- Synthetic turf fibre degradation, including-torn fibres, worn fibres, loose fibres and flattened fibres.

It was our conclusion in June, that the field was in need of some critical maintenance activities. We conducted an informal “hand maintenance” test over a few small areas approx. 1m²-removing excess SBR, de-compacting the infill and brushing the fibres so as to stand them erect again. This informal test showed us the field could be salvaged and perform for the desired additional one year of play, hoped for by the UNA.

Based on preliminary site review and our discussions, the UNA confirmed that the above issues had been ongoing and worsening over the past few years as ongoing maintenance operations were unable to be regularly scheduled-a collateral damage impact of Covid and post Covid labour force issues. The UNA further advised that due to construction windows available-SUMMER ONLY ONCE SCHOOL IS OUT- and due to budgetary constraints that 2024 would be the preferred re-turfing schedule for the project. So as to extend the lifespan of the field for one more year, the UNA were trying to implement an intensive maintenance program this Summer with the much needed surface repairs. All in order to provide a safe and playable surface for the school season, commencing in September 2023.

The UNA fully recognizes that the sports field has reached the end of its useful life(typically in the 8-10 year horizon depending on usage cycles) and needs a refit/ reconstruction with, as a minimum, a new similar synthetic turf field system (potential shock pad, synthetic turf, and infill). Prior to undertaking a field replacement, the UNA wanted to conduct these investigations to determine if existing conditions below the field would allow for a successful field replacement to occur OR if modifications to sub-surface conditions, the perimeter edge detail or other, would also be required.

3.0 OUR FINDINGS

As outlined in our proposal for the ‘Investigations Phase’ of our work, the general approach to in-situ review and testing consisted of both ‘Visual Findings’ and ‘Laboratory Testing’. The in-situ review and ‘Visual Findings’ were conducted on July 19th, 2023, with RFLA, AstroTurf and Metro Testing all in attendance. This was done for efficiency and to minimize client costs - allowing their maintenance provider to open and close our five testing locations. The ‘Laboratory Testing’ was completed by Metro Testing using samples collected during the in-situ work. Areas of removed aggregate were filled with new material-SEE APPENDICES.

Visual Findings:

In order to undertake our in-situ investigations, five areas of the existing synthetic turf field were opened/removed by Astro-Turf. Three of the five test hole locations were deliberately selected to reflect heavy “pooled rubber” areas with the aforementioned minor depressions within the field of play - as noted at the preliminary site review conducted on June 14th , 2023. The location of the openings was somewhat evenly spread across the entire field of play. REFER TO APPENDICES FOR MAPPING OF IN-SITU FIELD TESTING LOCATIONS.

In general, we found the existing synthetic turf field profile to be reasonably uniform across all five testing locations. The conditions encountered aligned well with the system reflected on the “As-Built” Drawings by Kamps-SEE APPENDICES. All testing locations reflected the following conditions, with any inconsistencies noted:

- A Synthetic Turf System consisting of:
 - ±60mm monofilament sports turf with SBR rubber/silica sand infill directly on a granular base. No shock-pad or e-layer was installed as part of this system.
- A field base consisting of:
 - 250mm-300mm depth compacted granular aggregate base course consisting of a dual aggregate material, namely-a “top course” aggregate approximately 12-13mmØ downwards and including smaller fines; and a larger “base” aggregate of approximately 25mmØ downwards including smaller fines.
 - It was noted that the aggregate base was “well compacted”- as measured by a ‘heel-test’ (ability to deflect the base with firm boot stomp and make an impression in the granular base material) - we could not. REFER TO APPENDICES FOR DETAILED FIELD DENSITY ANALYSIS.
 - the top course layer of smaller aggregate and granular fines (small particle material) was observed to be approximately 50-60mm depth, some areas locally thicker at 75mm in depth.
 - the base course layer of larger aggregate and granular fines (small particle material) was observed to be approximately 250mm in depth-also with some variability and deeper locations.
 - REFER TO APPENDICES FOR DETAILED AGGREGATE ANALYSIS.
 - A greater depth of the larger 25mmØ granular base aggregate was found at test location #5 (near SE corner). We stopped digging at approximately 450mm depth at this location-concluding we were perhaps directly above one of the field lateral “trenches”. (We noted in the “As-Built”, that the base aggregate was allowed for use as backfill in the drainage lateral trenches also). This explained the much greater depth encountered.

3.0 OUR FINDINGS...cont.

- Underlying the base in all instances(except Test location #5) was an undetermined depth of “Sechelt Sand”. This is a coarse free draining sand often used locally in our marketplace as a common and relatively inexpensive “engineered fill”. We assume this was perhaps done to raise the subgrade elevations to the required “bench level” for the construction of the sportsfield in 2013. Review of past orthophotos on file with UBC from 2014, showed this to be an accurate assumption.
- There was no standing water found at any of the test locations (either on the surface of the synthetic turf or directly under the turf and on top of the granular aggregate base). Moisture was /noted present in the larger aggregate base course, both as noticed by us and reflected by Lab Testing-in the 2-3% range.
- No internal lateral drainage system within the synthetic turf field area was encountered at any of the five test locations. Due to the limited excavations conducted during the in-situ field testing, this is not a definitive statement, nor meant to be. We simply did not encounter any of the field lateral pipes, due to their depth below the surface and our limited depth of dig. As mentioned, Test Hole #5 did show greater depth of the larger 25mmØ base aggregate and no Sechelt Sand was encountered. **THE AS-BUILTS CLEARLY SHOW THAT A SUBSURFACE DRAINAGE SYSTEM DOES EXIST.**

Laboratory Testing (Metro Testing) - Aggregate Analysis:

As previously noted, Metro Testing was present during in-situ field testing conducted on July 19th, 2023. Their findings associated with Aggregate analysis for the granular aggregate base materials used to construct the existing synthetic turf field are presented in their attached Lab Reports-all conducted in the final 12 days of July. Please note the following:

- For purposes of sieve analysis and determination of the particle size and gradation of both of the existing granular aggregate materials, samples from all five test holes were collected and mixed as one collective sample for each-the 12mmØ top course aggregate and the 25mmØ base aggregate. Given the consistency of the base aggregates across all five test locations, this was deemed to be the method that would provide the most accurate representation of existing base conditions.
- For purposes of sieve analysis and determination of the particle size and gradation on the Sechelt Sand, no samples were taken. We know this product to be extremely compatible for this type of overlying construction(a sportsfield). It is free draining and provided it was installed properly in uniform 300mm lifts and compacted at each lift, it serves as a very suitable engineered fill/bearing sub-grade material as the field base condition.
- Both tested aggregates were found to have a small percentage of smaller particles (fines), which make this material very suitable for synthetic turf sports field base construction. These materials are known very well to us, and both materials do not “over-compact”. Both aggregates remain free-draining as a result.
- For purposes of compaction both field densometer and lab testing was conducted. REFER TO APPENDICIES FOR DETAILED FIELD DENSITY ANALYSIS.
- REFER TO ATTACHED METRO TESTING REPORTS FOR DETAILED AGGREGATE ANALYSIS.

