



## AGENDA

### A. CALL TO ORDER

### B. APPROVAL OF AGENDA

1. **Motion:** THAT the Board approve the September 20, 2022 Agenda as circulated.

### C. APPROVAL OF MINUTES

1. **Motion:** THAT the Board approve the July 19, 2022 Minutes as circulated. 1

### D. DELEGATIONS

1. UNA 2022-23 Campus Vision 2050 Fall Engagement – Joanne Proft, Associate Director, Community Planning, Campus and Community Planning & Madeleine Zammar, Manager, Engagement, Campus and Community Planning 4

### E. EXTERNAL REPORTS & PRESENTATIONS

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

### F. REPORTS

1. Revised Draft 2023-25 UNA Strategic Plan – Allan Neilson, Neilson Strategies 25

**Recommendation:**

THAT the Board approve the 2023-25 UNA Strategic Plan.

2. Management Report – Chief Administrative Officer 32
3. UBCPT – Termination of Municipal Services Management – Chief Administrative Officer 44

**Recommendation:**

THAT the Board authorize the Chair to execute the attached Notice of Termination for the 2012 UNA - UBCPT Contractor Agreement.

4. Landscape Management Plan and Noise Review Update – Operations Manager 64



5. Campus Resident Replacement Option – Communications Manager 79

**Recommendation:**

THAT the Board direct staff to move forward with the creation of a UNA Community Newspaper Policy and the hiring of a new Communications Specialist to support the newspaper and reinvigorate UNA social media channels.

6. UNA Office Space Needs Assessment Implementation – Chief Administrative Officer 88

**Recommendation:**

THAT the Board approve the attached Lease Extension Agreement for a 20-month extension of the UNA Administrative Office lease up to July 31, 2024 and authorize the Chair to execute the agreement.

7. Sublicence Agreement – YMCA Before and After School Program – Operations Manager 96

**Recommendation:**

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

8. Vista Point Childcare Facility Sublicense and Operating Agreement Modification and Second Extension – Operations Manager 121

**Recommendation:**

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

9. Election Signage and the UNA – Chief Administrative Officer 131

10. Finance Committee Update

- a. Fiscal 2022/23 Q1 Financial Result – Finance Manager 144

- b. Neighbourhood Levy & Fire Services Fee for 2022-23 – Finance Manager 152

- c. Finance + Audit Committee Vice-Chair Appointment – Chief Administrative Officer 155

**Recommendation:**

THAT the Board appoint Director Mojdehi as the Vice Chair of the Finance and Audit Committee.



- d. Investing Excess Cash – Finance Manager 161

**Recommendation:**

THAT the Board direct staff to invest \$700,000 excess cash to a 1-year term GIC.

11. Governance & Human Resources Committee

- a. Potential Electronic Voting Public Process – Chief Administrative Officer 164

**Recommendation:**

THAT the GHR Committee be the locus of activity to prepare information (including community consultation and recommendations to the UNA Board) for bringing forth electronic voting into the UNA election cycle, to be considered by the UNA membership at the 2023 AGM.

12. Community Engagement Advisory Committee

- a. Survey Analysis – Director Kang 173

- b. May 25, 2022 Approved Minutes 178

13. Neighbours Agreement Committee – Verbal Update – Director Holmes

**G. UNFINISHED BUSINESS**

None

**H. NEW BUSINESS**

1. 2022.08.19 Letter from Michael White, Associate Vice President, Campus and Community Planning r.e. Campus Vision 2050 182
2. Music in the Community – Verbal Update – Director Holmes
3. School Enrollment Issues – Verbal Update – Director McCutcheon

**I. ADJOURNMENT**

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



## MINUTES

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**PRESENT:**

Richard Watson – Chair  
Eagle Glassheim  
Jane Kang

Murray McCutcheon  
Fei Liu

**UBC OBSERVERS:**

James Heth  
Carole Jolly

**STAFF:**

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

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**A. CALL TO ORDER**

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

The Board Chair acknowledged that the meeting was held online, but regularly met on the unceded traditional territory of the Musqueam people.

**B. APPROVAL OF AGENDA**

**Motion** by Chair:

That the Board approve the July 19, 2022 Meeting Agenda.

**Seconded** by Director Kang.

**Carried.**

**C. APPROVAL OF MINUTES**

**Motion** by Chair:

THAT the Board approve the June 21, 2022 Open Session Minutes.

**Seconded** by Director McCutcheon.

**Carried.**





#### D. DELEGATIONS

None

#### E. EXTERNAL REPORTS AND PRESENTATIONS

1. Campus and Community Planning Report

Carole Jolly, Director of Community Development and Engagement at Campus and Community Planning presented the June 2022 report.

2. UBC RCMP Detachment Update

Sergeant Chuck Lan provided a verbal update to the Board.

3. Electoral Area A Report

The July 2022 report was received by the Board.

#### F. REPORTS

1. UNA Draft Strategic Plan Presentation

Allan Nielson of Nielson Strategies presented the UNA Draft Strategic Plan

2. Finance Committee Update

a. Audited Financial Statements and Report to Board (Draft)

Rob Matty, Partner, Johnsen Archer LLP and Prabh Toor, Manager, Johnsen Archer LLP presented the Audited Financial Statements and the accompanying report to the Board.

**Motion** by Chair:

THAT the Board approve the UNA's financial statements for the year ended March 31, 2022, and that the Chair be authorized to sign the financial statements on behalf of the Board to confirm that approval has been given.

**Seconded** by Director McCutcheon.

**Carried.**

b. Appointing an Auditor for the next AGM

**Motion** by Chair:

THAT the Committee recommend to the Board that a motion approving Johnsen Archer LLP as the UNA's Auditor be placed on the agenda for the 2022 Annual General Meeting.

**Seconded** by Director Kang.

**Carried.**



c. 2022-23 Insurance Renewal Update

The Chief Administrative Officer provided a verbal update to the Board.

3. Management Report

The Management report was received by the Board.

4. First Quarter Work Plan

The First Quarter Work Plan was received for information.

5. Events Schedule and Neighbours Day Update

The Recreation Manager presented the report to the Board.

**G. UNFINISHED BUSINESS**

None

**H. NEW BUSINESS**

1. 2022.07.05 Letter from Michael White, Associate Vice President Campus and Community Planning r.e. University Neighbourhood Childcare Services and Elementary Schools

The letter was received by the Board.

**I. ADJOURNMENT**

The meeting adjourned at 7:39 p.m.

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

**UBC**  
**campus**  
**vision**  
2050



**UNA Board**  
**September 20, 2022**







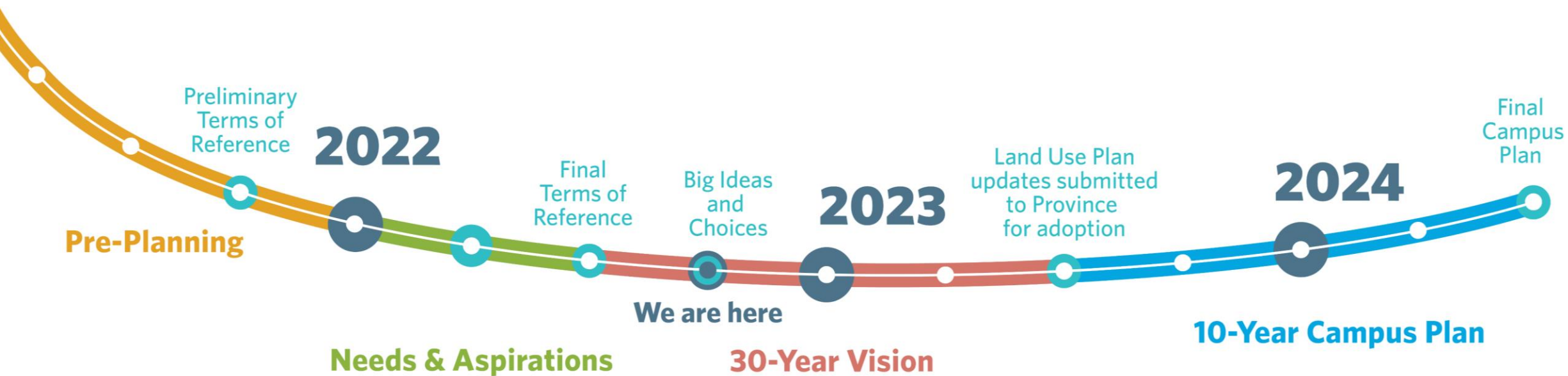
# Agenda

1. CV2050 Timeline and Terms of Reference
2. Preview Fall Engagement
  1. Big Ideas
  2. Choices & Trade-offs for Growth
3. Fall Engagement/Next Steps





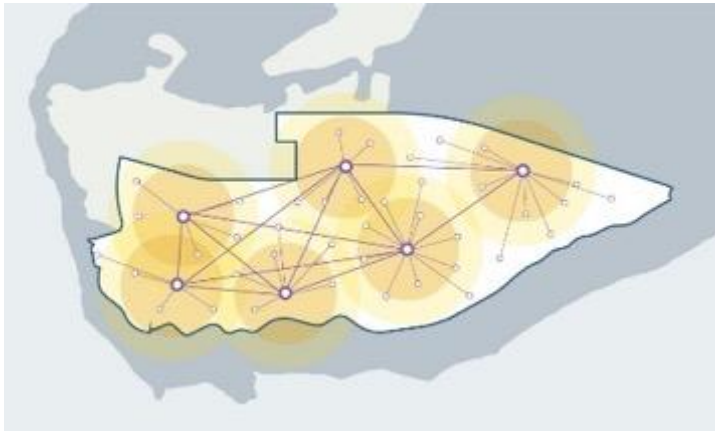
# Campus Vision 2050 Timeline



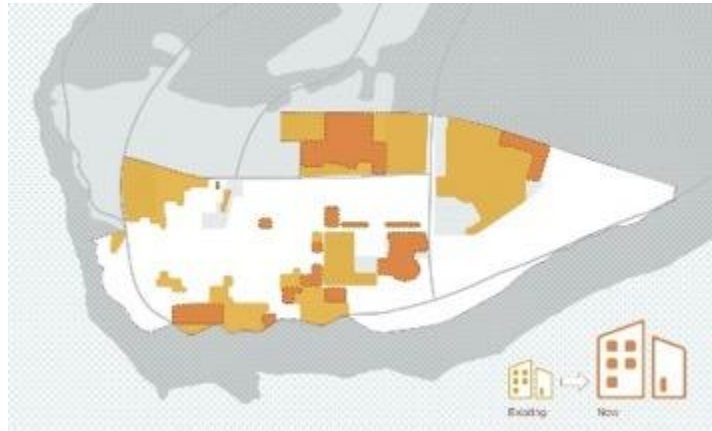
# Terms of Reference

- Bold response to the community's needs, addressing affordability, climate action, reconciliation, the academic mission, inclusion, accessibility and other priorities.
- Ambitious and balanced approach to growth over next 30 years with updates to Land Use Plan every 10 years:
  - **doubling of neighbourhood development (up to 20% above current Land Use Plan allocation)**
  - **flexible target of 20% for academic growth, includes capital priorities out to ~ 10 years and can accommodate a minimum of 3,300 student beds**
- Seven guiding principles, assessment criteria and comprehensive community engagement program, including with host nation through Relationship Agreement.

# Five Big Ideas



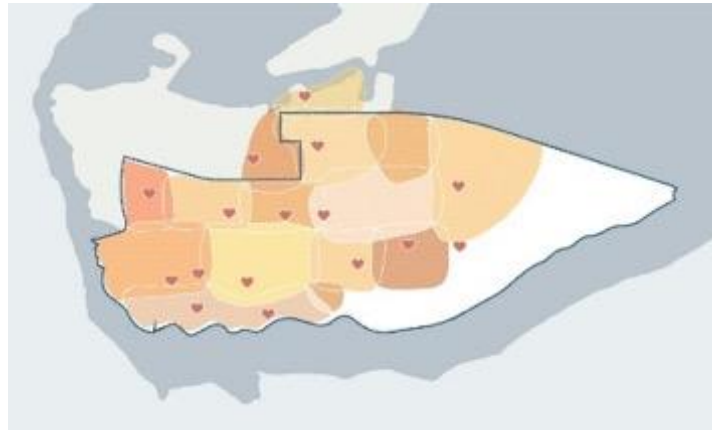
*The Learning City*



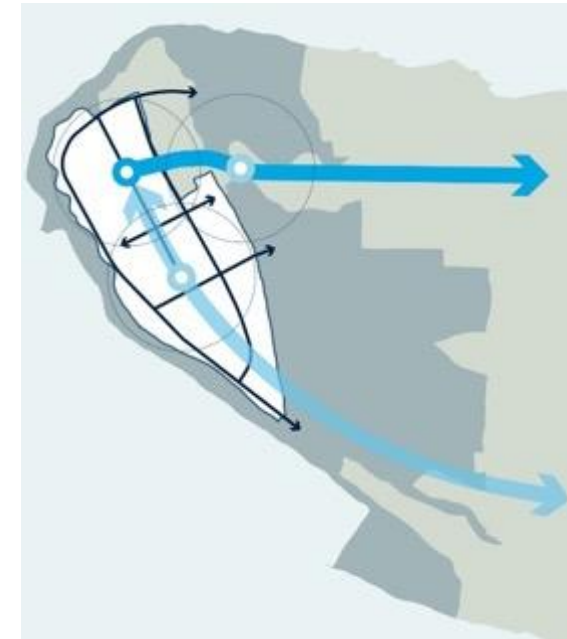
*More Housing and Expanded Affordability for UBC*



*Restorative and Resilient Landscapes*



*A Community of Communities*



*Connected Campus*



# Big Idea One: The Learning City

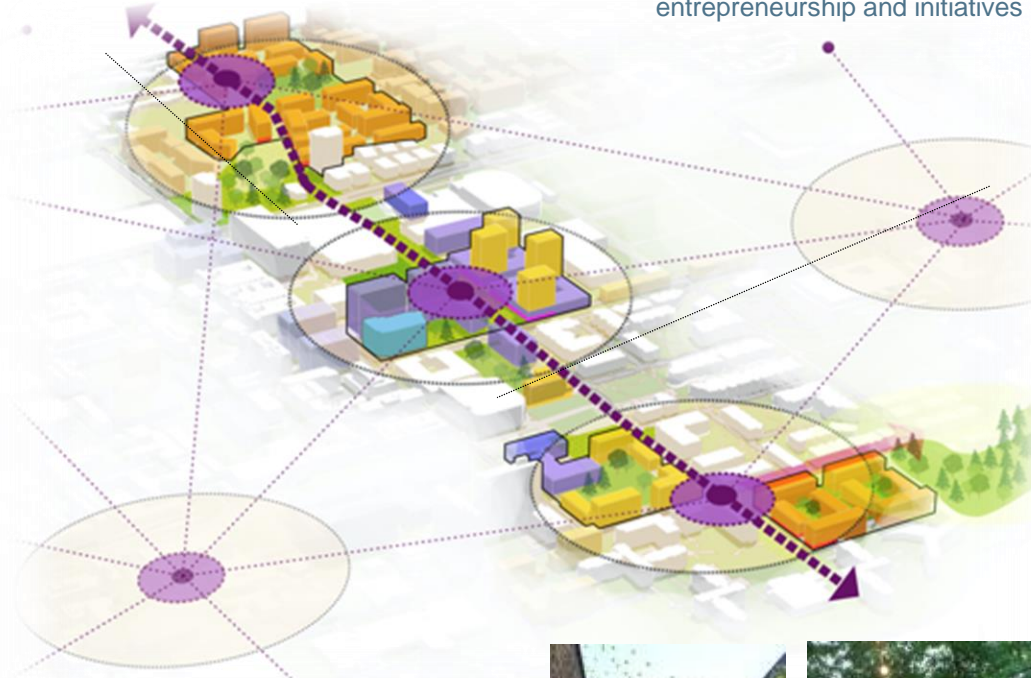


Supporting the growth of industry partnerships and knowledge exchange by expanding the TEF area and developing focused partnership opportunities with faculties across campus



Expanding how UBC uses the “campus as a living lab” to confront climate change and resilience and other regional and global challenges

Concentrating housing, retail, affordable food options, public spaces, and spaces for off-campus community members to activate key campus hubs



Highlighting Indigenous knowledge and practices across the campus



Providing spaces that seed grass roots, community-based entrepreneurship and initiatives



Providing flexible spaces that invite inter-disciplinary collaboration and experiential learning



Applying UBC academic research to enhance UBC's urban forest and ecoservices for the campus community



Developing new kinds of outdoor spaces for education and to bring communities together

# Big Idea Two: More Housing and Expanded Affordability for UBC



Doubling the supply of housing on campus with a broad range of types and tenures



Financing and building at least 3,300 additional student housing beds

## Housing Types

- Student Housing
- Market Leasehold
- Market Rental
- F/S Discounted Rental



Expanding rental housing and affordability programs, including for non-UBC employees



Expanded opportunities for faculty home ownership



Reducing costs of living by providing a choice of what extra features people want (e.g. parking, bike storage, etc.)



Increasing the range of amenities to support affordable living



# HAP 10-Year Review

- The Ten-Year Housing Action Plan review is integrated with Campus Vision 2050.
- UBC's opportunity to deliver on Campus Vision 2050 Big Idea Two: "More Housing and Expanded Affordability for UBC"
- The HAP review evaluates UBC's current policies and programs over three phases:
  1. **Background and Internal Review** (January-September 2022): data; analysis; internal review; consultant needs assessment and evaluation
  2. **Analysis** (October-December 2022): CV2050 financial model; continue public and stakeholder engagement; explore HAP policy/program changes; Board direction.
  3. **Recommendations** (January-March 2023): continue engagement; finalize HAP policy and program changes; draft updated HAP along with CV2050 for March 2023.

# Big Idea Three: Restorative and Resilient Landscapes



Re-envisioning Main Mall as a network of naturalized open spaces with opportunities for teaching, research and innovation and different ways of knowing



Promoting rich aquatic ecologies in green corridors that absorb, clean and transfer rainwater and support active transportation



Buildings that optimize human comfort and low carbon construction and operations, and support ecological resilience (e.g., mass timber construction, green walls and roofs)



Introducing abundant Indigenous plants, traditionally harvested by Musqueam



Enriching campus landscapes with a strong Musqueam welcome and presence integrated into the design, art, architecture and entries.



Working with natural conditions (e.g., watershed, topography, habitat and soil conditions) to shape where new development occurs and where green spaces and corridors are needed



Bringing the surrounding forests into the campus through a green network to support species movement and increase flora and fauna biodiversity



# Big Idea Four: A Community of Communities



Prioritizing accessible features throughout the campus (e.g., grades next to stairs keeping people together)



Co-creating Musqueam-specific spaces and place names



Providing flexible, multi-functioning academic spaces with opportunities for community use



“Me” spaces — where people gather, feel at home, and build individual and community identity



“We” spaces — where multiple UBC communities interact and integrate



Designing culturally diverse, inclusive and intergenerational spaces (e.g., gathering / spiritual / interfaith spaces)





# Big Idea Five: Connected Campus

Integrating a central SkyTrain station, a cycling hub with secure bike parking and planning for a future south campus station



Expanding the network of campus shuttles to help people get around the campus and neighbourhoods and enhance accessibility



Shifting to more sustainable last mile delivery (e.g., cargo bikes, sidewalk robots, etc.) to reduce vehicle volumes on local streets and enable the expansion of pedestrian-only areas



Strategically redeveloping structured parking in the campus core into mixed-use hubs or academic buildings, incorporating new green space and some replacement parking



Planning a network of multi-modal corridors to walk, bike and roll across campus



Strengthening the role of Thunderbird Boulevard as a mixed-use "main street" that connects to the potential SkyTrain station near Acadia Park and Lelem development



Providing visible, accessible parking spaces within close proximity of all buildings with a simplified permit system to accommodate people with mobility challenges



Strengthening the role of East Mall as central 'spine' of campus, connecting key neighbourhood, academic and cultural areas via a new local transit service

# Trade-offs and Choices for Growth

Let's explore two campus land use approaches related to building heights and where future development will occur.

Both scenarios deliver and accommodate the following over the next 30 years:

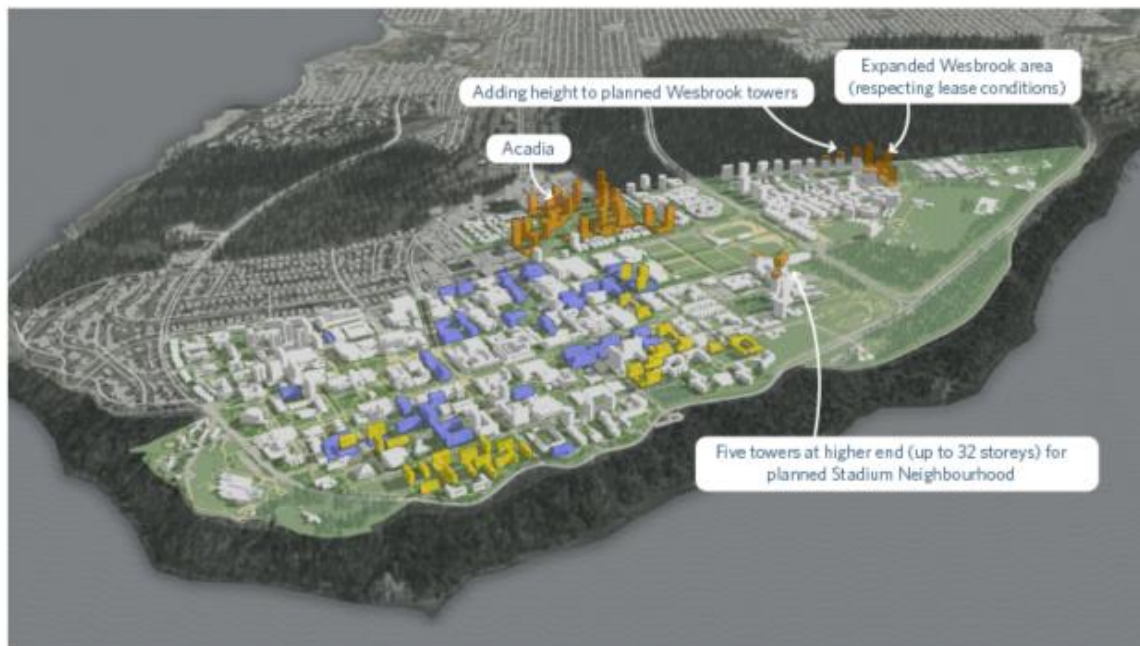
- 20 per cent more academic floor area within the existing portions of the campus that are currently designated for academic use
- Addition of 21,000 neighbourhood residents
- At least 3,300 new student beds
- Retention of existing green academic space
- More retail, commercial and community space and more childcare space to meet the needs of the future population





# Zoom-out: Campus-wide distribution of growth

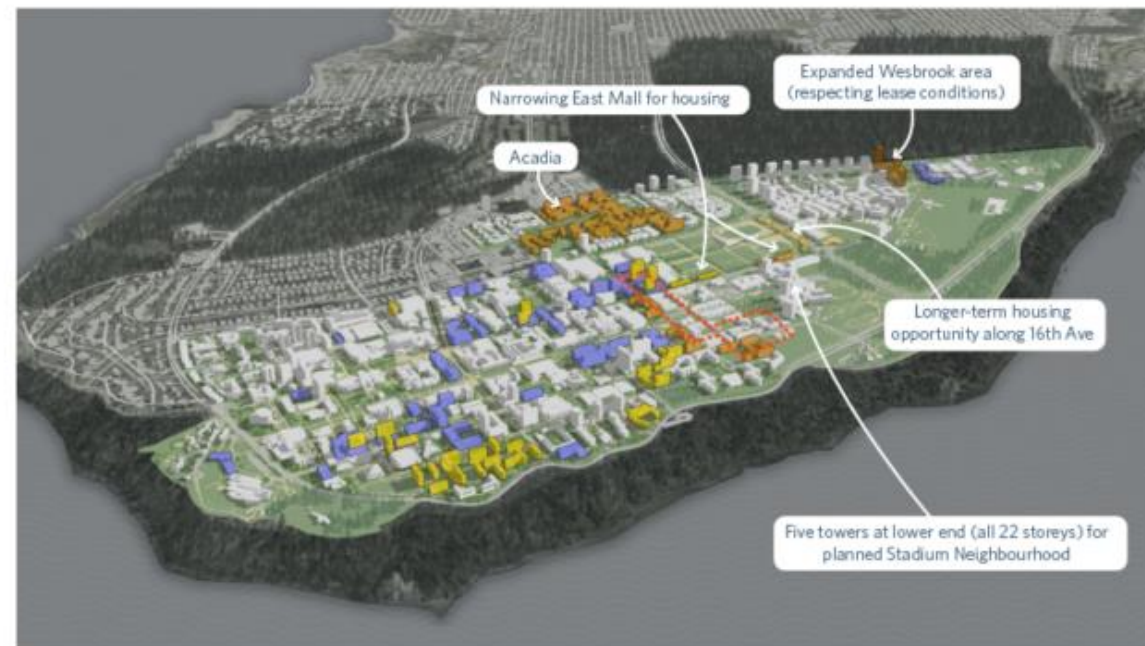
**Scenario A:** Emphasis on taller buildings, concentration of neighbourhood housing and larger, more contiguous open space areas



Building uses by type

Academic Student housing Neighbourhood housing

**Scenario B:** Emphasis on mid-rise buildings and more distribution of housing along corridors



Building uses by type

Academic Student housing Neighbourhood housing Conversion of Academic Land for housing

*\*The final plan will likely be a balance of these two approaches*



# Zoom in to Acadia Neighbourhood: Trade-offs between Building Heights & Open Space

**Scenario A:** Conceptual detail of Acadia – taller buildings, more open space



**Scenario B:** Conceptual detail of Acadia – mid-rise buildings, less open space



# Next Steps

# Fall 2022 Engagement: Sept. 21 – Oct. 14



**Musqueam  
Engagement**



**CV2050 Website:  
Info + Survey**



**Speaker Event**  
*Sept. 21 in-person*



**Workshops**  
*Sept. 21, Oct. 13 in-person*  
*Oct. 3 online*



**Roadshows (x25-30)  
+ Community  
Conversations (x15-20)**



**Open Houses**  
*Sept. 29, Oct. 11 in-person*



**Pop-Ups (x5)**



**Walking tours (x3)**

- Emphasis on EDI and building relationships with historically marginalized and under-represented groups, including through a pilot Community Connectors program where community members will facilitate dialogues
- Includes ongoing targeted engagement with advisory groups and committees including Properties Trust, University Neighbourhoods Association, Deans and faculty heads, student government, etc.



# Planning a Campus for Everyone: Confronting the Affordability Crisis

September 21, 2022 | 4:00 - 5:15pm

*Featured speaker: Dr. Paul Kershaw*



# Upcoming Process

Fall 2022	Engage on Vision and HAP ideas
Winter 2022/2023	Develop and engage on Draft Vision, Draft Land Use Plan, HAP recommendations
Spring 2023	Finalize Draft Vision, necessary amendments to Draft Land Use Plan, and Draft HAP for Board endorsement
	Public Hearing on Draft Land Use Plan
Summer/Fall 2023	Submit recommended Land Use Plan amendment to Province for approval
June 2023 – Dec 2024	10-Year Campus Plan, supporting area plans, guidelines and policies (for Board approval)



**Your Voice Matters!**

**[campusvision2050.ubc.ca](https://campusvision2050.ubc.ca)**



# Thank you!





**Report Date:** September 9, 2022  
**Meeting Date:** September 20, 2022  
**From:** Sundance Topham, Chief Administrative Officer  
**Subject:** Revised Draft 2023-25 UNA Strategic Plan

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### **Background**

Allan Neilson, from Neilson Strategies Inc. will provide the Board with an overview of the revised Draft 2023-25 UNA Strategic Plan.

### **Decision Requested**

THAT the Board approve the 2023-25 UNA Strategic Plan.

### **Discussion**

The UNA Board of Directors and senior management held a Strategic Planning Session facilitated by Allan Neilson on Friday, June 3 and Saturday, June 4.

Allan presented an overview of the draft 2023-25 UNA Strategic Plan in July, and Board members subsequently submitted additional feedback to be incorporated into the draft plan.

The plan has been updated as a result of Board feedback, and Allan will be providing an overview of the revised plan, including walking the Board through the amendments, which have also been highlighted in the attached new draft.

### **Financial Implications**

None

### **Operational Implications**

None

### **Strategic Objective**

The new 2023-25 Strategic Plan will set the strategic objective for the coming years.





**Attachments**

1. Schedule A – Revised Draft 2023-25 UNA Strategic Plan

**Concurrence**

None

Respectfully submitted,

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

Sundance Topham  
Chief Administrative Officer



University Neighbourhoods Association Board of Directors  
2023-2025 Strategic Plan  
September, 2022

## REVISED VERSION FOR REVIEW

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### BACKGROUND

Over dinner on Friday, June 3, 2022, and for the full day on Saturday, June 4, 2022, the University Neighbourhoods Association (UNA) Board of Directors and management team participated in a facilitated Strategic Planning Session. The primary purpose of the session was to determine the strategic priorities and associated goals for the UNA's *2023-2025 Strategic Plan*. The priorities and goals will inform the specific actions to be taken by the organization in the coming years, and will guide the organization's use of resources.

The June planning session provided an opportunity for the Board and management to:

- define the Board's vision for the University Neighbourhoods community and for the UNA organization
- confirm the mission, or central purpose, of the UNA
- identify a set of values to guide the organization in all that it does
- explore and understand the context in which the organization exists — that is, the forces, trends, pressures, challenges and opportunities that, taken together, define the environment in which the organization works
- build a "long list" of potential themes, or strategic priorities, to consider including in the new *Strategic Plan*
- create a final list of strategic priorities on which to focus attention and resources in the coming years
- provide input for use in defining goals under each priority

This document presents the information that is proposed for the *2023-2025 Strategic Plan*. The document was developed by the UNA's consultant based on the discussions at, and conclusions from, the June planning session. An earlier DRAFT of the document was presented to the Board of Directors for review on July 19, 2022. Feedback provided by Directors at the July 19, 2022, Board meeting has been incorporated into this REVISED VERSION for presentation to the Board on September 20, 2022. Once finalized, the document will be formatted by UNA staff and/or the consultant. Directors are encouraged to focus their review of the REVISED VERSION on the content, rather than on matters of design.

2023-2025 STRATEGIC PLAN  
REVISED VERSION FOR REVIEW

UNIVERSITY  
NEIGHBOURHOODS:

The University Neighbourhoods are a vibrant and growing community situated on the University of British Columbia's Point Grey campus. People of all ages and backgrounds call the Neighbourhoods home, attracted to the community by its high quality of life, celebration of diversity, commitment to sustainable living, and positive energy.

UNIVERSITY  
NEIGHBOURHOODS  
ASSOCIATION:

The University Neighbourhoods are governed by the University Neighbourhoods Association (UNA), a unique, elected local governing body that works in close partnership with the University of British Columbia to meet the service needs of the community.

UNA VALUES:

In all that it does, the UNA is guided by a set of core values:

- > *Service-Oriented* — The UNA anticipates and responds to the needs of the community.
- > *Engaging* — The UNA seeks ways to engage all groups in the community, working to eliminate language, access, technological and other barriers in order to promote and facilitate connection.
- > *Committed to Reconciliation* — As an integral part of the UBC Point Grey Community, the UNA recognizes the importance of reconciliation with the Musqueam people on whose traditional territory the University Neighbourhoods are situated.
- > *Responsible* — In its decision-making, service provision, use of resources and interactions with the community, the UNA recognizes its responsibility to honour and respect all cultures, accommodate a diversity of social groups and individuals, protect the natural environment, and work within financial limits.
- > *Open and Transparent* — The UNA welcomes new ideas from residents, stakeholders and partners. The organization is committed to the principle of transparency in its decision-making, spending and operations.

UNA PRIORITIES &  
GOALS:

GOVERNANCE

Strategic Priority

Strengthen the UNA's role as the democratic local governing 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 Association.
  - > 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.
  - > Work to strengthen local democracy by engaging residents on the importance of UNA membership, encouraging residents to become members, and helping residents to overcome challenges to voting and participating in civic affairs.

## ADVOCACY

### Strategic Priority

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.

- Goals**
- > Develop well-researched and -articulated positions on matters of community development for presentation to UBC as part of the *Campus Vision 2050* planning process.
  - > 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.

## ENVIRONMENTAL SUSTAINABILITY

### Strategic Priority

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

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

## CREATING CONNECTION

### Strategic Priority

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

## ORGANIZATIONAL CAPACITY

### Strategic Priority

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.

## Goals

- > Develop programs, incentives and other initiatives aimed at enhancing the UNA's ability to attract qualified staff in a tightening labour market.
- > 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.
- > Create and implement metrics to measure the organization's performance in delivering services and acting on the UNA's strategic priorities.