3.0 OUR FINDINGS...cont.

Laboratory Testing (Metro Testing) - Hydraulic Conductivity Tests:

Given the very uniform nature of the existing field profile encountered at the test locations, in-situ testing of the existing granular aggregate base material was undertaken at three of the five test locations. These tests were specifically for the purpose of determining hydraulic conductivity (Ksat) rates (the speed at which water infiltrates and percolates through the aggregate base material, so that it can enter the field drainage system). During the in-situ testing conducted on July 19th, 2023, granular infiltration rates were observed as being acceptable - in excess of the minimum design requirement of 250mm per hour. Hydraulic conductivity rates were confirmed through laboratory testing, with actual infiltration rates well exceeding the minimum benchmark - refer to attached Metro Testing Reports for detailed information.

REFER TO ATTACHED METRO TESTING REPORTS FOR DETAILED HYDRAULIC CONDUCTIVITY ANALYSIS.

4.0 CONCLUSIONS AND RECOMMENDATIONS

Our conclusions are very simple and rely largely on the field observations that were confirmed through the science of the Metro Testing laboratory and the “on field” test results of the existing synthetic turf field dual aggregate base materials.

Basically, the particle size/gradation of the existing granular materials are well suited for this type of construction:

- Compaction:
 - The base aggregates have enough fines to allow for suitable compaction and workability to establish a level, planar surface suitable for the turf installers to complete their work. Neither the top course nor the base aggregate can “over compact”-as witnessed during of test digs. Once disturbed, the aggregates tend to crumble and “de-consolidate”. (This is also a good sign for drainage).
- Drainage:
 - Related to compaction comments above, the particle size and grading of the aggregate base ensures the ability of the existing synthetic turf base material to allow water to successfully penetrate, percolate and flow into the existing drainage systems. Hydraulic Conductivity (Ksat) testing has confirmed site observations related to the field drainage rates as very good.
 - Our informal “flood tests” showed this further. The water flowed quickly off the surface and into the base aggregates, and beyond in under 1minute after a 10-30min soak.

4.0 CONCLUSIONS AND RECOMMENDATIONS...cont.

RECOMMENDATIONS:

With the completion of the ‘Investigations Phase’ of our work we now have a greater understanding of “current build” and the underlying conditions and design of the existing synthetic turf field at the VSB/UNA Community Field. In our opinion, the design and prior construction of the field as shown by the field’s underlying surface conditions and drainage aspects do allow the field to be considered as a very suitable candidate for the successful removal and replacement of the existing synthetic turf field. With the a new synthetic turf field planned for 2024, our specific recommendations and requirements for the field should include:

- **ONGOING MAINTENANCE**-the next year of service on this field should still include regular maintenance on a frequent schedule-as often as every 3 months, if the budget allows. This will assist in redistributing the “splash rubber”(from play on the field) that is no longer able to be retained by the worn and degrading carpet fibres.
- **THE COMPLETE REMOVAL** and disposal of the existing synthetic turf field system. A decision on the amount of retained SBR and/or replacement with a new virgin rubber is a decision that should also be made ahead of tender-as discussed with UNA prior. If retained-a similar infill SBR must be used, with an approximate max. of 2lbs/sq. ft. of retained SBR being utilized.
- **TUNING** and **AUGMENTATION** of the existing top course aggregate, including:
 - removal of contaminated top course aggregate;
 - addition of new top course aggregate as required-max expected of 30-40mm
 - include medium weight (5 ton) double drum compaction rolling-paying particular attention to the 5m o.c. drainage lateral trenches, which are subject to settlement-due to depth.
 - laser grading and corrections to the field’s surface planarity.
- **INSTALLATION** of a “similar” new synthetic turf sports field system (system requirements / specifications to be determined through further consultation with the UNA) - complete with all field lines, markings and graphics; complete with any certifications (if required).

5.0 CLOSURE

We will wait next steps as directed by you. We have submitted a fee proposal that would allow us to complete the redesign and tender drawings for later this year so as to tender and award the new turf replacement project early enough to secure a contractor for what is anticipated to be a fairly heavy construction season in 2024, with many field refits forthcoming. We strongly recommend we tender this project before the end of 2023.

If you have any questions about this summary report, we can be reached during normal business hours at 604-725-0521.

Yours truly,

Richard Findlay Landscape Architect Inc.
Richard Findlay, BCSLA, CSLA-Stamp #274

>REFERENCE ALL APPENDICES/ATTACHMENTS-LAB REPORTS-METRO TESTING; SITE OPENINGS MAP., AS BUILT DRAWINGS AND SUPPORTING IMAGERY.

cc: file; 23.01 Ltr.#1 Vancouver College-Sportsfield Remediation-Investigations Phase



Report Date: September 27, 2023
Meeting Date: October 17, 2023
From: Sundance Topham, Chief Administrative Officer
Subject: Thunderbird Stadium Liquor License Application Decision

SUMMARY

UBC Athletics and Recreation applied for a liquor primary license for Thunderbird Stadium in September 2022. As part of the review process residents within a 1.61 km radius of the stadium were provided the ability comment on the proposal.

The BC Liquor and Cannabis Regulation Branch (LCRB) has made their decision on the application, which is provided for Board information.

DECISION REQUESTED

For information

DISCUSSION

UBC Athletics and Recreation 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 was for up to 15,606 people and the proposed license hours were from 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.

The LCRB has made their decision on the license (as per the attached Decision of Site and Community Assessment [SCA] dated September 27, 2023).

A synopsis of the SCA is as follows:

- The LCRB received 11 pieces of feedback from the public. Of those, 10 opposed the application and 1 was supportive of the application. There are 7,038 people within the .8 km ring and 15,832 people within 1.6 km ring. 10 negative responses were received within the .8 km ring – 9 being negative and 1 positive. There was 1 negative comment outside the .8 km ring. No comments outside 1.6 km ring.
- Public comments included: Hours of liquor service – negative public comments included hours of liquor service being too late until 1:00 AM. The public generally communicated a desire for a 10:00 -11:00 PM limit to the end of liquor service hours. Noise – the public was concerned about noise and disturbance at and around the establishment during and after liquor service. Rowdiness, irresponsible behavior, vomiting and urination were mentioned. St. Johns hospice was mentioned being affected by noise and disturbance to residents in the facility. Safety – The public was concerned with traffic safety, drinking and driving, violence, vandalism and the safety of area residents and dorm residents with a large quantity of intoxicated patrons being at and around the establishment. Capacity – Public comments received by the branch indicated the public feels the proposed capacity for the liquor license was too high.
- In response to the comments UBC has agreed to scale back their hours of operation to 11:00 AM – 11:00 PM daily. The applicant has also confirmed they no longer plan to have any concerts, live music or outdoor shows at the stadium and plan to host sporting events only. Any noise or amplified sound from sporting events will be directed away from the neighborhood and towards patrons inside the venue.

Noting the above-mentioned feedback, the liquor primary licence was granted with the following terms and conditions:

- Maximum person capacity (patrons plus staff) is 15,606 persons exterior and 350 persons interior;
- Hours of liquor service from 11 AM to 11 PM 7 days a week;
- Minors, accompanied by a parent or guardian, are permitted in the Academic Center and Heritage room until 10 PM when meal service is available;
- Minors are not permitted in the dressing rooms when liquor is being served or consumed;
- Minors are permitted in stadium seating, concourse, and exterior areas of stadium;
- Liquor service is event driven;
- Liquor may be consumed in red lined areas when a reasonable number of stadium tiered non-drinking seats are available;



- No live music, concerts or shows outdoors. Outdoor sporting events only;
- Hawking permitted in licensed stadium stands and concourse areas of the stadium during events where the event organizers has agreed that liquor consumption should be permitted. Hawkers must not be minors and must not be paid on a commission basis.
- A reasonable variety of hot and cold food and non-alcoholic beverages must be available to patrons at reasonable prices during all hours of liquor service.

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 horizontal line.

Sundance Topham
Chief Administrative Officer



September 27, 2023

Job# 062864

University of British Columbia
6331 Crescent Road
Vancouver BC
V6T1Z1

Dear Susan Mander:

**Re: Decision of Site and Community Assessment (SCA)
Application for new Liquor Primary License
Proposed Name: Thunderbird Stadium
Proposed Location: 6288 Stadium Road in Vancouver BC V6T 1Z3
SCA Expiry Date: December 27, 2023**

Introduction

The applicant, University of British Columbia, is applying for a liquor licence to be located at 6288 Stadium Road in Vancouver BC V6T1Z3. The proposed establishment will be an event driven Sports Stadium. The applicant plans to license the stadium seating, dressing rooms, multipurpose rooms inside the stadium and a lounge building named the Academic Centre that is part of the stadium. The applicant also plans to license the grass that surrounds the playing area for patrons to stand and watch the games and a connecting area that connects the surrounding field to the front entrance of the stadium. The applicant plans to offer a wide selection of food and beverage options to customers.

The applicant has met the eligibility and suitability requirements of the *Liquor Control and Licensing Act* (the *Act*) and is now proceeding to the Site and Community Assessment stage, which is the stage for local government/First Nation input. The application was provided to the Metro Vancouver Regional District (the City) for consideration by Council. Council has confirmed by way of notification via the LCRB licensing portal dated October 11, 2022 that they were opting out of providing comment on this application.

Pursuant to Section 39(1) of the Act, Liquor and Cannabis Regulation Branch (the LCRB) staff gathered information on the prescribed criteria. The applicant is now eligible for consideration of SCA approval.

The Issues

- Whether or not the site and community assessment criteria have been applied.
 - Whether to grant site and community approval (SCA).
 - Whether issuance of the licence would be contrary to the public interest.
-

**Liquor & Cannabis Regulation
Branch**

Mailing Address:
PO Box 9292 Stn Prov Govt
Victoria BC V8W 9J8
Telephone: 250 952-5787
Facsimile: 250 952-7066

Location:
400-645 Tyee Road, Victoria BC
V9A 6X5

www.gov.bc.ca/lcrb

Factors to Be Considered

- Consideration of the following statutory criteria pursuant to section 71 of the Liquor Control and Licensing Regulation (the Regulations):
 - a) The location, person capacity and hours of service for the liquor primary areas;
- Provide a resolution with comments on the following statutory criteria:
 - a) The impact of noise on nearby residents;
 - b) The general impact on the community if the application is approved;
 - c) The view of residents and a description of the method used to gather views; and
 - d) The Council recommendation (including whether or not the application be approved) and the reasons on which they are based.

Relevant Legislation and Policy

I have reviewed the relevant sections of the *Act*, *Regulations*, and Branch *policies* in considering this application.

Section 39 of the Act sets out the role of the General Manager in circumstances where Local Government/First Nation does not provide recommendations with respect to an application. This includes taking into account the prescribed criteria and gathering the views of residents.

Analysis

Any liquor primary license has the potential to upset the balance within a community. With this in mind, I have conducted a review of the information provided by the applicant to the LCRB which includes: a Letter of Intent, a site map identifying the proposed location, and a floor plan defining the overall layout of the proposed area.

- The proposed liquor primary is an event driven sports stadium located at 6288 Stadium Road in Vancouver BC;
- The proposed liquor primary includes the stadium including the stadium seating, dressing rooms, media box, grassy area that surrounds the playing field, playing field, connecting area that connects the front of the stadium to the area surrounding the playing field, multipurpose rooms inside the stadium and a lounge building named the Academic Centre that is part of the stadium.
- Applicant plans to use licensed stadium for sporting events, receptions (pre and post events), fundraisers, seasonal parties (ie Christmas parties), corporate meetings, symposiums, university receptions, functions and award ceremonies, musical concerts, recitals, live bands and other live music performances and DJ's.
- The applicant has proposed a maximum capacity of 15,606 persons total for the exterior and 350 persons for the interior. This capacity includes both patrons and staff;
- The proposed hours of liquor service are from 11:00 AM to 1:00 AM daily; and
- The applicant believes that this venue will not have a negative impact on its surrounding campus neighbors. The venue will adhere to the UBC noise bylaws.