**Report Date:** September 12, 2022  
**Meeting Date:** September 20, 2022  
**From:** Sundance Topham, Chief Administrative Officer  
**Subject:** August + September Management Update

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## **Background**

The August + September 2022 Management Update is presented for information.

## **Decision Requested**

For information

## **Discussion**

### **CHIEF ADMINISTRATIVE OFFICER**

The summer was spent preparing for numerous fall initiatives, including landscaping transition planning, and the Annual General Meeting (AGM). Time was also spent assisting with human resources items and digging into a variety of governance related items, including a more fulsome review of historic UNA policies.

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

### ***Board Relations***

- Attended Committee meetings and supported Board initiatives, including ongoing work for the Joint Financial Task Force and the Neighbours Agreement Committee.
- Assisted with planning work for the 2022 UNA AGM.

### ***COVID-19 Support***

- Ongoing monitoring of UNA COVID 19 processes.

### ***Operations***

- Ongoing work with UBC officials and external consultants on the background work required for the review of the reserve policies.
- Ongoing work to advance the proposed UNA-UBC Community Works Funds projects to the next stage. The agreement between UBC and Metro Vancouver for the funding of the Electric Vehicle (EV) Charging Stations Project, Solid Waste Receptacle Replacement Project and Acadia Neighbourhood Active Transportation

Improvement Projects has been finalized, and UNA staff are currently working with UBC staff on next steps for the UNA projects.

### ***Finance***

- Assisted with preliminary budget planning work – including planning for a reserve for internal UNA capital assets and the creation of a 5-year capital budget.

### ***Risk Management***

- Assisted the Operations Manager in finalizing the annual UNA insurance.

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

- Records Management work - Continue to assist with the implementation of the Records Classification and Retention System. All the current files have been transferred over to the new structure. Next steps will include investigating a transition to a cloud-based storage. This work will take place once the new IT Specialist has been hired.
- Continue to work with UBC and UBC Properties Trust (UBCPT) in relation to the transition of municipal services administrative responsibilities from UBCPT to UNA. More information is contained within a stand-alone report on this Agenda.
- Assisted the Recreation Manager with the creation of a Request for Proposals for a Recreation + Culture Programming Review.
- Began to work with UBC on the investigation of the UNA assisting in an application for funding for childcare spaces in the UNA neighbourhoods.
- Met with officials from Safety and Risk Services to discuss Emergency Management Planning in the UNA neighbourhoods. UBC officials have come up with a short-term engagement plan that speaks to how they plan to liaise with the UNA on Emergency Planning. The plan includes items such as providing educational resources, providing training, volunteer outreach and mass care planning + support assessment.
- Attended the quarterly UBC and UBCPT staff meeting.

### ***Human Resources***

- Assisted with the ongoing hiring processes for the new IT Specialist and Operations and Facilities Coordinator positions. The Operations and Facilities Coordinator has started, and we're still recruiting for the IT Specialist position.
- Assisted with the annual renewal of the UNA Employee Benefits.



### ***Community Relations***

- Met with Hampton Stratas to discuss items of importance to their neighbourhood. Discussions took place regarding trees and boulevard maintenance, electrical grid, road conditions, utility maintenance and Campus Vision 2050.
- Attended the UBC Transportation Coordination Committee meeting.
- Attended the September UBC Campus Vision 2050 Community Advisory Committee meeting.

### **OPERATIONS**

#### ***New Hire – Gal Kaufman – Operations and Facilities Coordinator***

Please extend a warm welcome to our newest team member Gal Kaufman - UNA Operations and Facilities Coordinator.

Gal has extensive experience in managing complex projects and project implementation in his previous role working under the Office of Prime Minister's Office of Israel. Gal has also recently completed a master's degree of Landscape Architecture and a master's degree of Geomatics for Environment Management.

Gal will play an important role in the day-to-day operations of our facilities, he will be the main point of contact for the delivery of our municipal like services (landscape, sidewalk maintenance and snow removal). Gal will also provide support in regulatory rule enforcement (UNA noise Bylaw and UNA parking operations), as well as GIS development of the Landscape Management Plan.

Gal is working in UNA Main Office, we are excited to have him onboard and looking forward working with him.

#### ***Mundell Park Waterway Repair***

UBC Properties Trust (UBCPT) has advised that the whole Mundell Park Waterway was inspected in mid-August and they have identified the areas of concern. As for next steps, UBCPT will setup and schedule repair work for the mechanical system in the next few weeks. As for the waterway leak repair, due to most trades being booked up and as we are about to enter the fall rainy season, UBCPT advised that they will push the waterway repair work to the spring 2023.

The UNA office received a number of complaints regarding stagnant water in the waterway and channel. The UNA reached out to UBCPT and the stagnant water situation has been resolved.

### ***Wesbrook Mall Uneven Paving Stones Repair***

There is a quick update regarding the Wesbrook Mall Pavers issue near the Wesbrook Place Commercial Core area. UBCPT will arrange a contractor to lift and backfill the problematic areas near the Wesbrook Mall crosswalk, work is expected to take place in late September/October 2022.

UBC and UBCPT are currently reviewing options for a permanent fix for Wesbrook Mall paving stones issue. As it is still at the very early in the process, there is no set schedule for the project. We will provide more updates as information comes available.

### ***Community Yard Sale***

The Community Yard Sale took place on Saturday, August 20, in the Wesbrook Community Centre gym. There were 30 vendors and over 400 people visited the sale. We received great feedback from residents and hope to host another sale in late spring or early summer in 2023.

### ***Sustainability Sessions***

The monthly Sustainability Sessions are continuing in the fall. The next session, on October 20, is about Neighbourhood-level Climate Action. This virtual lunch & learn will feature local experts Cheryl Ng (UBC CALP's Cool 'Hood Champs program) and Jim Boothroyd (Project Green Bloc) as they share their learnings and best practices on activating neighbours to take on climate action together.

### ***Green Depot***

The Green Depot is open six days a week with the help of our Green Depot Attendant, Mei-Chen, and a team of volunteers. Many of our summer volunteers are staying on through the fall, and we have also recruited several new volunteers to expand weekend service.

We have recently learned from our clothing and textiles partner that they will no longer accept torn or worn-out textiles. This is a problem throughout the region. We are looking for a service that will pick up these textiles so that they stay out of the landfill.

## **FINANCE**

### **Highlights of major activities:**

- Wrapping up audit for fiscal 2021/22
- Joint Financial Task Force (JFTF)
- Neighbourhood Levy and Fire Service Fee for 2022



**Details:**

***Wrapping Up Audit:***

The Board approved the audited financial statements for fiscal 2021/22 in July and a copy has been shared with UBC as per the requirements of the Neighbours' agreement.

***Joint Financial Task Force (JFTF):***

The Reserve Study project team met again in the summer months and a high-level cost schedule has been drafted. The schedule still needs to be further reviewed and finetuned and the next steps for the consultant include the creation of a major item priority list and the creation of funding scenarios.

***Neighbourhood Levy and Fire Service Fee for 2022***

UBC Finance has provided the actual Neighbourhood Levy and Fire Services Fee for 2022 to the UNA. Both amounts were higher than the original projected total. The net impact is approximately \$49K unfavourable. More details are contained within a separate report under the Finance Committee Update.

**COMMUNICATIONS**

***Annual General Meeting (AGM) Planning***

The Communications Team has assembled a core AGM team that is working towards organizing the AGM on September 28. Work includes creation of the annual report, event script, slide decks, writing reports, communicating with UNA members, assembling a registration desk team and other event logistics. AGM notices were distributed to UNA members on August 30, 2022.

***Neighbours Day Promotions and Support***

Communications worked to support the Neighbours Day through promotions and creation of communications materials including, custom event branding, custom graphics, maps, a website landing page, posters, flyers, pins, event booklets, signage, branded tents and event banners.

***Fall Program Promotional Materials***

The Communications Team worked to produce dozens of promotional materials for 2022 Fall programs including posters, flyers, social media posts, brochures, post cards and rack cards. We also created website landing pages, news posts and event posts.

***2023 Program Guide Covers***

We have conceptualized and developed a fresh set of Program Guide covers for 2023. The 2023 covers are inspired by wildlife and plants that are native to our local area. We

wanted to keep the artwork wholesome and fun and still keep it seasonal by using associated colour themes.

### ***Launching the New Community Newsletter Design***

The UNA Community Newsletter design was launched on August 19. The new design features a new sectioned layout, easy-access navigation on the top menu, an overall stronger UNA branding and a responsive layout that adapts to mobile devices. Articles are divided into three sections: featured news, programs and events.

### ***Staffing Changes***

The department said goodbye to Communications Specialist Brandon Perrett last month after nearly six years with the organization. Brandon started working at the UNA as Front Desk staff and then transitioned to a Marketing and Communications Coordinator role and finally to Communications Specialist. He led our team in the transition from our old website to the new with integrated API capabilities and online services. We are thankful for his contributions to the UNA and are excited to see him succeed in his future endeavours. Brandon's last day was on August 10.

### ***Communications Specialist Recruitment***

The UNA started recruiting a new Communications Specialist in mid-August. As of the writing of this report, we have shortlisted a few candidates.

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

The Communications Manager supported the work of the CEAC for their booth at Neighbours Day.

### ***Other Items***

- Support for Sustainability Department (signage and website)
- Support for Front Desk team (signage and materials restocks)
- Photography for summer camps and new fitness centre programs

## **RECREATION**

July and August saw Recreation operating above pre-pandemic levels, with a renewed focus and direction the staff of the Wesbrook and Old Barn Community Centres surpassed previous standards set in community interaction, program registration, incoming revenue, and community impact. From Canada Day to Neighbours Day the recreation team, put community impact as it's number one priority.

Notes:

- Canada Day – Large community participation, focus on heritage and Canadian immigration, celebrating who we are, where we came from and what it means to be Canadian today.
- Summer Camps – 39 Camps – previous high was 18
- 395 participating campers – 50% growth
- 23 Youth Summer Camp Volunteers
- 19 Strategic partner camps

Summer camps provide great experience to children and remain an important service to families.

UNA Community gets ACTIVE. For the first time since pre-pandemic Wesbrook and Old Barn Community Fitness Centres upgraded equipment, provided value to its members, and introduced “New” fitness programs.

- Spin classes
- Cross-fit
- Bootcamp, and
- Personal training
- Yoga & Pilates
- Aquafit & Osteofit

All of these new programs consisting of 70 classes have proven successful. Many of the classes were offered for FREE over the summer to build a base around the programs, and to provide a non-committed introduction to our fitness department.

Fall program planning, and guide production,

- Delivered on time for production and arrived with time to market, and a plan in getting the guides in the hands of the community
- Improvements were made to improve the efficiency of collaboration within the team as well as with the Communication Department.
- The 70-paged guide presents over 200 programs offered to the community this Fall, including,
  - 70 new classes,
  - 11 community events,
  - New community map.

## Front Desk Update

### Hours of Operation

WCC & OBCC changed its hours of operation starting September 1, 2022 to better meet the needs of a dynamically growing population base.

- WCC facility closing time is now extended to **10pm** on Fridays and to **9pm** on weekends.
- The Old Barn facility now opens 1 hour earlier, **7pm** and closes one hour later, **8pm**
- Holiday hours for both WCC and OBCC have been extended from 10am to 5pm.

These changes reflect the demands on space as expressed by the UNA Population.

### Bookings

- 6 external bookings at WCC
- Two birthday parties

### ZenDesk

	<b>Tickets Created</b>	<b>Tickets Solved</b>	<b>Average Response Time</b>
Communications	1	0	24 hours
Management	0	0	< 24hours
Operations	10	5	24-36 hours
Reception	0	0	< 24 hours
Recreation	36	36	< 24 hours
Support	231	231	< 24 hours
<b>Total</b>	<b>278</b>	<b>273</b>	

### **Programming Update**

The registration for Fall programs opened on August 15 and the programs have started from Sept 12, 2022. Over 50 new programs are offered, and the enrollments have been strong.

Category	Total Enrollment
Physical Activity	6249
Arts	315
Music Lessons	78
Education	239
Camps	23
Drop-In	21
Events	128
Social	202
Grand Total	1675

(Report as of Sept 13, 2022)

## Youth Programs

Drop-in program numbers for the summer season

- Youth Social Drop-in (Wednesdays) – 88 participants
- Dodgeball Drop-in (Mondays) - 74 Participants
- Gardening Group (Thursdays) - 20 Participants
- Acadia Drop –in (Thursdays) - 86 Participants

## Youth Leadership Projects (2)

- Clothing Swap
- Pride Picnic.
  - The youth leaders for this event wrote and received a utown grant that bought food and gave an honorarium to a local artist.
  - Feedback from Grant organizers: *"We got a lot of help from the UNA community center at Wesbrook so I highly request that if anyone wants to implement a project, go ask the UNA if they can help support your ideas!"*
- Youth Leader Rosie Wu applied and received \$500 from the Utown Grant. This grant will go to supporting the UNA Youth Orchestra

## Health & Fitness Update

The Fitness Centres users were active and nearly 3000 visits were recorded each month in July and August.

### WBCC Fitness Centre Memberships (July 2022)

Pass	Youth	Resident	No discount	Total \$
10 Punch Pass	\$609.60	\$1,571.46	\$1,028.52	<b>\$3,209.58</b>
1 Month Pass	\$1,143.00	\$2,523.86	\$799.96	<b>\$4,466.82</b>
3 Month Pass	\$209.52	\$2,400.09	\$428.58	<b>\$3,038.19</b>
6 month Pass	\$0.00	\$1,466.64	\$0.00	<b>\$1,466.64</b>
Year Pass	\$0.00	\$1,523.80	\$0.00	<b>\$1,523.80</b>
Totals:	\$1,962.12	\$9,485.85	\$2,257.06	<b>\$13,705.03</b>

### Recent & Upcoming Changes to the Fitness Centre's

- In addition to Fitness classes will be held at WCC Fitness Centre starting the week of September 12, 2022.
- There will be classes such as HIIT, 'bootcamp' style classes, and circuit training.



- Lots of classes will be offered for UNA residents, Staff and Faculty to the University and university students before early morning classes start, during lunch, and before dinner time.
- Drop-ins are welcomed & each class will be adaptable for all levels.

The goal is to create a stress-free environment for everyone who wants to enjoy fitness and learn more about physical activity.

#### New Items + Plans

- New neoprene DB rack for the Pilates classes & seniors' classes such as Osteofit. This will stay in the dance studio, as most of the fitness classes that will use them will happen in that studio.
- A new bench press will arrive to the WCC Fitness Centre the week of September 20th.
- New bumper plates (Noise Reduction), trees, DB's, and dumbbell racks can now be used at WCC Fitness Centre.

### Events

#### Seniors Summer BBQ and Games

The event was successfully delivered on August 6 at Wesbrook Community Centre with the joint efforts of UNA staff and 26 volunteers (11 adults and 15 youth). Over 80 seniors from the community attended the event. It was a good chance for the seniors in our community to get together socially, preview what programs are offered in the Fall, and discover ways to stay connected and involved in our community. UNA Board Chair Richard Watson welcomed the seniors at the event. Campus Vision 2050 also presented at the event.

#### Neighbours Day

With the plan to make Neighbours Day the UNA signature event, Neighbours Day 2022 went off with a bang. Featuring a Community Zone, filled with our partners and local community resources, to our Entertainment Zone with non-stop performances covering all ages and demographics and Art Zone, where we focussed on culture and community spirit. We received rave reviews on our Food Zone, represented by the Wesbrook Snack Shack, Mac & Cheese, Vegan and Greek local food trucks. Our biggest hit of the day was the Fun Zone, which featured bubble soccer, bouncy castles, inflatable obstacle course and youth, family and seniors' games. The Fun Zone was forced to open 30 minutes early due to lineups and handed out over 4000 wrist bands!

This event would not have been possible if not for **Josie Chow**, Programming Supervisor. Her dedication, time and passion produced an event of significant impact for the community.





## Upcoming Events

### Music in the Park

- Sept 22, 5:00 PM – 7:30 PM,
- Jim Taylor Park
- Lineup: Beatrice Doll, Shamir Virgo, UBC Jazz Club

## Human Resources

Recreation saw the departure of Kevin York, 5-year Front Desk Supervisor and Karen Martin from the Front Desk Team.

The Front Desk Supervisor position is under review and a new posting will be coming out in the coming weeks.