Local traffic will not have a negative impact on traffic. There is ample parking at the stadium and street meter parking and several parkades on the UBC campus.

- The benefits to the community will be employment for students and residents, a place for residents and locals to attend and will create further involvement in community sponsorships and activities.

In accordance with the Act, LCRB staff gathered the views of residents by way of directing public notification of the application. LCRB staff ensured the liquor primary application details were advertised in two consecutive newspaper editions of ‘Vancouver is Awesome’ newspaper on May 30, 2023 and June 6, 2023. In conjunction, the applicant placed a Notice of Intent sign at the stadium location and at a nearby traffic roundabout in a manner visible to all passersby, for a period of 30 days. Local residents within 1 mile (1.6 km) radius were invited to comment on the application in writing to the General Manager by June 29, 2023.

In response to the public notification, the LCRB received 11 pieces of feedback from the public. Of those, 10 opposed the application and 1 was supportive of the application. There are 7,038 people within the .8 km ring and 15,832 people within 1.6 km ring. 10 negative responses were received within the .8 km ring – 9 being negative and 1 positive. There was 1 negative comment outside the .8 km ring. No comments outside 1.6 km ring.

Public comments included: Hours of liquor service – negative public comments included hours of liquor service being too late until 1:00 AM. The public generally communicated a desire for a 10:00 -11:00 PM limit to the end of liquor service hours. Noise – the public was concerned about noise and disturbance at and around the establishment during and after liquor service. Rowdiness, irresponsible behavior, vomiting and urination were mentioned. St. Johns hospice was mentioned being affected by noise and disturbance to residents in the facility. Safety – The public was concerned with traffic safety, drinking and driving, violence, vandalism and the safety of area residents and dorm residents with a large quantity of intoxicated patrons being at and around the establishment. Capacity – Public comments received by the branch indicated the public feels the proposed capacity for the liquor license was too high.

The applicant has agreed to scale back their hours of operation to 11:00 AM – 11:00 PM daily. The applicant has also confirmed they no longer plan to have any concerts, live music or outdoor shows at the stadium and plan to host sporting events only. Any noise or amplified sound from sporting events will be directed away from the neighborhood and towards patrons inside the venue.

UBC has mentioned that UBC is an operating partner with St. John’s Hospice through the Faculty of Medicine, and Athletics and Recreation is also a UCB department. The Hospice has been located near the stadium for 10 years with no complaints. UBC plans to mitigate noise and the impact of its events on the surrounding neighborhood by providing notification of any events in advance to the Hospice. Directing patrons to enter and exit away from sensitive areas to keep noise to a minimum. Working with the RCMP, Campus and Community Planning and Campus Security Team throughout event planning and during events. Training crowd management staff, contract security, and event staff on site to advise

guests to be respectful of the neighborhood and its residents when they leave. Posting signs at entrance and exists to advise and remind guests of the neighbors when they leave. Cleaning all neighboring areas including public pathways used by event patrons.

Decision

Based on the information before me, I am satisfied that adequate public notice of the applicant's proposal and opportunity for public comments was provided, and that anyone who wished to provide their views on the application was able to do so. I am further satisfied that a majority of residents in the area do not oppose a liquor primary license at the subject property and the granting of a liquor primary license would not be contrary to the public interest.

I am, therefore, granting Site and Community approval for a liquor primary license at 6288 Stadium Road in Vancouver BC V6T1Z3 with the following terms and conditions:

Terms and Conditions of Liquor Primary Licence:

- Maximum person capacity (patrons plus staff) is 15,606 persons exterior and 350 persons interior;
- Hours of liquor service from 11 AM to 11 PM 7 days a week;
- Minors, accompanied by a parent or guardian, are permitted in the Academic Center and Heritage room until 10 PM when meal service is available;
- Minors are not permitted in the dressing rooms when liquor is being served or consumed;
- Minors are permitted in stadium seating, concourse, and exterior areas of stadium;
- Liquor service is event driven;
- Liquor may be consumed in red lined areas when a reasonable number of stadium tiered non-drinking seats are available;
- No live music, concerts or shows outdoors. Outdoor sporting events only;
- Hawking permitted in licensed stadium stands and concourse areas of the stadium during events where the event organizers has agreed that liquor consumption should be permitted. Hawkers must not be minors and must not be paid on a commission basis.
- A reasonable variety of hot and cold food and non-alcoholic beverages must be available to patrons at reasonable prices during all hours of liquor service.

Plans Approval

This approval allows the applicant to proceed with development of floor plans for the proposed establishment. In accordance with the Regulations, prior to issuing a licence, the General Manager must set the person capacity.

A detailed floor plan with an occupant load determined by the University of British Columbia was received on January 25, 2023. The plans have been reviewed to ensure compliance with the Regulations and policy. **LCRB has determined that the floor plans will need a few more**

occupant load stamps assigned to the service areas. The Heritage room will need an occupant load stamp as currently the floor plan does not have one. The playing area that surrounds the field will need a revised occupant load stamp for just the surrounding area as the playing surface will not be licensed and the current occupant load stamp includes both the playing surface and surrounding field area combined. Areas/rooms 300 301 302 303 304 and 305 also need an occupant load for each of these rooms.

Term of Site and Community Approval (SCA)

This approval will expire three months from the date of this letter, on **December 27, 2023**. A written request for extension to this approval will only be considered if received no later than 30 days prior to the expiry of the SCA.

If the applicant fails to request an extension within the permitted time frame, this application will be viewed as terminated on that day. The request must satisfy the Branch that the need for an extension is reasonable and that the delay is not directly attributable to the applicant.

An extension request should be accompanied by evidence demonstrating that the delay is beyond the control of the applicant. Where a “third party” is responsible for the delay, a letter from the third party outlining the current status and schedule for completion should accompany the request for extension.

This approval is personal to the applicant and cannot be sold or transferred without the prior approval of the General Manager.

Yours sincerely,



Matt Forrester
Senior Licensing Analyst
Liquor and Cannabis Regulation Branch

Copy: Polly Tsao, Liquor Inspector
Metro Vancouver Regional District

Report Date: October 10, 2023
Meeting Date: October 17, 2023
From: Athena Koon, Finance Manager
Subject: 2024-25 Budget Timeline

Background

One of the functions of the Finance and Audit Committee is to work with staff to develop the annual budget for submission to the Board for approval. This report summarizes the timeline for the creation of the 2024-25 budget.