In addition, the Recreation Team welcomed five new staff members for the Fall:

- **Adepa Anyang** to the Front Desk Team
- **Hanif Teja** New Fitness Centre Lead position.
- **Dominic Wilson** to Fitness Centre
- **Wania Khan** as the Safe and Connected Community Program Assistant.

## Financial Implications

None

## Operational Implications

None

## Strategic Objective

None

## Attachments

None

## Concurrence

1. Dave Gillis, Recreation Manager



UNIVERSITY  
NEIGHBOURHOODS  
ASSOCIATION

**UNA BOARD MEETING  
OPEN SESSION**

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', written over a horizontal line.

Sundance Topham  
Chief Administrative Officer



**Report Date:** September 8, 2022  
**Meeting Date:** September 20, 2022  
**From:** Sundance Topham, Chief Administrative Officer  
**Subject:** UBCPT – Termination of Municipal Services Management

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## Background

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

UBCPT has determined that they no longer wish to be responsible for the management of the municipal services responsibilities, and as per the terms of the Agreement have submitted a formal notice of termination to take effect as of March 31, 2023.

Staff are working closely with both UBCPT and UBC in the transition of the management responsibilities to the UNA.

## Decision Requested

THAT the Board authorize the Chair to execute the attached Notice of Termination for the 2012 UNA - UBCPT Contractor Agreement.

## Discussion

The management of certain of the UNA's obligations for the provision of municipal services described in Neighbours Agreement 2020 (NA2020) is currently performed under contract by UBCPT. The UNA pays \$60,000 per year for this service, which includes UBCPT managing the infrastructure maintenance tasks outlined in Tables 3-6 in Schedule D of NA2020, as well as entering into agreements with Third Parties for the provision of any component of the municipal services.

UBCPT has decided they no longer wish to manage these services and have provided the UNA with a formal Notice of Termination indicating that the agreement will not be renewed when it expires on March 31, 2023.

As the Board is aware, the current operating procedures and responsibilities contained within the schedules of NA2020 are out of date. The current items noted in in Tables 3-6 in Schedule D of NA2020 include items such as streetlighting, roadways, parks (including public space landscaping), and other services (including water features and signage), but the UNA responsibilities, as defined in Schedule B, only apply to the Chancellor, Hawthorn and Hampton neighbourhoods. Despite this fact, the UNA, through UBCPT, has been overseeing the municipal services in all the neighbourhoods, including Wesbrook Place.

The transfer of municipal services management, which is coinciding with the NA2020 update, will allow the UNA to clearly define the scope of services, as well as tasks and standards moving forward – including formalizing any associated financial credits and support from UBC and UBCPT.

In preparation for the transfer of responsibilities, and considering the tie-in with the NA2020 update process, the UNA has been working closely with both UBCPT and UBC to ensure that handover of management responsibilities goes smoothly.

UBC has provided a letter confirming their commitment to working with the UNA on the transfer of responsibilities, including documenting current service standards, updating NA2020 to clarify standards and areas for service delivery, continuing existing service agreements, determining a process to meet the UNA's needs for a neighbourhood works yard, and co-developing a funding approach that meets both UNA and UBC interests.

Since the majority of the municipal services work managed by UBCPT is currently performed by third parties through contracted service agreements, reviewing these agreements and confirming continuity of service is an important part of the work taking place. The transition of financial administration responsibilities to the UNA is also a big shift, as the processing of accounts payable will increase significantly moving forward.

A high-level rundown of steps currently underway or to take place before the transition of responsibilities are as follows:

- Confirm existing financials with UBC + UBCPT, including any cost sharing and credits.
- NA2020 agreement modifications (prior to taking over responsibility – including standards derived from Landscape Management Plan).
- New UNA contract template for municipal services contractors.
- Meet with existing contractors (including UBC Utilities).
- Review and confirm contractor availability. Prepare for procurement process if required.
- Receive contractor quotes for 2023/24 fiscal.
- Utility transfers (if required) – water + hydro.
- Workload assessment + hiring plan for finance department to reflect new responsibilities.
- Input of any new operating costs into 2022-23 budget.

Within these steps are a myriad of other smaller administrative details to be undertaken by staff in preparation for the transfer. The Board will be kept apprised of the process as it unfolds.

### **Financial Implications**

The UNA currently pays \$80,000 per year to UBCPT for providing the management services, and UBCPT provides UNA with a \$20,000 annual credit – which is applied to the invoices, resulting in an annual cost of \$60,000 for the management services. The UNA will no longer be responsible for this cost moving forward.

An analysis of the transition on the staffing needs of the UNA, especially in relation to the Finance Department, is ongoing, and any additional resources required as a result of the transfer of responsibilities will be brought forward during the annual budgeting process.

In terms of the cost of providing the municipal services, and the continuation of any UBCPT and UBC credits for landscaping/municipal service provision, discussions with UBC officials, and the attached letter from Campus and Community Planning, have indicated that these will continue in a manner that will maintain both a high level of service and continued financial sustainability.

### **Operational Implications**

The transfer of responsibilities has required extensive input from the Operations, Finance and Administrative Departments. The new Operations and Facilities Coordinator will be able to play a support role in the resulting new work that will arise, and an analysis of the effect on the Finance Department is ongoing.

### **Strategic Objective**

Operational Capacity

### **Attachments**

1. Schedule A – UBCPT Notice of Termination
2. Schedule B – 2022.07.25 letter from Michael White, Associate Vice President, Campus + Community Planning r.e. Neighbourhood Services Management Transition
3. Schedule C – 2012 UNA - UBCPT Contractor Agreement

### **Concurrence**

1. Wegland Sit, Operations Manager





UNIVERSITY  
NEIGHBOURHOODS  
ASSOCIATION

**UNA BOARD MEETING  
OPEN SESSION**

2. Athena Koon, Finance Manager

Respectfully submitted,

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

Sundance Topham  
Chief Administrative Officer



## NOTICE OF TERMINATION

TO: UNIVERSITY NEIGHBOURHOODS ASSOCIATION (“UNA”)

RE: Contractor Agreement dated April 1, 2011 as amended by a Contractor Agreement Modification made with effect as of the 21<sup>st</sup> day of December, 2021 (as the same may be further amended from time to time, collectively, the “**Contractor Agreement**”) with respect to certain services supplied by UBC PROPERTIES INVESTMENTS LTD. as trustee for the UBC Properties Trust (the “**Service Provider**”) as Service Provider to UNA.

1. The Service Provider hereby provides written notice to UNA that pursuant to section 5.2 of the Contractor Agreement, the Service Provider does not wish to renew the Contractor Agreement and that the Contractor Agreement is terminated effective March 31, 2023.
2. All capitalized words not specifically defined herein shall have the meanings given to them in the Contractor Agreement.

This Notice may be executed and delivered by the Services Provider by fax, pdf or other electronic means and if so executed and delivered this Notice will be for all purposes as effective as if the Services Provider had executed and delivered an originally signed Notice.

Executed by the Services Provider this 15 day of June, 2022

**UBC PROPERTIES INVESTMENTS  
LTD. as trustee for UBC PROPERTIES  
TRUST**

By: 

\_\_\_\_\_  
Authorized Signatory

Received by UNIVERSITY NEIGHBOURHOODS ASSOCIATION  
on this \_\_\_\_ day of June, 2022.

**UNIVERSITY NEIGHBOURHOODS  
ASSOCIATION**

By: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signatory



July 25, 2022

Sundance Topham  
Chief Administrative Officer  
University Neighbourhoods Association  
#202-5923 Berton Ave.  
Vancouver, BC V6S 0B3

Sent via email: [Sundance.topham@myuna.ca](mailto:Sundance.topham@myuna.ca)

Subject: Neighbourhood Services Management Transition

Dear Sundance:

Thank you for your collaboration on the process to transition the delivery of neighbourhood services, including landscape maintenance, from UBC Properties Trust to the UNA. I am writing to reiterate UBC's commitment to continue to work with the UNA on ensuring a successful transition process.

This includes continued collaboration to document current service standards, update the Neighbours' Agreement to clarify standards and areas for service delivery, continue existing service agreements, determine a process to meet the UNA's needs for a neighbourhood works yard, and co-develop a funding approach that meets both UNA and UBC interests.

Reflecting the UNA and UBC partnership over the past decade, UBC is excited about this opportunity to work with you on growing the UNA's role and management of neighbourhood service delivery. I understand UBC Properties Trust has notified the UNA that this transition is intended to take place for the 2023/24 fiscal year. UBC is committed to supporting a successful transition process over the coming months to make this possible.

If you have any questions about the transition process, please contact Carole Jolly, Director, Community Development, Campus and Community Planning ([carole.jolly@ubc.ca](mailto:carole.jolly@ubc.ca)).

Yours Truly,

Michael White  
Associate Vice President  
Campus and Community Planning  
Email: [michael.white@ubc.ca](mailto:michael.white@ubc.ca) | Web: [www.planning.ubc.ca](http://www.planning.ubc.ca)

**THIS CONTRACTOR AGREEMENT**

**BETWEEN:**

**UNIVERSITY NEIGHBOURHOODS ASSOCIATION**

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

**AND:**

**UBC PROPERTIES INVESTMENTS LTD.,**

as trustee for UBC Properties Trust

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

**COPY**

**WHEREAS**

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

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

## 1 INTERPRETATION

### 1.1 Definitions

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

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

### 1.2 Law and Jurisdiction

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



1.3 Entire Agreement

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

1.4 Modifications

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

1.5 Headings

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

1.6 Severability

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

1.7 No Waiver

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

1.8 Calculation of Time

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

2 **SERVICES**

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

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

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

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

2.5 Service Provider agrees that the UNA may decide to have another person provide certain or all of the municipal services ("Excluded Services"), in which event:

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

### 3 PAYMENT

3.1 The UNA agrees to pay to the Service Provider on the first day of each month:

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

### 4 EXPENSES

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

### 5 TERM

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

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

## **6 TERMINATION**

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

## **7 INDEPENDENT CONTRACTOR**

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

## **8 PAYMENT OF WAGES**

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



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

**9 WORKERS' COMPENSATION**

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

**10 LEVIES**

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

**11 COMPLIANCE WITH LAWS**

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

**12 INSURANCE**

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

**13 INDEMNIFICATION**

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

**14 ASSIGNMENT**

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

**15 NOTICES**

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

16 COUNTERPARTS

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

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

UNIVERSITY NEIGHBOURHOODS

ASSOCIATION by its authorized signatory on

Sept 6, 2012

Per: *Arundha A. Fajars*  
Authorized signatory

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

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

Per: *G. Valla*  
Authorized signatory

*Al Paettaker, President & CEO*  
(print name and title)

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

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

**TABLE 1. SEWERS (SANITARY AND STORM)**

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

**TABLE 2. WATERWORKS**

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

**TABLE 3. STREETLIGHTING**

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

**TABLE 4. ROADWAYS**

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

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



**TABLE 5. PARKS**

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

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

**TABLE 6. OTHER SERVICES**

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

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

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**Report Date:** September 12<sup>th</sup>, 2022  
**Meeting Date:** September 20<sup>th</sup>, 2022  
**From:** Wegland Sit, Operations Manager  
**Subject:** Landscape Management Plan and Noise Review Update

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## **Background**

UNA landscaping responsibilities are outlined in Neighbours' Agreement 2020 (NA2020). Landscaping services are part of the Municipal-Like Services contained in the agreement. The UNA is responsible for the operation, maintenance, repair, and replacement of landscaping within the Neighbourhood Housing Area.

The UNA currently has a service agreement with UBC Properties Trust (UBCPT), where UBCPT provides management services on behalf of the UNA for the "Municipal-Like Services" provisions in Neighbours' Agreement. As part of this service agreement, UBCPT is responsible for managing landscaping across all five UNA neighbourhoods. The management of these services is scheduled to change, but landscaping will remain a UNA responsibility.

In September 2020 the Board instructed staff to explore potential solutions to address noise and sustainability issues associated with landscaping power equipment. Staff brought a report to the November 2020 Board meeting, where a number of recommendations were passed, including short-, medium- and longer-term items, including the creation of a UNA Landscape Management Plan.

An update on electric landscaping equipment was provided to the Board in November 2021, this report provides an update on progress in relation to all of the action items passed by the Board, as well as an update on the Landscape Management Plan progress, including the draft guiding principles and draft engagement questions.

## **Decision Requested**

For information

## **Discussion**

### ***Landscaping and Noise Review – November 2020***

In November 2020 the UNA Board of Directors passed a number of motions related to addressing noise and sustainability issues associated with landscaping power equipment. The following provides an update on the progress to date:

THAT the Board direct staff to develop a landscaping schedule with UBCPT and all Hawthorn Stratas with the purpose of reducing landscaping service to two days per week in the Hawthorn Area.

*Completed in 2021.*

THAT staff work with UBCPT and Meridian Landscaping to develop a strategy to phase out gas powered leaf blowers and transition to electric powered leaf blowers for all light duty works in the Hawthorn Area.

*Completed in 2021, electric powered leaf blower was introduced as a part of the pilot project, along with other electric powered landscaping equipment.*

THAT the Board direct staff to work with UBCPT and other landscaping contractors and respective strata within Wesbrook Place to develop a landscaping schedule for Wesbrook Place with the purpose of reducing landscaping service to two days per week in Wesbrook Place.

*Incomplete, the sheer size of the Wesbrook Area public and park spaces make it operationally impossible to condense all work into two days per week.*

THAT the Board direct staff to work with UBCPT and Meridian Landscaping to develop and implement an electric landscaping equipment pilot project in three Hawthorn Park Spaces to demonstrate and as feasibility study of migration to electric powered landscaping equipment.

*Pilot project began in April 2021 and wrapped up in October 2021, Meridian Landscaping subsequently provided an electric powered landscaping equipment review, which was presented to the Board in November 2021. The battery powered equipment result were mixed. Battery powered trimmer and blowers performed reasonably well for the scope of work. While the electric powered mower proved to be very inconsistent to operate and took up significant of labor hour. Overall, the implementation of battery equipment had increased the labor cost by approximately 5 – 8 %. The 2021 electric power equipment review report suggested electric powered equipment is not a commercially viable option at this time.*

That the Board direct staff to bring a proposal to the board to work with an external consultant to develop a UNA Landscape Management Plan.

*A proposal was brought to the Board for review, and was subsequently included in the budgeting process and issued as a Request for Proposals. After a public procurement process the UNA has engaged LANARC as the consultant for the development of UNA Landscape Management Plan.*

THAT the following recommendations be referred back to the Operations team for further consideration:

- THAT the Board direct staff to work with UBCPT and subcontractors to develop a strategy to phase out gas powered leaf blowers and transition to electric powered leaf blowers for all light duty works in all UNA Area.

*For the 2022/23 season, UBCPT and UBCPT's landscaping sub-contractors are equipped with electric power blowers for general purpose work during the April to September period. Electric powered leaf blowers are not intended or capable to perform adequately during the fall leaf clean up.*

- THAT the Board direct staff to work with UBCPT to incorporate the proposed UNA Landscape Management Plan in an updated UNA UBCPT Service Agreement.

*UBCPT advised the UNA termination of their municipal like service agreement with the UNA on March 31, 2023. The UNA operations team will fully assume the operation and the management of providing municipal like to the UNA area effective April 1, 2023. The landscape management plan will become a reference document that ultimately guides the UNA in our future landscaping operations.*

### ***Landscape Management Plan Progress Update***

LANARC landscape architects have completed the Phase 1 Analysis and Initial Engagement portion of the Landscape Management Plan.

Since February 2022, LANARC and UNA staff have undertaken multiple meetings to meet up with various key stakeholders, including: UBCPT main contact, UNA's landscape subcontractors, representatives from UBC municipal services, UBC Campus and Community Planning (C&CP) Policy Group, UBC C&CP Planner group and UBC C&CP landscape architect.

Phase 2 of the Landscape Management Plan will focus on exploring directions for the Landscape Management Plan and identifying preferred directions to be brought forward. Recommendations within the plan will present a cost benefit analysis from an environmental, social, and financial perspective regarding implementation and operation. Phase 2 will include the development of the Initial Guiding Principles and public outreach activities to introduce our residents to the UNA Landscape Management plan and to gain resident's insights and feedback on landscaping and related priorities.



### ***Landscape Management Plan – Draft Guiding Principles***

Guiding principles for the Landscape Management Plan will describe the UNA's overall approach to landscape management and maintenance. These guiding principles will inform the development of the Landscape Management Plan and will support future decisions that arise around landscape management. The intent is to align these guiding principles with the emerging broader vision for UBC and the University Neighbourhoods within it.

It is anticipated that the principles will be refined in consultation with the UNA Board, UNA team, key stakeholders, and the University Neighbourhoods' residents through upcoming engagement, and ultimately incorporated into the Landscape Management Plan.

A copy of draft Initial Guiding Principles is attached to this report as Schedule A for the Board's information.

### ***Public Engagement – Landscape Management Survey***

As part of the Landscape Management Plan development, the consultant team has designed a public engagement process to understand and learn more about our residents' landscaping needs and priorities. Part of the engagement process is to engage our residents with an online survey. On top of the online survey, public outreach will include an e-newsletter and a dedicated online content that provides more information about the Landscape Management Plan process. A draft Landscape Management Plan Engagement Online Survey attached to this report as Schedule B for the Board's information.

The objective of the online residents' survey is to share high-level information of the landscape management plan and gather residents' feedback on landscaping. The online survey will collect following information to further guide our guiding principles development process.

1. Demographics
2. Area of usage
3. Draft Guiding Principles
4. Potential Priorities
5. General Comments (issues, concerns, and ideas for consideration)

### **Financial Implications**

None



**Operational Implications**

None

**Strategic Objective**

Community and Stakeholder Relations

**Attachments**

1. Schedule A - Draft Landscape Management Plan Guiding Principles
2. Schedule B - Draft Landscape Management Plan Engagement Survey

**Concurrence**

1. Robyn Chan – Sustainability Specialist

Respectfully submitted,

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

Wegland Sit  
Operations Manager

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

Sundance Topham  
Chief Administrative Officer

# MEMORADUM

<b>Date:</b>	August 31, 2022
<b>To:</b>	Wegland Sit, University Neighbourhoods Association (UNA); Robyn Chan, University Neighbourhoods Association (UNA)
<b>Cc:</b>	Bob Lilly, Landscape Architect; Kristen Falconer, Engagement Consultant (Lanarc)
<b>From:</b>	Jana Zelenski, Landscape Architect (Lanarc)
<b>Re:</b>	UNA Landscape Management Plan – Initial Guiding Principles (DRAFT 2)

## OVERVIEW

Guiding principles for the Landscape Management Plan will describe UNA’s overall approach to landscape management and maintenance. These guiding principles will inform the development of the Landscape Management Plan and will support future decisions that arise around landscape management. The intent is to align these guiding principles with the emerging broader vision for UBC and the University Neighbourhoods within it.

The initial guiding principles (DRAFT) have been developed to complement and reflect:

- ▶ UNA’s Constitution and Strategic Plan
- ▶ UBC’s Campus Vision 2050 Guiding Principles
- ▶ Input received through engagement to date

Four initial guiding principles have been developed for consideration. It is anticipated that the principles will be refined in consultation with the UNA ~~team~~, stakeholders, and the University Neighbourhoods’ residents through upcoming engagement, and ultimately incorporated into Section 1 of the Landscape Management Plan.

## INITIAL GUIDING PRINCIPLES (DRAFT)

### Ecology and nature at work.

The University Neighbourhoods are part of a broader UBC campus that is committed to inspiring people, ideas, and actions for a better world. The neighbourhood landscapes are an opportunity to demonstrate this commitment, planting seeds for a thriving urban ecology. This means a more sustainable approach to maintaining our public spaces and enhancing biodiversity within our landscapes. Nature in the city will become increasingly evident in the landscapes that neighbourhood residents and UBC visitors enjoy.

This will be achieved by...

- ▶ **Creating true living landscapes** - Identify opportunities to shift lower-value habitats into naturalized landscapes with high ecological values and a broader range of flora and fauna.
- ▶ **Prioritizing natural ecology** - Intentionally identify natural landscapes, where natural ecology and succession are prioritized, allowing these landscapes to evolve through the work of nature, with less human intervention.
- ▶ **Managing water** - Improve the management of water quantity through processes that enhance sustainability based on landscape designs that mimic natural processes to improve water quality.
- ▶ **Listening to Musqueam leaders** - Support the collaborative work of Musqueam and UBC to honour and celebrate UBC's host nation on whose traditional territory the campus is situated, through neighbourhood landscapes that integrate and highlight Musqueam knowledge and expertise.
- ▶ **Providing public education** - Share information and support residents who wish to learn about and participate in enhancing nature in their neighbourhood.

### Climate adaptation and protection.

Our climate is changing. Shifting how we plan and maintain our landscapes is essential to both managing the impacts we are seeing and preparing our landscapes for a future climate that is even more extreme.

This will be achieved by...

- ▶ **Transitioning our landscape management practices over time** - Use new technologies and knowledge to reduce our reliance on fossil-fuel powered equipment and use of chemical treatments that impact our environment.
- ▶ **Re-using waste** - Seek opportunities to maximize the benefits of a circular life cycle, such as reusing our green landscape waste to nourish future landscapes.
- ▶ **Conserving water** - Reduce the amount of water needed to maintain healthy and functioning landscapes.
- ▶ **Adapting our landscapes** – Use materials and practices that can thrive, even in the face of emerging climate impacts such as extreme heat, drought, and precipitation.

- ▶ **Protect our urban forest** – Protect our urban forest to improve air quality, provide habitats, and capture carbon pollution by caring for these assets.

## Great neighbourhood experiences.

UBC neighbourhoods are peoples' home. It is important that residents feel safe, welcomed, and supported within their communities. Continuing to provide positive neighbourhood experiences as landscapes grow and evolve is essential to fostering a positive environment.

This will be achieved by...

- ▶ **Continuing to maintain landscapes** - Take care of our landscapes in our neighbourhood parks, streets, and social spaces to welcome gathering and socialization.
- ▶ **Enhancing public safety** - Ensure safety remains at the forefront of landscape management by discouraging inappropriate activity and encouraging clear sightlines, visibility, and social activity.
- ▶ **Recognizing neighbourhood uniqueness** – Celebrate the unique character and qualities of each University Neighbourhood and celebrate these through our landscapes.
- ▶ **Connecting people with nature** - Increase opportunities for residents to connect with nature on a daily basis by creating more naturalized areas.
- ▶ **Enhancing landscape management** - Develop, monitor, and update landscape management regimes so neighbourhoods are managed in perpetuity, for the benefit of both people and nature.

## Financial sustainability.

The UNA provides many services to support neighbourhood residents and enhance their quality of life. Meeting community needs in a financially sustainable way is essential for continuing to provide these supports. A careful balance is needed to allocate resources towards identified priorities, while meeting the fiscal challenges of today.

This will be achieved by...

- ▶ **Prioritizing resources** - Develop and use a landscape service level budgeting tool to allocate resources in a way that maximizes benefit and reflects the priorities of each neighbourhood.
- ▶ **Spending wisely** - Identify opportunities to reduce spending on landscape management and maintenance where a lower level of service may be sufficient.
- ▶ **Investing in ongoing maintenance** - Support the long-term health of neighbourhood landscapes to limit need for premature capital reinvestment or replacement.
- ▶ **Shifting to naturalized landscapes** - Encourage naturalized areas where they make sense to bring both ecological and financial benefits.



- **Integrating planning and operations** - Provide planning input to new neighbourhoods early so that landscape operations and management are integrated into design decisions for the benefit of long-term sustainability.

*NOTE: Survey formatting and layout to be completed once questions are finalized.*

## UNA LANDSCAPE MANAGEMENT PLAN

### Calling All UNA Residents!

Do you use parks in your neighbourhood? Are you passionate about nature and green space? Share your comments to help develop guiding principles and priorities for maintaining landscapes in the University Neighbourhoods!

UBC neighbourhoods feature unique landscape areas including parks and street boulevards. These spaces have a profound effect on how residents experience the area. After they are developed, these landscape areas are maintained by the University Neighbourhood Association (UNA).

The UNA is developing a Landscape Management Plan (LMP) to:

- ▶ Enhance our UNA neighbourhood landscapes so they continue to be safe, attractive, and livable places for residents to enjoy
- ▶ Help UNA neighbourhoods become more sustainable and resilient, especially as our climate changes
- ▶ Protect our environment by considering how we plan, develop, and maintain our neighbourhood landscapes
- ▶ Ensure landscape maintenance practices are consistent, cost-effective, and sustainable

If you are a UNA resident of one of the neighbourhoods shown in the map below, we would appreciate your feedback.

Deadline for submission is October 28, 2022.



#### What is a Landscape Management?

Landscapes are living systems that grow and evolve. Landscape management looks at how to sustain healthy landscapes through their evolution, considering different layers like ecology, character, function, location, safety, and cost. A Landscape Management Plan marries day-to-day maintenance with a long-term vision so that landscapes continue to fulfill their intended purpose – providing healthy, aesthetically pleasing environments that enhance community livability and social connection.

#### How is Landscape Management Funded?

Landscape management is funded through the UNA's operational budget, collected through the Services Levy. With finite funds available and many services to be delivered, managing our landscapes efficiently and cost effectively is important.

#### PLACEHOLDER: Process Graphic

*To be replaced with infographic summary of process.*

#### PLACEHOLDER: Map of UNA Neighbourhoods

*To be replaced with overview map that shows the neighbourhoods that are included in the LMP.*

The University Neighbourhoods Association oversees major residential neighbourhoods on UBC’s campus: Chancellor Place, East Campus, Hampton Place, Hawthorn Place, Wesbrook Place, and other designated buildings as stipulated in the [Neighbours’ Agreement \(2020\)](#).

[myuna.ca/landscape](http://myuna.ca/landscape)

## About You

*To help us understand who is responding, please answer the following questions.*

### 1. Which UBC neighbourhood or designated building do you reside in?

- ☐ Chancellor Place
- ☐ East Campus
- ☐ Hampton Place
- ☐ Hawthorn Place
- ☐ Wesbrook Place
- ☐ Central Building or Focal Building

### 2. What is your age range?

- ☐ Under 25 years
- ☐ 25-34 years
- ☐ 35-44 years
- ☐ 45-54 years
- ☐ 55-64 years
- ☐ Over 65 years
- ☐ Prefer not to answer

### 3. How long have you lived in a UNA neighbourhood? Please select one.

- ☐ Less than 1 year
- ☐ Between 1-2 years
- ☐ Between 3-6 years
- ☐ More than 7 years

### 4. Please share how you currently use UNA neighbourhood landscape areas. Select all that apply.

- ☐ Walking
- ☐ Biking or rolling
- ☐ Exercising (e.g., working out, running, yoga, etc.)

- ☐ Outdoor recreation (e.g., playing outdoor games, frisbee, etc.)
- ☐ Dog walking
- ☐ Commuting to and from work, school, visiting friends, or errands
- ☐ Rest and relaxation, including breaks from work or study
- ☐ Enjoying playground activities with children
- ☐ Socializing (e.g., meeting friends, family)
- ☐ Nature appreciation
- ☐ Mental and physical wellness (e.g., accessing fresh air, shade, sunshine, etc.)

## Draft Guiding Principles

*Guiding principles for the Landscape Management Plan describe UNA's overall approach to landscape management and maintenance. These guiding principles will inform the development of the Landscape Management Plan and will inform future decisions that arise around landscape management.*

### PLACEHOLDER: Draft Guiding Principles Summary

*To be replaced with a summary of Guiding Principles (refer to Initial Guiding Principles memo)*

5. Please review the draft guiding principles above. How strongly do you agree or disagree with each of the principles identified?

Draft Principle	Strongly Disagree	Disagree	Neutral	Agree	Strongly Agree	Do you have comments or suggestions to improve this guiding principle?
Ecology and nature at work						
Climate protection						
Social and neighbourhood connection						
Financial sustainability						

6. Do you have any other suggestions for other guiding principles for Landscape Management in the University Neighbourhoods?

Please write your comments.

## Quality & Service & Environmental Considerations

*Finding a balance between maintaining our landscapes and managing costs and resources is an essential part of the Landscape Management Plan. As we move towards the future, a key consideration will be aligning expectations with affordability.*

7. Thinking about your UNA neighbourhood (see maps of UNA neighbourhoods in the previous section), how would you rate the current quality of landscape maintenance in meeting your expectations?

☐ Exceeding my expectations

- ☐ Meeting my expectations
- ☐ Below my expectations

Your comments

8. In the future, the UNA will need to carefully balance level of maintenance in neighbourhoods with increasing costs and environmental considerations for these services. Which of the following landscape maintenance concepts best reflect your preferred approach?

- ☐ Consider strategic changes to decrease maintenance requirements in certain landscape areas (e.g., naturalization, reduced mow areas, reduced watering), helping to manage increases in maintenance costs
- ☐ Maintain landscape areas to a similar standard as today, recognizing that costs will continue to increase and may require trade-offs that reduce other services that the UNA provides (e.g., recreation and cultural programs, community events, upgrades to facilities or fields, maintenance of streets, etc.)
- ☐ I'm not sure

Your comments

9. Do you have any suggestions for how UNA might manage and maintain landscaped areas in the future so they are sustainable, cost-effective, and aesthetically appealing?

Please write your comments.



## Your Priorities

*To help us understand where we might focus our efforts, please answer the following questions.*

### 10. What are your top 3 priorities for landscape maintenance and management in UNA neighbourhoods?

Please check your top 3.

- ☐ Environment / habitat protection and enhancement
- ☐ High quality aesthetics and design
- ☐ High level of maintenance and cleanliness
- ☐ Using landscape management practices that have low environmental impact
- ☐ Managing noise of daily operations (e.g., use of equipment, timing)
- ☐ Water conservation
- ☐ Public safety
- ☐ Waste management (including reuse of green waste)
- ☐ Stormwater management
- ☐ Fiscal responsibility
- ☐ Consistency in landscape maintenance services
- ☐ Public information and communication

### 11. Thinking about UNA neighbourhoods, please describe locations of landscape areas that you think are critical to maintain to a very high standard – i.e., the most important areas for maintenance. Please be as specific as possible (e.g., use street names or park names). NOTE: The UNA maintains parks and streetscape areas, but not areas directly adjacent to buildings.

Please write your comments.

### 12. Are there locations in the UNA neighbourhoods that you think could become more naturalized landscapes that require less maintenance? These would be areas that are left to grow more naturally (e.g., less weeding, mowing, watering), as opposed to highly cultivated landscapes such as mown lawns or tended gardens. Please be as specific as possible (e.g., use street names or park names). NOTE: The UNA maintains parks and streetscape areas, but not areas directly adjacent to buildings.

Please write your comments.

### 13. Do you have any additional comments about Landscape Management in UBC neighbourhoods that you would like to share at this time?

Please write your comments.



**Report Date:** September 12, 2022  
**Meeting Date:** September 22, 2022  
**From:** Glenda Ollero, Communications Manager  
**Subject:** Update on the replacement of *The Campus Resident*

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## Background

At their June 2022 meeting, the Board was presented with four options to replace *The Campus Resident* (whose editor, John Tompkins passed away in early 2022). The Board directed staff to further explore Option 3 and to report back at a future meeting.

Option 3 involves creating a new UNA newspaper that publishes both online and as a print edition, assembling a community editorial team to guide the content, and hiring a new UNA communications specialist to support the newspaper and reinvigorate UNA social media channels.

This report fleshes out Option 3 in more detail.

## Decision Requested

THAT the Board direct staff to move forward with the creation of a UNA Community Newspaper Policy and the hiring of a new Communications Specialist to support the newspaper and reinvigorate UNA social media channels.

## Discussion

Option 3 has been identified as the preferred option to replace *The Campus Resident*. This option is driven by a multi-prong strategy to replace *The Campus Resident* and improve overall communications in the UNA neighbourhoods. Outlined below are some components that are required to move forward this option:

### **Community Newspaper Policy**

The policy for the community newspaper will need to be created to outline the following:

1. The purpose of the publication and name
2. Publishing schedule and format

3. The types of stories that would appear in the publication (i.e. content, letters to the editor, submitted materials)
4. Advertising terms (if any)
5. The role of the editorial committee
6. Partnerships
7. The role of the UNA support staff

Staff will create the new Community Newspaper Policy for Board review and approval. There is an existing *Campus Resident* Editorial Review Board Policy #04-2 (attached as Schedule A), that will need to be repealed. The new Community Newspaper Terms of Reference will use this as a starting point.

### **Publication Delivery and Infrastructure**

It is proposed that the new community newspaper will be delivered to readers in the following ways:

1. **Online:** A monthly issue of the paper will be published as an online newspaper, on a website created specifically for the UNA, which will be supported by UNA staff. An estimated \$10,000 will be spent in building the website and a maintenance budget must be determined for future years (estimated at \$3,000/year).
2. **Printed Digest:** A quarterly digest that features stories from the online newspaper along with other features created specifically for the print publication, will be printed and distributed to Stratas in the UNA neighbourhoods. An estimated total of \$10,000 will be spent for four issues of the digest every year. An additional one-time cost of \$3,000-5,000 will be needed for the initial design and layout of the newspaper.