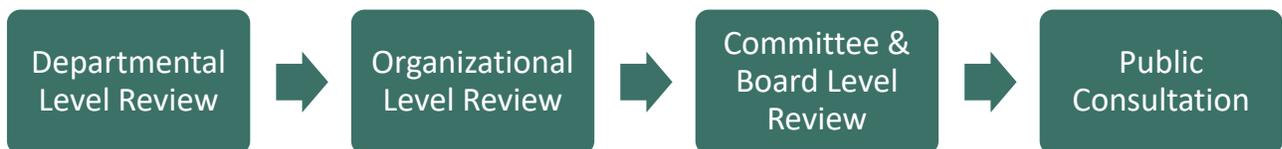
Decision Requested

For Information

Discussion

Budgeting Process:

The budgeting process in the UNA contains the following steps:



After a review of public feedback and Board approval, the final budget will be submitted to UBC for approval. Please note UBC's approval is limited to confirming that the budgeted expenditures from the Neighbours Fund money do not contravene the purposes for which UBC has received the money.

As per Neighbours Agreement 2020 (NA2020) the UNA budget needs to be submitted to UBC a minimum of 45 days before the end of the fiscal year (February 15), but this deadline has typically been extended through until the end of March. The UNA will communicate with UBC regarding the potential extension of the submission timeline for fiscal 2024/25 budget.

The extended deadline is more reasonable for the UNA, as it provides time for adequate public consultation and allows more time to work on details.



Budgeting Timeline:

The following table outlines the proposed timeline for our 2024/25 budgeting process:

Date	Assigned To	Task
October	Staff	Start departmental budget drafts
October	Staff	Compile organizational budget
October	Finance Committee	Review budget schedule
October	Board	Budget schedule to Board for information
October	Staff	Reach out to UBC regarding next year levies estimate and funding needs
November	Finance Committee	First review of draft budget
November	Board	Board first review of draft budget
November & December	Staff	Refinement of draft budget
January	Finance Committee	Second review of draft budget and recommend budget to the Board
January	Board	Recommend budget release for public consultation
January/February	Staff	Post draft budget and narrative information on the UNA website for a minimum two-week period, collating all comments received.
February	Finance Committee	Push the monthly meeting a few days later to allow the extra time of the public consultation. Review public feedback, recommend budget to the Board for approval
February	Board	Approve draft budget
February	Staff	Submit budget to UBC for approval

Ideally, if a Board member has specific preferences and recommendations for the 2024/25 budget, they should be addressed ahead of time to the Finance and Audit Committee first (either at the November or January Finance Committee meetings). Staff can then incorporate the requests and recommendations into the draft, and to make the budget review and approval process more efficient at the Board meeting level.

Financial Implications

None

Operational Implications

None

Strategic Objective

None

Attachments

Schedule A – LCRB Decision of Site and Community Assessment [SCA]

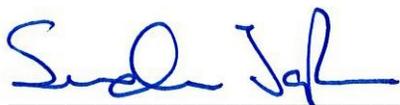
Concurrence

None

Respectfully submitted,

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Athena Koon
Finance Manager

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Sundance Topham
Chief Administrative Officer



Report Date: October 10, 2023
Meeting Date: October 17, 2023
From: Athena Koon, Finance Manager
Subject: 2022-23 Neighbours' Fund Financial Statements

Background

Neighbours' Agreement 2020 (NA2020) stipulates that UBC is required to provide the UNA with audited statements relating to the Neighbours' Fund prepared by auditors independent of UBC on an annual basis.

UBC provided the audited Neighbours' Fund Financial Report for fiscal 2022/23 to the UNA on September 28, 2023.

Decision Requested

For information

Discussion

The Neighbours' Fund Reserve Balances per 202/23 Audited Financial Statements are as follows, and the information was presented at our 2023 AGM on September 27 by the Portfolio Finance Manager of UBC. The 2022-23 Neighbours Fund Financial Statements have also been posted on the UNA website.

Reserve Type	Annual Contribution	Max \$	Min \$	Balance as at March 2023
Infrastructure Replacement	2.4%	10M	0.5M	\$5,697,615
Capital Replacement	1.2%	5M	0.25M	\$2,326,531
Contingency	1.0%	1M	n/a	\$1,083,638
Rate Stabilization	1.0%	2M	n/a	\$333,612
Community Field Replacement	0.06M	0.6M	n/a	\$585,618
Unappropriated Reserve	n/a	n/a	n/a	\$1,131,285

Financial Implications

None



Operational Implications

None

Strategic Objective

None

Attachments

1. 2022/23 Neighbours' Fund Financial Statements

Concurrence

None

Respectfully submitted,

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

Athena Koon
Finance Manager

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

Sundance Topham
Chief Administrative Officer

THE UNIVERSITY OF BRITISH COLUMBIA

THE NEIGHBOURS' FUND

FINANCIAL STATEMENTS

March 31, 2023

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Statement of Operations	4
Statement of Changes in Net Assets	5
Statement of Cash Flows	6
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To the Board of Governors of The University of British Columbia the Neighbours' Fund:

Opinion

We have audited the financial statements of The University of British Columbia the Neighbours' Fund (the "Fund"), which comprise the statement of financial position as at March 31, 2023, and the statements of operations, changes in net assets and cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Fund as at March 31, 2023, and the results of its operations, its remeasurement gains and losses and its cash flows for the year then ended in accordance with Canadian public sector accounting standards.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Fund in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Fund's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Fund or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Fund's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Fund's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Fund's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Fund to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Vancouver, British Columbia

September 27, 2023

MNP LLP

Chartered Professional Accountants

THE UNIVERSITY OF BRITISH COLUMBIA
THE NEIGHBOURS' FUND
Statement of Financial Position
As at March 31

ASSETS	Note	2023	2022
Current assets			
Due from the University of British Columbia	3	\$ 8,672,841	\$ 8,234,143
Accounts receivable		352,909	131,599
Services levies receivable		2,156,433	1,851,690
Total assets		\$ 11,182,183	\$ 10,217,432
LIABILITIES AND NET ASSETS			
Current liabilities			
Accounts payable and accrued liabilities		\$ 23,884	\$ 4,815
Net assets:			
Appropriated Reserves			
Infrastructure Replacement Reserve	5	5,697,615	5,440,379
Capital Reserve	6	2,326,531	2,204,711
Contingency Reserve	7	1,083,638	1,092,702
Rate Stabilization Reserve	8	333,612	253,683
Community Field Replacement Reserve	9	585,618	518,009
		<u>10,027,014</u>	<u>9,509,484</u>
Unappropriated Reserve	10	1,131,285	703,133
		<u>11,158,299</u>	<u>10,212,617</u>
Total liabilities and net assets		\$ 11,182,183	\$ 10,217,432