### **Community Newspaper Editorial Committee**

To maintain the newspaper's autonomy, an independent Community Newspaper Editorial Committee will need to be established in accordance with the Community Newspaper Policy. The editorial committee will be the main driver of stories for the newspaper. Leveraging the UNA's strong pool of volunteers, the committee would include representation by volunteer residents.

Having a built-in mechanism that encourages a diverse committee through the terms of reference would be beneficial and would open opportunities to publish stories in a variety of topics and in different languages. Staff recommends recruiting volunteers from different groups within the community including students from University Hill and UBC.

Having a UNA staff member available to support the committee is vital, as the volunteers will require support throughout the process.

### **Types of Stories**

Ultimately, the Community Newspaper Editorial Committee will determine the types of stories to be published in the paper; however, it is important that the newspaper include items that are material to the UNA's business (such as Board elections, AGMs, etc.), and this will be made clear in any Community Newspaper Policy and associated editorial terms of reference.

Regarding the other types of stories that could be covered, staff have reviewed the composition of stories from previous issues of *The Campus Resident* and would recommend that some ideas from the former publication be carried over to the new publication. This includes:

- Articles about UNA business (e.g. Items of note arising from Board meetings)
- Articles on UNA events (e.g. Neighbours Day, Lunar New Year Celebration)
- Articles about neighbouring areas like UEL and Acadia Park that might impact residents on campus
- Contributions from UBC partners (e.g. contributions from UBC President, AMS, UBC Campus + Community Planning)

### **Partnerships and Contributors**

There is the potential to partner with different contributors. Some examples that are being explored/could be explored in future are the following groups:

1. **UBC School of Journalism** – Staff have started exploring options for the UBC School of Journalism to make regular contributions to the newspaper. One idea is to have UBC School of Journalism students cover the Board meetings and provide independent accounting of the meetings. This idea has been discussed with UBC School of Journalism staff, but more investigation is needed.
2. **MiniVillage** – MiniVillage is a start-up based in Acadia Park that has recently launched a hyperlocal social media platform that aims to connect neighbours offline. They focus on creating content that features residents-of-interest in the UBC neighbourhoods. The UNA is currently exploring ways to partner with them including potential feature story contributions to the future paper.
3. **University Hill Secondary** – The UNA plans on reaching out to the local high school to see if there is any interest in publishing student writing in the paper.

4. **Other community bloggers/content creators** – Bloggers and content creators who might want to make contributions to the paper could be invited if the editorial committee should decide to do so. One example of a resident blogger who has been writing community stories is Charles Menzies who has recently started the community news blog, *A Campus Resident*.

### **Restarting and Reinvigorating UNA Social Media**

While the major focus of replacing *The Campus Resident* is the creation of a new newspaper, any Communications Specialist hired to take on the position would also be tasked with taking on the oversight of our social media channels in a more meaningful and engaging way than the original plan of hiring an external contractor (25% of survey respondents in the recent CEAC survey indicated that they would like to receive communications through social media).

The UNA currently has a Twitter, Facebook, YouTube and Instagram account, but due staffing limitations, engagement with users is not being optimized.

### **UNA Staff Support**

In order to provide technical and administrative support to the Community Newspaper Editorial Committee and provide enhanced social media support, the UNA will need to hire a Communications Specialist. This staff member will assist the editorial committee by providing technical expertise in editing, website publishing (to help create the monthly online editions) and desktop publishing (to help create the quarterly digest). This position will also provide professional expertise to the committee, helping to ensure that the UNA's interests are represented.

To offset the cost of hiring this position, the Communications Department will divert the \$20,000 earmarked for a social media consultant to this staff position.

### **Estimated Timeline**

#### **October to December 2022**

- Establish the Community Newspaper Policy
- Hire Communications Specialist

#### **January to March 2023**

- Create Terms of Reference for the Community Newspaper Editorial Committee and recruit members
- Begin building newspaper infrastructure (website and printed newspaper design)

### March to April 2023

- Finalize the newspaper infrastructure with the new editorial committee
- Solidify partnerships
- Begin publication planning and scheduling

### May 2023

- Publish the first issue of the news community paper.

### Financial Implications

There is currently \$76,500 that was set aside by the Board for the 2022-23 fiscal year with an additional \$20,000 that can be diverted from the Communications budget, for a total of \$96,500. The estimated costs are below:

For fiscal year 2022-2023:

- **Communications Specialist Salary/Benefits:** \$73,000/year, however, for 2022-23, this will be prorated to the start date – approximately \$18,250
- **Creation of Online Newspaper Website:** \$10,000
- **Creation of Newspaper Layout and Design:** \$10,000
- **TOTAL:** \$38,250

For succeeding years:

- **Communications Specialist Salary/Benefits:** \$76,650/year (calculated with inflation factor of 5%)
- **Maintenance of Online Newspaper Website:** \$3,000/year
- **Printing and Mailing Costs of Quarterly Digest:** \$16,000/year
- **TOTAL:** \$95,650/year

### Operational Implications

Further work will be required from the Communications Manager and Chief Administrative Officer in creating any required policies and terms of reference for Board approval. Staff will also recruit a new Communications Specialist, members of the editorial committee and establish the infrastructure for their work. Staff will include the ongoing work of supporting the committee into their yearly work plans.





**Strategic Objective**

Community/Stakeholder Relations

**Attachments**

1. Schedule A - Campus Resident Editorial Review Board Policy #04-2

**Concurrence**

1. Athena Koon, Finance Manager

Respectfully submitted,

A handwritten signature in black ink, reading 'Glenda Ollero', written over a horizontal line.

Glenda Ollero  
Communications Manager

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

Sundance Topham  
Chief Administrative Officer

<b>SUBJECT: THE CAMPUS RESIDENT EDITORIAL REVIEW BOARD</b>	
<b>CATEGORY: Communications</b>	<b>POLICY #: 04-2</b>

## 1. General

- 1.1 The UNA publishes and finances The Campus Resident; the UNA Board of Directors (the **UNA Board**) has primary responsibility for all matters concerning The Campus Resident.

## 2. Mission and Scope

- 2.1 The Campus Resident is published for the following purposes:
- (1) To report on the operations of and services offered by the UNA. To provide information on matters of interest to the UNA community (residents, businesses and services providers), including events, meetings, and developments within or outside the community.
  - (2) To provide a forum for residents to express their views on UNA community matters, debate issues, and communicate information, i.e. Letters to the Editor, opinion pieces, and submission of articles.
  - (3) Generally, to promote community engagement.
- 2.2 This listing of purposes is not intended to preclude the publication of material for a purpose other than those listed.

## 3. Editorial Review Board

- 3.1 The Editorial Review Board acts on behalf of the UNA Board of Directors to facilitate and ensure the publication of The Campus Resident in accord with this UNA Board Policy.

### Composition

- 3.2 There shall be an Editorial Review Board consisting of:
- (1) the Editor, who has full discretionary decision making authority (within the scope of this policy) for the Editorial decisions related to the publication of The Campus Resident,
  - (2) the Secretary of the UNA Board, who is responsible for ensuring that the official voice of the UNA is represented in the publication of The Campus Resident and who shall be the chair of the Editorial Review Board,
  - (3) a UNA resident who is not a UNA Director or employee, who is responsible for providing an independent community perspective.
- 3.3 The UNA Standing Committee on Governance shall appoint the members of the Editorial Review Board annually at the meeting of the Standing Committee which immediately follows the Annual General

Meeting of the UNA. The members of the Editorial Review Board, other than the Editor, shall serve without compensation.

### **Procedures**

- 3.4 The members of the Editorial Review Board will work in a collegial manner to arrive upon consensus based decisions.
- 3.5 The Editorial Review Board will not be directly involved, excepting the Editor, in the daily operations of The Campus Resident.
- 3.6 The Editorial Review Board reserves the right to reconsider editorial decisions but only such editorial decisions which are clearly in contradiction with this communication policy.
- 3.7 The Editorial Review Board shall provide a brief annual report regarding its operations to the UNA Board Standing Committee on Governance in June of each year to facilitate the inclusion of the report in the UNA's annual report presented at the AGM.

## **4. Content of the Campus Resident**

### **General**

- 4.1 The Editor will seek to ensure that material written by him/her or submitted to the Editor for publication will be accurate, objective, balanced and fair.
- 4.2 Contributions made by UNA Directors and staff in their official capacity must satisfy the same criteria as material written by the Editor.
- 4.3 A clear distinction must be made between factual material and material that expresses opinions. Opinion material must be clearly identified as such. For letters to the editor and editorials, this requirement is satisfied by including the material under the appropriate heading.
- 4.4 The Editor will seek to ensure that no material shall be published that is defamatory, racist, homophobic, or sexist.

### **Letters to the Editor and Submitted Articles**

- 4.5 Letters to the editor and articles submitted by UNA residents and others shall be considered for publication.
- 4.6 The Editor reserves the right to accept or reject letters and articles in accord with items 4.1 – 4.4.
- 4.7 The Editor reserves the right to accept or reject letters and articles in accord with the space available in the print edition of the Campus Resident.
- 4.8 The Editor reserves the right to edit letters for length, clarity, and to conform with item 4.4 (above).

### 5. Advertising

- 5.1 The Campus Resident will solicit advertising.
- 5.2 The Editor is responsible for soliciting advertisements and for determining which advertisements The Campus Resident will publish.
- 5.3 The Editor shall annually recommend the rates to be charged for advertisements.
- 5.4 An advertisement shall not be accepted if its acceptance would result in any restriction on what can be published in The Campus Resident.

### 6. Editor

- 6.1 The Editor shall be appointed by the UNA Board on such terms and conditions as are mutually agreed.
- 6.2 The Editor is responsible for all aspects of the production and operation of The Campus Resident.
- 6.3 In carrying out his or her duties, the Editor shall comply with this Statement of Policies and Procedures.

### RELATED POLICIES

N/A

### APPROVAL HISTORY

ISSUED BY: UNA Board of Directors	APPROVED BY: UNA Board of Directors	DATE: Dec 10, 2013
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**Report Date:** September 8, 2022  
**Meeting Date:** September 20, 2022  
**From:** Sundance Topham, Chief Administrative Officer  
**Subject:** UNA Office Space Needs Assessment Implementation - Changes

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## Background

At the March 15, 2022 UNA Board meeting staff provided an update on the implementation of the UNA Office Space Needs Assessment, noting that UBC Properties Trust (UBCPT) had provided information indicating that a new space for our administrative functions could be opening up in the near future, and requesting a short extension of the UNA Administrative Office lease.

Unfortunately, the new space did not materialize, and staff are recommending a 20-month extension of the UNA Administrative Office lease. This report also highlights some service delivery changes that will need to be implemented to incorporate improvements within the existing UNA Administrative Office.

## Decision Requested

THAT the Board approve the attached Lease Extension Agreement for a 20-month extension of the UNA Administrative Office lease up to July 31, 2024 and authorize the Chair to execute the agreement.

## Discussion

The UNA worked with Resource Planning Group (RPG) to complete a fulsome UNA Office Space Needs Assessment in late 2021.

Staff reviewed the various options with the Board, and at that time it was decided that next steps would entail fleshing out potential details around Option A, which is summarized below:

### Option A:

Option A involves moving the Communications Department from the Berton Avenue location to the Classroom Room on the second floor of the WCC. This would free up space in the Berton Avenue location, while not significantly cutting into programming space at the WCC.

With the Communications Department moved to the WCC, the Berton Avenue location would receive upgrades to office and meeting spaces and restructuring to accommodate additional employees.

This option also involves revamping the recreation department office space on the WCC main floor as well as improvements to the existing recreation department office space on the ground floor of the OBCC.

This option is estimated to cost approximately \$215,000 and would require maintaining our existing office within the Berton Avenue location, at an annual cost of approximately \$70,000.

Staff reviewed this option in detail, and it was found to be achievable, with minimum impact on programming and allowed under our existing license with UBC for the Wesbrook Community Centre (WCC).

Staff were in the process of reviewing renovation considerations with UBCPT when it was noted that there may be a space opening in the near future that would allow for the relocation of the entire administrative office to a new location that met our long-term space requirements.

With that information staff recommended that we move forward with moving the Communications Department from the Berton location to the Classroom of the WCC and revamping the recreation department office spaces in the WCC and OBCC, and hold off on the extensive office renovations.

Unfortunately, UBCPT has recently advised that this space will not be available until at least August 2024 and have provided the UNA with the option of entering into another lease extension while we await the space to become available.

This is unfortunate, but there is not a lot that we can do, as alternative space options are limited. As per the actions noted to the Board, staff have moved the Communications Department from the Berton location to the Classroom of the WCC, and are currently revamping the recreation department office spaces in the WCC and OBCC. With the news that a move to the new space isn't on the books for awhile our attention has turned to renovations at the existing Berton Avenue offices.

#### *Renovation + Administration Office Public Access*

With an amended timeframe for occupancy of the existing Berton Avenue offices, staff are looking to work within our existing space to upgrade the facility, without making overly expensive long-term changes.

Using the assessment created by RPG to guide the planning process, one of the key changes that will take place will be the conversion of the front office waiting room from a reception area and desk to office space for two staff, including a workstation and a drop-down workstation.






Changing the office layout will necessitate a change to service delivery at the administrative office. The administrative office is currently open to the public from 2-4 pm Monday to Friday. With the space changes, the administrative office will be open by appointment.

Because the switch to in the provision of UNA services from the Berton Avenue Office to the community centres took place a number of years ago, this should not have a negative effect on UNA service delivery.

As per the graphic below, all key services are provided in either another physical location or online, or both. The administrative offices are most often used for meetings with community members and other stakeholders, which will still take place.



UNIVERSITY  
NEIGHBOURHOODS  
ASSOCIATION

PUBLIC HOURS

The UNA Main Office is open for service to the public on:

**WEEKDAYS — 2-4 P.M.**

**For deliveries and meetings: Please ring the bell.**

Please see below for where to go for services:

SERVICE	UNA Main Office (this location)	Wesbrook Community Centre (3335 Webber Ln.)	Old Barn Community Centre (6308 Thunderbird Blvd.)	Online (myuna.ca)
UNA Membership	not offered	✓	✓	✓ myuna.ca/una-account
UNA Card	not offered	✓	✓	✓ myuna.ca/una-account
Parking Passes/Permits	not offered	✓	not offered	✓ myuna.ca/parking

For information and updates about our facilities and services, please visit our website at [myuna.ca](https://myuna.ca).  
To receive the latest community news and information, please subscribe to the UNA Newsletter at [myuna.ca/subscribe](https://myuna.ca/subscribe).  
For any other inquiries, please email [reception@myuna.ca](mailto:reception@myuna.ca).

In preparation for the potential change to the office layout staff have been tracking visitation numbers to the office, along with the reasons for their visit, since February. The data shows that during this timeframe (which includes both extensive COVID restrictions and relaxed COVID restrictions) an average of only five people for week visited the Berton Avenue Office. Staff have also been tracking the reasons for



visitation, and the vast majority of individuals are coming to this office for services that are actually offered at the WCC or OBCC or are deliveries.

There is a buzzer for the door, and signage will be tweaked moving forward to indicate the office is typically closed to the public, but if there is an enquiry to ring the bell. We will also advertise the change in our weekly newsletter.

### **Financial Implications**

The UNA currently has \$150,000 budgeted for capital upgrades and approximately \$65,583 budgeted for our 2022-23 administrative lease. The estimates for implementing Option A capital improvements ranged from \$145,800 to \$215,800 (with medium to major renovations).

If the UNA enters into a 20-month lease extension for the existing office, and then switches to a new larger space, there will be savings in the capital budget (as a result of the decreased scope of renovations).

The current UNA lease costs \$28 per square foot (plus the Common Area/Property Tax and GST) for a total of \$6,018.43 per month. UBCPT are willing to use this existing rate for any lease extension. The move to the larger adjacent space would have resulted in a larger annual operating cost, as the per square foot rate and size would both increase.

### **Operational Implications**

Although a new larger space, with consolidated services, is a better long-term solution for the administrative functions of the UNA, a reduced scope of renovations for the Berton Avenue Offices should reduce the impact on staff while we wait for the area to open up, while providing adequate space for required growth.