(See accompanying notes to the financial statements)

Approved:



Director



Director

THE UNIVERSITY OF BRITISH COLUMBIA
THE NEIGHBOURS' FUND
Statement of Operations
As at March 31

	<u>Note</u>	<u>2023</u>	<u>2022</u>
Revenue			
Residential services levy		\$ 6,048,576	\$ 5,405,660
General municipal services levy		1,638,986	1,241,740
Interest income	3	127,785	118,135
University's contribution	11	85,452	81,995
		<u>7,900,799</u>	<u>6,847,530</u>
Expenses			
University Neighbourhoods Association	11	4,110,496	3,617,045
Non-recoverable portion of GST/HST on transfers to UNA		67,429	63,255
Fire protection costs	12	1,584,391	1,313,553
Athletics fees	11	570,000	480,288
Utilities	11	537,348	497,159
Administration	11	57,000	57,000
Professional fees	11	14,500	11,500
Communications	11	13,953	13,495
		<u>6,955,117</u>	<u>6,053,295</u>
Surplus of revenue over expenses		\$ <u>945,682</u>	\$ <u>794,235</u>

(See accompanying notes to the financial statements)

THE UNIVERSITY OF BRITISH COLUMBIA
THE NEIGHBOURS' FUND
Statement of Changes in Net Assets
Year ended March 31

	<u>Note</u>	<u>Appropriated Reserves</u>	<u>Unappropriated Reserves</u>	<u>2023 Total</u>	<u>2022 Total</u>
Net assets, beginning of year		\$ 9,509,484	\$ 703,133	\$ 10,212,617	\$ 9,418,382
Excess of revenue over expenses		127,785	817,897	945,682	794,235
Transfers	10	<u>389,745</u>	<u>(389,745)</u>	<u>-</u>	<u>-</u>
Net assets, end of year		<u>\$ 10,027,014</u>	<u>1,131,285</u>	<u>11,158,299</u>	<u>\$ 10,212,617</u>

(See accompanying notes to the financial statements)

THE UNIVERSITY OF BRITISH COLUMBIA
THE NEIGHBOURS' FUND
Statement of Cash Flows
Year ended March 31

	2023	2022
Cash provided from:		
Operating activities		
Excess of revenue over expenses	\$ 945,682	\$ 794,235
Change in:		
Due from the University of British Columbia	(438,698)	(602,375)
Accounts receivable	(221,310)	68,869
Services levies receivable	(304,743)	(250,729)
Accounts payable and accrued liabilities	19,069	(10,000)
	(945,682)	(794,235)
Change in cash	-	-
Cash, beginning of year	-	-
Cash, end of year	\$ -	\$ -

(See accompanying notes to the financial statements)

THE UNIVERSITY OF BRITISH COLUMBIA
THE NEIGHBOURS' FUND
Notes to Financial Statements
Year ended March 31, 2023

1. Nature of Fund

The Neighbours' Fund (the "Fund") is an unincorporated entity within the University of British Columbia ("UBC" or the "University") that collects a Services Levy from leaseholders, together with a portion of a General Municipal Services Levy for rental housing and commercial space, all located at the University within the Neighbourhood Housing Areas. For fiscal year 2023, the Neighbourhood Housing Areas include Acadia East, Chancellor Place, East Campus, Hampton Place, Hawthorn Place, Stadium Road and Wesbrook Place.

Funding for the annual operations of the University Neighbourhoods Association (UNA) is transferred to the UNA from the Fund and managed directly by the UNA (Notes 4 and 10).

2. Significant Accounting Policies

These financial statements have been prepared by management in accordance with Canadian Public Sector Accounting Standards including the 4200 standards for government not-for-profit organizations.

a) Revenue Recognition

Residential service levies, general municipal service levies and funding from the University are recognized as revenue in the year received or receivable if the amount to be received can be reasonably established and collection is reasonably assured.

The Fund follows the deferral method of accounting. Amounts received in the current year that relate to future years are deferred and will be recognized in the year the services are provided.

Residential service levies and general municipal service levies are charged to tenants on a calendar year basis and reported in the financial statements on an accrual basis.

Contributions of services that are used in the operations of the Fund and would have otherwise been purchased are recognized as revenue when the fair value of the services can be reasonably estimated.

The Fund also receives investment interest income which is recorded on an accrual basis.

b) Financial Instruments

Financial instruments are classified into two categories: fair value or amortized cost.

The carrying amount of financial instruments such as accounts receivables and services levies receivables approximate fair value due to their short-term maturities.

The Fund does not have any financial instruments required or elected to be subsequently recorded at fair value, as a result the Statement of Remeasurement Gains and Losses has not been prepared.

THE UNIVERSITY OF BRITISH COLUMBIA
THE NEIGHBOURS' FUND
Notes to Financial Statements
Year ended March 31, 2023

c) Use of Estimates

The preparation of financial statements requires management to make estimates and assumptions that affect reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the year. Significant areas requiring the use of management estimates relate to valuation of accounts receivable, services levies receivable, provisions for accrued liabilities and contingencies. Actual results could differ from those estimates, as additional information becomes available in the future.

3. Due from the University of British Columbia

The University collects and deposits service levies in the University's bank account on behalf of the Fund, and distributes annual operational funding. During the year, interest income of \$127,785 (2022 - \$118,135) was earned on the amounts held in the University's bank account at an average annual rate of 2.51% (2022 – 1.43%).

4. University Neighbourhoods Association (UNA)

The UNA was formed under the Society Act (now BC Societies Act) in May 29, 2002 to promote the development of good neighbourhoods, and to provide, operate and maintain services and facilities on behalf of such residents. The UNA is responsible for providing municipal-like services, such as landscaping and street and road maintenance to the residents. The Fund pays a portion of the services levy collected by the University to the UNA as funding for the UNA's operations. The amount recognized as expenses in the year is the net amount paid to the UNA. The amount paid to the UNA in a year is established based on the UNA budget, which represents the estimated expense for the year.