### **Strategic Objective**

Operational Capacity

### **Attachments**

1. Schedule A – Lease Extension Agreement for the UNA Administrative Office

### **Concurrence**

1. Dave Gillis, Recreation Manager



UNIVERSITY  
NEIGHBOURHOODS  
ASSOCIATION

**UNA BOARD MEETING  
OPEN SESSION**

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', written over a horizontal line.

Sundance Topham  
Chief Administrative Officer

### THIRD LEASE EXTENSION AGREEMENT

THIS AGREEMENT is made as of the 21<sup>st</sup> day of September 2022.

BETWEEN:

**UBC PROPERTIES INVESTMENTS LTD.**, (Incorporation No. BC0578584), a British Columbia company having an office at Suite 201, 5923 Berton Avenue, Vancouver, British Columbia, V6S 0B3, as Trustee, for UBC Properties Trust

(the "**Landlord**")

AND:

**UNIVERSITY NEIGHBOURHOODS ASSOCIATION**  
(Incorporation No. S0044722), a British Columbia Society having an office at Suite 202, 5923 Berton Avenue, Vancouver, British Columbia, V6S 0B3

(the "**Tenant**")

### WHEREAS:

A. By a sublease dated January 21, 2018, which sublease was amended by a lease extension agreement dated April 21, 2021 and a second lease extension agreement made as of the 21<sup>st</sup> day of March, 2022 (collectively, the "**Lease**"), the Landlord did sublease to the Tenant certain premises (the "**Premises**") consisting of approximately 1,661 rentable square feet and described as Unit #202 of the Building located at 5923 Berton Avenue, Vancouver, British Columbia, all as more particularly described in the Lease for a term expiring on November 30, 2022 (the "**Term**").

B. The Landlord and the Tenant have agreed to extend the Term and further modify the terms of the Lease on the terms and conditions set out herein.

### NOW THEREFORE:

In consideration of the premises, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties covenant and agree as follows:

1. The Term of the Lease is hereby extended for a period of One (1) year and Eight (8) months commencing on December 1, 2022 and expiring on July 31, 2024 (the "**Third Extension Term**").

2. The Tenant shall pay to the Landlord the following Minimum Rental in accordance with the Lease and without demand, deduction or right of offset, in advance, in equal monthly instalments on the first day of each month during the Third Extension Term:

Period	Annual Minimum Rental	Monthly Minimum Rental	Minimum Rental per annum per square foot of the Area of the Premises
December 1, 2022 to July 31, 2024	\$46,508.00	\$3,875.67	\$28.00

3. The Tenant is continuing occupation of the Premises in its "as is" condition and the Landlord is not required to perform any work to the Premises. The Tenant confirms that all Landlord's Work has been completed in accordance with the terms of the Lease.

4. The Landlord and Tenant acknowledge and agree that the Tenant has no further rights of renewal or extension with respect to the Lease, as amended herein.

5. The Tenant represents and warrants to the Landlord that, save and except as specifically set out herein, all improvement allowances and other inducements provided for in the Lease have been paid and provided and no further inducements are due to the Tenant under the Lease, as amended herein.

6. This Agreement will be read and construed together with the Lease, and the Lease, as modified hereby, will continue in full force and effect for the remainder of the Term of the Lease as extended hereby and in accordance with the terms hereof, save and except the right of further renewal or extension, Landlord's Work (if any), improvement allowances (if any), rent free period(s) (if any) and any other inducements shall not apply to the Third Extension Term unless specifically set out herein. The Landlord and the Tenant acknowledge and agree to perform and observe, respectively, the obligations of the Landlord and the Tenant under the Lease as modified hereby. The Landlord and the Tenant hereby confirm and ratify the terms and conditions contained in the Lease, as modified hereby. In the event of a conflict or discrepancy between the terms of the Lease and this Agreement, this Agreement will govern.

7. The Tenant agrees, from time to time, to do or cause to be done all such things, and shall execute and deliver all such documents, agreements and instruments reasonably requested by the Landlord, as may be necessary or desirable to complete the extension contemplated by this Agreement and to carry out its provisions and intention.

8. This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and permitted assigns.

9. Any capitalized term used in this Agreement which is not defined herein but which is defined in the Lease will have the meaning ascribed to that term in the Lease.

10. This Agreement may be executed by the parties in any number of counterparts, each of which when executed and delivered is deemed to be an original, but all of which when taken together will constitute one and the same instrument. This Agreement may be executed by the parties hereto and delivered by fax or other electronic means and if so executed and delivered this Agreement will be for all purposes as effective as if the parties had executed and delivered an originally signed Agreement.

IN WITNESS WHEREOF the Landlord and the Tenant have executed this Agreement as of the day and year first above written.

**UBC PROPERTIES INVESTMENTS LTD.,** )  
**as Trustee for UBC PROPERTIES TRUST** )  
By its authorized signatory(ies): )  
 )  
 )  
 )  
\_\_\_\_\_)  
Authorized Signatory )  
 )  
\_\_\_\_\_)  
Authorized Signatory )

**UNIVERSITY NEIGHBOURHOODS** )  
**ASSOCIATION** )  
By its authorized signatory(ies): )  
 )  
 )  
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\_\_\_\_\_)  
Authorized Signatory )  
 )  
\_\_\_\_\_)  
Authorized Signatory )





**Report Date:** September 12<sup>th</sup>, 2022  
**Meeting Date:** September 20<sup>th</sup>, 2022  
**From:** Wegland Sit, Operations Manager  
**Subject:** Sublicence Agreement – YMCA Before and After School Program

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### **Background**

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

In 2021 the UNA and the YMCA entered into a one-year term sublicense agreement with respect to the YMCA's operation of before and after school care services in both Community Centres. The sublicense license agreement expired on August 31<sup>st</sup> 2022 and needs to be renewed.

### **Decision Requested**

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

### **Discussion**

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

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

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



In 2021 the UNA and the YMCA entered into a 1-year term sublicense agreement with respect to the YMCA's operation of before and after school care services in both Community Centres.

Building on lessons learned from 2021/22 agreement, the 2022/23 Sublicense has been updated to include the following items: Increasing reporting frequency from semi-annually to quarterly basis; Adding the requirement to report designation of those currently registered in the before and after school program; and finally added a new requirement to report waitlist numbers in the before and after school program.

### **Financial Implications**

The 2022/23 Sublicense Agreement - UNA and YMCA – After School Care is based on a not-for-profit, cost recovery model - while at the same time providing a stable and much needed community services for families living in the UNA.

The 2022/23 Sublicense Agreement includes a 5% increase in the sublicense fee. The adjustment is based on Statistic Canada Consumer Price Index 12 months moving average that was reported as for June 2022.

### **Operational Implications**

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

The existing Sublicense Agreement provides clear expectations between the UNA and YMCA when it comes to usage of the designated storage area and day-to-day usage of the program space.

### **Strategic Objective**

Community and Stakeholder Relations

### **Attachments**

1. Sublicense Agreement - UNA and YMCA – After School Care – WCC + OBCC – Final 2022. pdf



UNIVERSITY  
NEIGHBOURHOODS  
ASSOCIATION

**UNA BOARD MEETING  
OPEN SESSION**

**Concurrence**

None

Respectfully submitted,

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

Wegland Sit  
Operations Manager

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

Sundance Topham  
Chief Administrative Officer

## SUBLICENCE AGREEMENT

### Wesbrook and Old Barn Community Centres

THIS SUBLICENCE AGREEMENT DATED FOR REFERENCE THIS 21st DAY OF SEPTEMBER, 2022 IS MADE BETWEEN:

**UNIVERSITY NEIGHBOURHOODS ASSOCIATION,**

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

(the "UNA")

AND:

**YMCA OF GREATER VANCOUVER,**

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

(the "Operator")

### WHEREAS:

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

PID: 027-431-720

Lot F

District Lot 6494, Group 1, New Westminster District

Plan BCP35352, except Plan EPP29484

(“Wesbrook Lands”)

and

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

PID: 025-567-217

Lot 13

District Lot 4895, Group 1, New Westminster District

Plan BCP 3309

(“Old Barn Lands”)

(collectively, the “Lands”).

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

## 1. **Sublicence**

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

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

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

## 2. **Term**

- 2.1. The Sublicence that the UNA grants to the Operator will commence at 12:01 a.m. on September 21, 2022 (the "**Commencement Date**") and will end at 11:59 p.m. on August 31, 2023 (the "**Initial End Date**"), subject to earlier termination in accordance with this Agreement (collectively, the "**Term**").
- 2.2. At the end of the Term, the Operator will deliver to the UNA vacant possession of the Premises in a tidy, clean, safe, proper and businesslike condition, ordinary wear and tear excepted.
- 2.3. If the Operator does not vacate and deliver the Premises to the UNA as required by Section 2.2 at the end of the Term, the Operator will pay the UNA \$1,000 for each day the Operator fails to deliver vacant possession of the Premises, as well as any losses, special damages, incidental damages, consequential damages, legal costs, fees and disbursements arising from the Operator's failure to vacate and deliver the Premises as required by Section 2.2.
- 2.4. At the end of the Term, the Operator will return all keys and fobs, if applicable. The Operator is not permitted to change any locks at the Premises.

## 3. **Sublicence Fee**

- 3.1. The Sublicence Fee which the Operator is required to pay to the UNA is CAD \$ 3150.00 per month plus all applicable taxes, except for the months of December 2022 and March 2023 where the Operator will be required to pay the UNA CAD \$1575.00 per month plus all applicable taxes (the "**Sublicence Fee**"). The Sublicence Fee is due and payable on or before the Commencement Date via cheque or electronic transfer. Subsequent Sublicence



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

- 3.2. Notwithstanding the foregoing, the Operator is not required to pay the UNA any Sublicence Fee for the months of July 2023 and August 2023.

#### 4. **Services and Operating Expenses**

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

#### 5. **Use and Operation**

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

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

- a. December 20, 2022-January 02, 2023;
- b. March 13, 2023-March 24, 2023;
- c. July 1, 2023-July 31, 2023; and
- d. August 1, 2023-August 31, 2023

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

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

## 6. **Worker's Compensation**

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

## 7. **Compliance with Laws**

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

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

## 8. **Management of Childcare Facilities**

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

## 9. **Reporting Requirements**

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

## 10. **Access**

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

## 11. **Alterations**

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

## 12. **Maintenance, Repairs and Inspections**

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

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

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

### 14. **Information Technology**

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

### 15. **Insurance**

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

Operator against liability for bodily injury, death and damage to property;

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

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

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

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



## 16. **Indemnification**

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

## 17. **No Liability**

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

## 18. **Termination By UNA for Cause**

- 18.1. If the Operator:
- a. fails to perform any of its obligations under this Agreement;

- b. ceases to fully operate; or
- c. UBC notifies the UNA in writing that UBC is not satisfied with the operation of the childcare facilities by the Operator;

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

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

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

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

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

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

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

## 20. **Force Majeure**

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

## 21. **No Assignment**

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

## 22. **No Representations or Warranties**

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

## 23. **No Liens**

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

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

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

## 25. **Authority**

- 25.1. The Operator represents and warrants to the UNA that it has the authority and capacity to enter into this Agreement and perform its obligations under this Agreement and that all

necessary corporate steps and proceedings to do so have been properly taken.

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

25.3. Nothing in this Agreement will construe the Operator to be the agent, joint venturer or partner of the UNA nor give the Operator any authority or power to bind or commit the UNA in any way.

## 26. **Entire Agreement**

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

## 27. **Severability**

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

## 28. **Time of Essence**

28.1. Time is of the essence in this Agreement.

## 29. **Notice**

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

To the UNA:

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

To the Operator:

YMCA OF GREATER VANCOUVER,  
 10 - 620 Royal Avenue,  
 New Westminster, British Columbia, V3M 1J2  
 Attention: Cathy Poole  
 Email: cathy.poole@gv.ymca.ca

### 30. **Enurement**

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

### 31. **Waiver**

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

### 32. **Headings**

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

### 33. **Further Assurances**

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

### 34. **Governing Law**

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

### 35. **Counterparts**

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

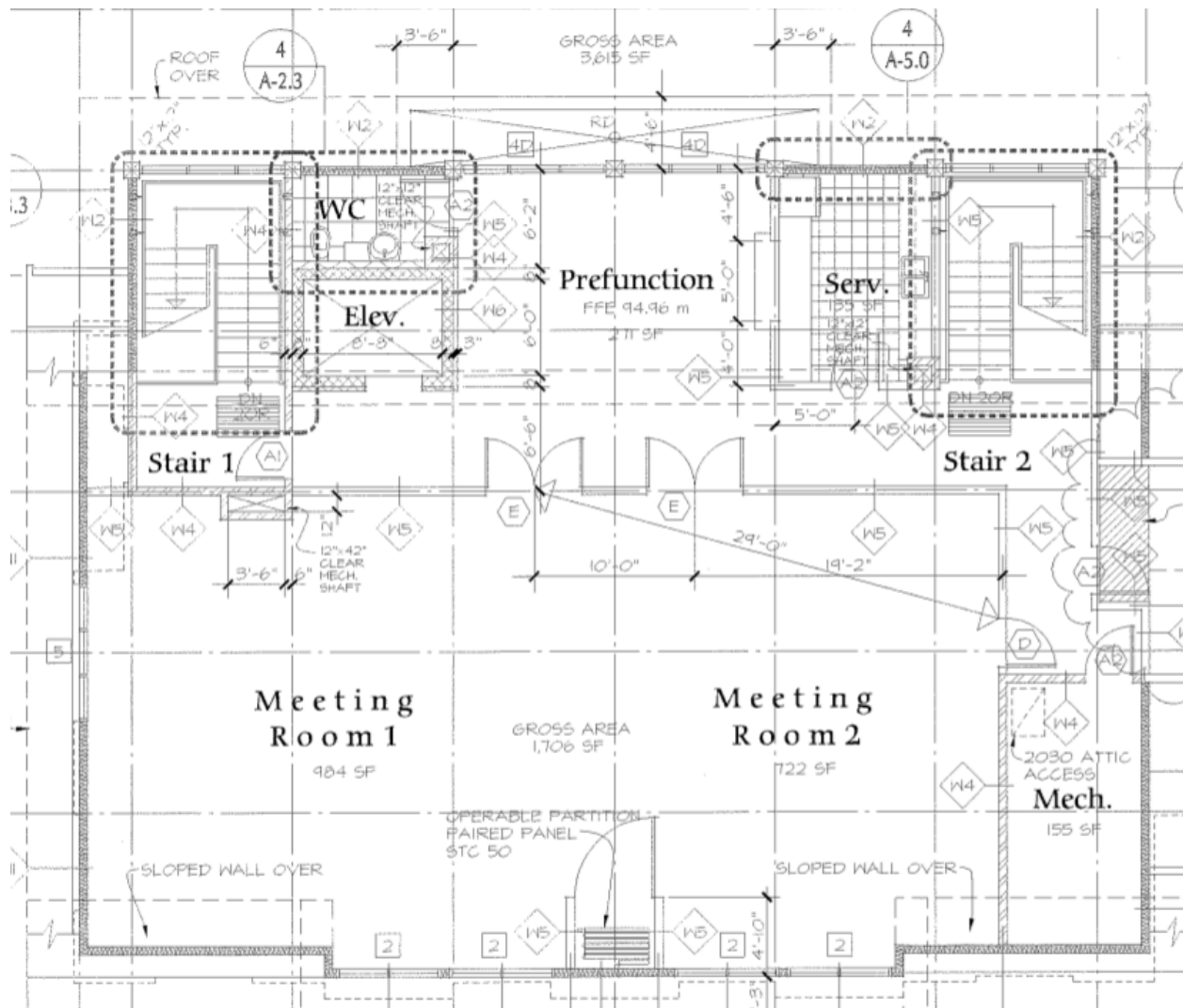
ACCEPTED AND AGREED TO by the UNA and the Operator