5. Infrastructure Replacement Reserve

2.4% (2022 - 2.4%) of the services levy is set aside to pay for the cost of repairing or replacing the municipal-like infrastructure required to service the neighbourhoods. This may include the replacement of infrastructure works, such as sidewalks, roads, water lines, storm and sanitary sewers in future years. Once the reserve reaches \$10 million, the Board of Directors of UNA and Board of Governors of UBC will review future funding levels. Interest is calculated monthly using a rate determined by the University (Note 3) based on the reserve balance in the account.

	<u>2023</u>	<u>2022</u>
Balance, beginning of year	\$ 5,440,379	\$ 5,209,953
Transfer from service levy revenue		
through transfer from unappropriated reserves	184,502	159,538
Interest earned during the year	72,733	70,888
	<u>257,235</u>	<u>230,426</u>
Balance, end of year	\$ <u>5,697,614</u>	\$ <u>5,440,379</u>

THE UNIVERSITY OF BRITISH COLUMBIA
THE NEIGHBOURS' FUND
Notes to Financial Statements
Year ended March 31, 2023

6. Capital Reserve

1.2% (2022 - 1.2%) of the services levy is set aside to pay for the cost of repairing and replacing facilities and amenities in the neighbourhoods. Once the reserve reaches \$5 million, the Board of Directors of UNA and Board of Governors of UBC will review future funding levels. Interest is calculated monthly using a rate determined by the University (Note 3) based on the reserve balance in the account.

	<u>2023</u>	<u>2022</u>
Balance, beginning of year	\$ 2,204,711	\$ 2,095,581
Transfer from service levy revenue through transfer from unappropriated reserves	92,251	79,769
Interest earned during the year	<u>29,569</u>	<u>29,361</u>
	<u>121,820</u>	<u>109,130</u>
Balance, end of year	\$ <u>2,326,531</u>	\$ <u>2,204,711</u>

7. Contingency Reserve

1.0% (2022 - 1.0%) of the services levy is set aside to pay for unexpected or unbudgeted repairs and expenses which require immediate action. Interest is calculated monthly using a rate determined by the University (Note 3) based on the reserve balance in the account. The maximum amount of the reserve is \$1 million. Once the maximum is reached, annual contributions are to cease. There were no contributions to the reserve during the years ended March 31, 2023 and March 31, 2022 as the maximum amount was reached. During the year ended March 31, 2023, the UNA Finance Committee passed a motion to withdraw \$23,884 (2022 - \$nil) from the Contingency Reserve to fund repairs at the Wesbrook Community Centre.

	<u>2023</u>	<u>2022</u>
Balance, beginning of year	\$ 1,092,702	\$ 1,077,288
Interest earned during the year	14,820	15,414
Withdrawals	<u>(23,884)</u>	<u>-</u>
	<u>(9,064)</u>	<u>15,414</u>
Balance, end of year	\$ <u>1,083,638</u>	\$ <u>1,092,702</u>

THE UNIVERSITY OF BRITISH COLUMBIA
THE NEIGHBOURS' FUND
Notes to Financial Statements
Year ended March 31, 2023

8. Rate Stabilization Reserve

1.0% (2022 - 1.0%) of the services levy is normally set aside to be used in the event the amount of Services Levy collected by UBC is decreased due to a change in relative ratios between the municipal tax rate of the City of Vancouver levied on residential property as opposed to the provincial/rural service tax levied on residential property. The maximum amount of the reserve is \$2 million. Once the maximum is reached, annual contributions are to cease. Any surpluses from the UNA's annual budget are deposited to this reserve and deficits in unappropriated reserves are funded from this reserve. Interest is calculated monthly using a rate determined by the University (Note 3) based on the reserve balance in the account.

	<u>2023</u>	<u>2022</u>
Balance, beginning of year	\$ 253,683	\$ 185,231
Interest earned during the year	3,053	1,978
Transfer from service levy revenue through transfer from unappropriated reserves	<u>76,876</u>	<u>66,474</u>
	<u>79,929</u>	<u>68,452</u>
Balance, end of year	\$ <u>333,612</u>	\$ <u>253,683</u>

9. Community Field Replacement Reserve

The Community Field Replacement Reserve was established to set aside funds for the replacement of the turf field. The maximum amount of the reserve to be allocated from unappropriated reserves is \$600,000. Interest is calculated monthly using a rate determined by the University (Note 3) based on the reserve balance in the account. During the year ended March 31, 2023, the UNA Finance Committee passed a motion to transfer \$60,000 (2022 - \$180,000) to the Community Field Replacement Reserve from the Fund's unappropriated reserves.

	<u>2023</u>	<u>2022</u>
Balance, beginning of year	\$ 518,009	\$ 332,335
Interest earned during the year	7,609	5,674
Transfer from unappropriated reserves	<u>60,000</u>	<u>180,000</u>
	<u>67,609</u>	<u>185,674</u>
Balance, end of year	\$ <u>585,618</u>	\$ <u>518,009</u>

THE UNIVERSITY OF BRITISH COLUMBIA
THE NEIGHBOURS' FUND
Notes to Financial Statements
Year ended March 31, 2023

10. Unappropriated Reserves

The unappropriated reserves are the accumulated excess of revenues over expenses, if any, net of amounts transferred to (from) the Infrastructure Replacement, Capital, Community Access, Contingency, Rate Stabilization and Community Field Replacement Reserves.

	<u>2023</u>	<u>2022</u>
Balance, beginning of year	\$ 703,133	\$ 517,994
Excess of revenue over expenses	817,897	670,920
Less transfers to (payments from):		
Infrastructure Replacement Reserve	184,502	159,538
Capital Reserve	92,251	79,769
Contingency Reserve	(23,884)	-
Rate Stabilization Reserve	76,876	66,474
Community Field Replacement Reserve	60,000	180,000
	<u>389,745</u>	<u>485,781</u>
Balance, end of year	\$ <u>1,131,285</u>	\$ <u>703,133</u>

11. Related Party

Related party transactions include operational funding provided to the UNA of \$4,110,496(2022 - \$3,617,045).

Related party transactions also include the following payments made to UBC:

	<u>2023</u>	<u>2022</u>
UBC Athletics - use of athletic facilities	\$ 570,000	\$ 480,288
UBC Building Operations - utilities	537,348	497,159
	<u>\$ 1,107,348</u>	<u>\$ 977,447</u>

The University contributed \$85,453 (2022 – \$81,995) to the Fund. This contribution is used to cover administrative costs and other expenses.

THE UNIVERSITY OF BRITISH COLUMBIA
THE NEIGHBOURS' FUND
Notes to Financial Statements
Year ended March 31, 2023

12. Fire protection costs

Fire protection costs relate to amounts paid to the Province for annual fire protection services for the university community.

During the fiscal year, the entire cost of \$1,584,391 (2022 - \$1,313,553) was paid from the unappropriated reserves.

13. Financial Risks and Concentration of Credit Risk

a) Credit risk:

Credit risk refers to the risk that a counterparty may default on its contractual obligations resulting in a financial loss. The Fund is exposed to credit risk with respect to accounts receivable.

The carrying value of amounts receivable is valued with consideration for an allowance for doubtful accounts. The amount of any related impairment loss is recognized in Statement of Operations and is set up based on the Fund's historical experience regarding collections. Subsequent recoveries of impairment losses related to accounts receivable are credited to the Statement of Operations.

The Fund assesses, on a continuous basis, accounts receivable and provides for any amounts that are not collectible in the allowance for doubtful accounts. The maximum exposure to credit risk of the Fund at March 31, 2023 is the carrying value of these accounts receivables.

As at March 31, 2023 \$352,909 (2022 - \$131,599) accounts receivable were past due, but not impaired.

There have been no significant changes to the credit risk exposure in 2023.

b) Liquidity risk:

Liquidity risk is the risk that the Fund will be unable to fulfill its obligations on a timely basis or at a reasonable cost. The Fund manages its liquidity risk by monitoring its operating requirements.

Accounts payable and accrued liabilities are generally due 60 days of receipt of an invoice.

There have been no significant changes to the liquidity risk exposure in 2023.



To: Board of Directors
From: Neighbours Agreement Committee
Date: October 10, 2023
Re: Status of New Neighbours Agreement

Introduction

This is a report on the activities of the Neighbours Agreement Committee (the “**Committee**”) and recent developments in the preparation of the new Neighbours Agreement.

The members of the Committee are Mike Feeley, Bill Holmes (Chair), Murray McCutcheon, and Terry Mullen. Sundance Topham works with the Committee.

The Terms of Reference for the Committee provide that the Committee’s purposes are

- to prepare amendments to Neighbours Agreement 2020 for recommendation to the UNA Board; and
- to meet with UBC representatives to discuss amendments proposed by the Committee or by UBC.

Agreement on amendments reached by the Committee and UBC representatives is not binding on the UNA or UBC. The amended and restated Neighbours Agreement that results from this process will be subject to UNA and UBC Board approval.

Schedule F

Schedule F to the Neighbours Agreement deals, among other things, with the use of UBC recreation facilities by UBC neighbourhood residents, programming provided by UBC for the benefit of residents, and the amounts that UBC is entitled to withdraw from the Neighbours Fund as the contribution of residents towards the operating costs of the facilities.

For many months, the Committee and UBC were unable to agree on one factor in the formula for determining the contribution of residents (via the Neighbours Fund) towards the operating costs of UBC’s recreation facilities. This was the only outstanding substantive item to be resolved. In the interests of bringing this matter to a close, the Committee relented on our position that UBC had to meet us halfway and made a proposal that was accepted by UBC.

On August 26, the Committee sent UBC what we thought was the final version of proposed Schedule F. On October 6, UBC sent us a marked-up copy containing numerous changes, primarily of a drafting nature, proposed by UBC’s in-house legal counsel. Bill Holmes responded to the proposed changes on October 9.

Assuming agreement can be reached soon on the wording of Schedule F, the Committee intends to bring it to the November Board meeting. The Board will be asked to approve the schedule for inclusion in the new Neighbours Agreement and to have the UNA treat the schedule as if it were in force.

Schedule F.1

Proposed Schedule F.1 to the Neighbours Agreement provides residents with free access to certain UBC cultural facilities and discounts in the shops of these facilities, and it specifies the amounts (i.e., residents contributions) that UBC is entitled to withdraw from the Neighbours Fund for providing these benefits. The Committee sent a draft of this schedule to UBC on January 27. UBC made a counterproposal for the contributions, including an inflation adjustment, to which the Committee agreed.

On August 30, the Committee sent UBC what we thought was the final version of proposed Schedule F.1. On October 6, UBC sent us one wording change proposed by their legal counsel. Bill Holmes responded on October 9, explaining why the change is inappropriate.

The Committee intends to bring proposed Schedule F.1 to the November Board meeting. As with proposed Schedule F, the Board will be asked to approve the schedule for inclusion in the new Neighbours Agreement and to have the UNA treat the schedule as if it were in force.

Water and Sewer Infrastructure

The Committee has raised a concern with UBC regarding the use of the Neighbours Levy to fund water and sewer infrastructure repairs and replacement. This appears to be double-charging residents. UBC's water and sewer rates are the same as the rates charged in Vancouver. Vancouver rates fund all costs, including infrastructure repairs and replacement. Thus, water and sewer charges paid to UBC should provide the funding for infrastructure repairs and replacements. The Committee sent a memorandum to UBC regarding this matter on January 25 (with a copy to Board members).

The reason this issue arises in connection with the negotiation of the new Neighbours Agreement is that it involves a reserve in the Neighbours Fund. The new Neighbours Agreement will include a schedule governing contributions to, and withdrawals from, the Neighbours Fund reserves. The reserve in question is the Infrastructure Replacement Reserve. Amounts are contributed to that reserve out of the Neighbours Levy to fund water and sewer infrastructure repairs and replacements, thereby reducing the amount of money available to the UNA.

The Committee met with UBC to discuss this matter on July 7. In advance of a further meeting, UBC sent us their analysis and the PowerPoint presentation for the meeting. The analysis purports to show that UBC loses money providing water and sewer services to residents. The Committee decided to cancel the meeting with UBC and instead meet to consider our response to the material provided by UBC. This meeting should take place in the next week or two.

Other Matters

On November 29, 2022, the Committee met with UBC to discuss the body of the Neighbours Agreement (the portion of the agreement other than the schedules). Several issues were identified for further consideration by UBC, in some instances in conjunction with Sundance Topham. On February 12, the Committee sent a memorandum to UBC listing those issues. We continue to wait for UBC's input.

UNA staff have been working with UBC on the schedules that set out the UNA's responsibilities for landscaping and other matters, and the standards to which the UNA must adhere. This work has not yet reached the Committee.