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

## Schedule "A"

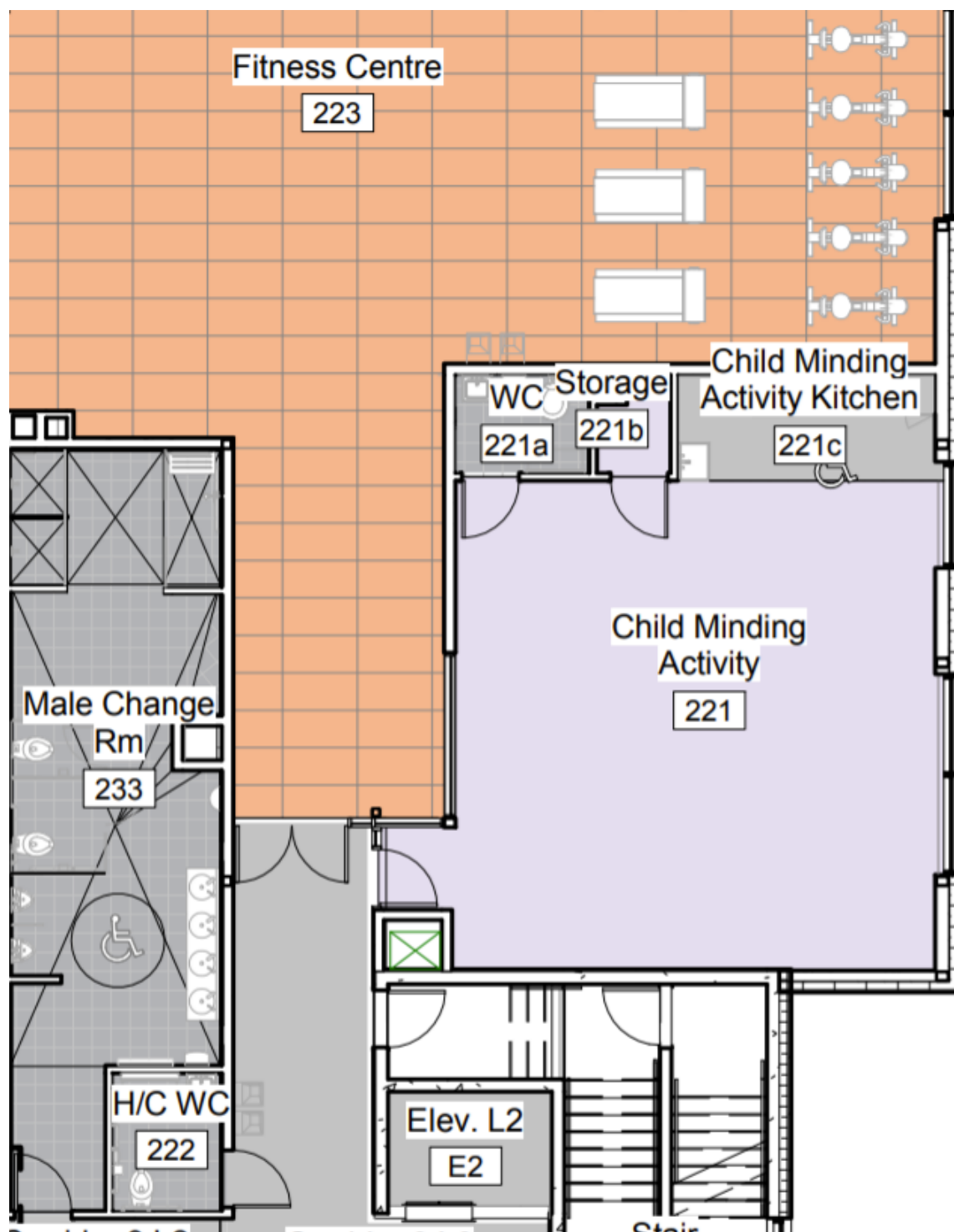
## Premises

## Old Barn Community Centre Meeting Room 1 and Meeting Room 2





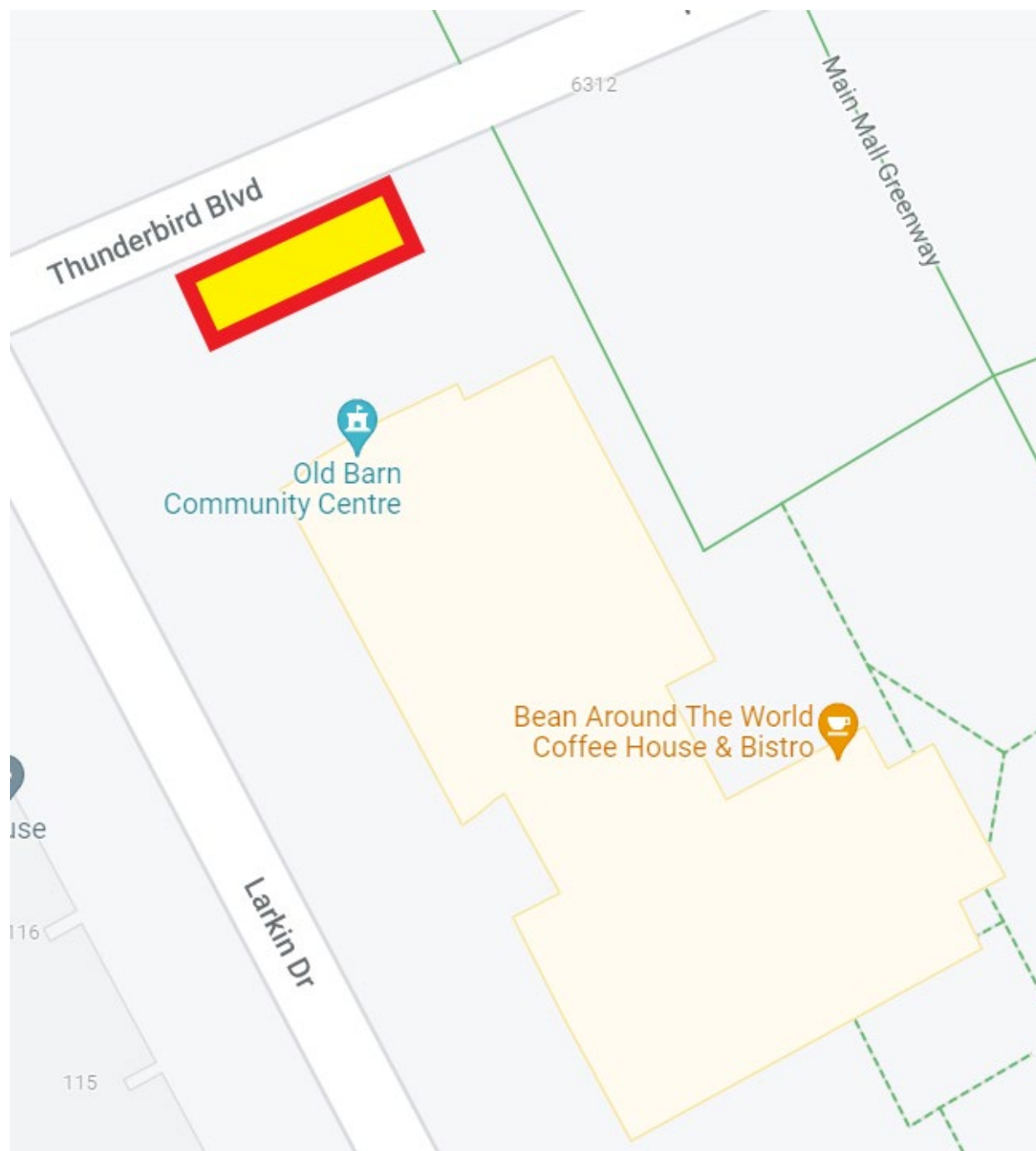
# Wesbrook Community Centre Childminding Room



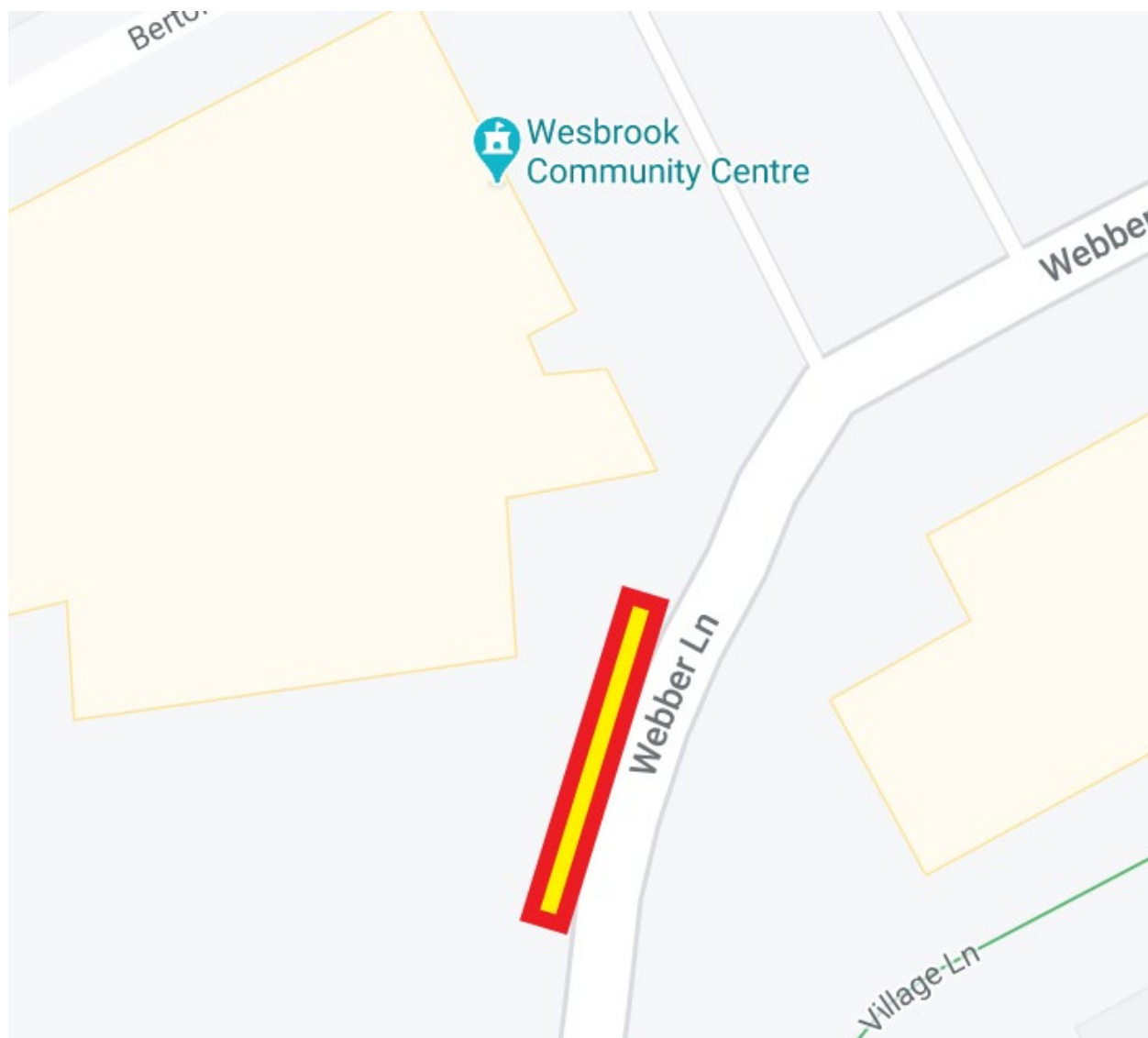
## Schedule “B”

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

## Old Barn Community Centre



## Wesbrook Community Centre



## Schedule "C"

**Form of Annual Budget**Westbrook Community Centre  
Revenue & Expense Budget 2022/2023Revenue:Ministry of Children and Family Development  
Child Care Operating Funding  
Child Care Fees

Total Revenue

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\$ 

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

Total Expenses

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\$ 

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Balance at Year End

\$





**Report Date:** September 12<sup>th</sup>, 2022  
**Meeting Date:** September 20<sup>th</sup>, 2022  
**From:** Wegland Sit, Operations Manager  
**Subject:** Vista Point Childcare Facility Sublicense and Operating Agreement Modification and Second Extension

---

### **Background**

The Vista Point Child Care sublicense agreement between the UNA and YMCA expired on December 31, 2021, and the UNA and YMCA entered into an extension agreement while the details of a new five-year agreement were being finalized.

A new five-year agreement was approved by the Board at their February meeting; however, despite agreeing to the new terms prior to the contract going to the Board, the YMCA subsequently advised that they would not sign the agreement, noting that the proposed increases in playground maintenance cost and future replacement project contained within the agreement would negatively affect YMCA's operations budget.

The YMCA has requested a further extension through to August 31, 2023 to facilitate YMCA's engagement with the government and the childcare parents to address the potential operational cost increase, prior to entering into a longer-term agreement.

### **Decision Requested**

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

### **Discussion**

The YMCA Vista Point Childcare facility accommodates up to 18 childcare spaces, from age three up to pre-school age children.

The original Vista Point Childcare sublicense agreement between the UNA and YMCA, expired on December 31, 2021. A subsequent temporary extension agreement was put in place in January 2022 to give the UNA and YMCA sufficient time to address issues found within the previous Vista Point sublicense agreement. This agreement remains in effect until the extension agreement presented in this board package (or another agreement) is executed.

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

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

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

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

The UNA successfully updated the agreement and corrected items that were raised by the legal team (as noted above). The agreement that went to the Board in February also contained the following amendments:

1. A new item was added, the inclusion of a playground equipment replacement calculation and the annual payment associated with that. The purpose of this addition was to enable the UNA to recover the cost for the eventual replacement of the playground equipment.
2. The agreement also included a new Schedule D, intended to provide a clear break down of items used in the operation of the childcare centre and who is responsible to perform the work and who is responsible to cover the cost for the work. The new Schedule D included the playground equipment line.
3. Finally, additional updates were made in Schedule C, as the original Schedule C is outdated. The new schedule C included UNA Staff's priority in the childcare waitlist as the 2<sup>nd</sup> highest priority on the waitlist. This will replace the original Schedule C and aligns this agreement with existing UNA Childcare Policy #02-6.

When the YMCA indicated that they were not going to sign the new agreement, staff had further discussions with YMCA management, and it was determined that the best path forward was a new extension through to August 31, 2022. This proposed new





agreement incorporates fixes to the important agreement deficiencies identified by the UNA legal team, and an updated Schedule C, while removing the items that precluded the YMCA signing off, specifically the playground maintenance cost, and the associated Schedule D.

This extension is intended to enable the YMCA to engage with the government and parents to address the expected operational cost increase in the future. The new agreement also provides the UNA an opportunity to align all future YMCA agreement term to end on the same date (August 31).

**Financial Implications**

None

**Operational Implications**

None

**Strategic Objective**

Community and Stakeholder Relations

**Attachments**

1. Vista Point Childcare Facility Sublicense and Operating Agreement Modification and Second Extension

**Concurrence**

1. Dave Gillis – Recreation Manager

Respectfully submitted,

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

Wegland Sit  
Operations Manager



UNIVERSITY  
NEIGHBOURHOODS  
ASSOCIATION

**UNA BOARD MEETING  
OPEN SESSION**

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

Sundance Topham  
Chief Administrative Officer

## CHILDCARE FACILITY SUBLICENCE AND OPERATING AGREEMENT MODIFICATION AND SECOND EXTENSION

THIS MODIFICATION AND EXTENSION AGREEMENT made with effect as of the 21 day of September, 2022.

BETWEEN:

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

("UNA")

AND:

**THE YMCA OF GREATER VANCOUVER**, a society incorporated under the Society Act with its administrative office at 10 – 620 Royal Avenue, New Westminster, British Columbia, V3M 1J2

(the "**Operator**")

### WHEREAS

- A. Pursuant to the terms of a Childcare Facility Sublicense and Operating Agreement dated effective April 1, 2016 between UNA and the Operator (the "**Sublicense and Operating Agreement**"), as extended by an Extension to Childcare Facility Sublicense and Operating Agreement dated January 1, 2022 (the "**First Extension**", which together with the Sublicense and Operating Agreement, are the "**Sublicense**"), UNA agreed to engage the Operator to operate the Childcare Facility within the Premises during the Term, and the Operator agreed to perform the foregoing obligations, all upon the terms and conditions more particularly set out in the Sublicense.
- B. UNA and the Operator agreed in the First Extension to extend the Term pursuant to the terms more particularly contained in the First Extension.
- C. UNA has agreed grant the Operator a further extension of the Term commencing on September 21, 2022 and expiring on August 31, 2023 (the "**Extension Period**"), and the Operator and UNA have agreed to modify the terms of the Sublicense, all on the terms more particularly set out herein.

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

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

Renewal Term option contained in the Sublicense which, as set out in the First Extension, the Operator is not entitled to exercise and is null and void.

3. The Sublicense is amended by adding new section 1.1(g) as follows:

**"Play Equipment"** means any kind of structure or apparatus which is customarily found in a park-like setting and with which a person may engage in play-like activities such as climbing, swinging, hanging, crawling, jumping, and stepping, whether over, across, under, through or upon, including, but not limited to, swings, slides, and climbing apparatus; and

4. The Sublicense is amended by adding new section 1.1(h) as follows:

5. **"Premises Play Equipment"** means the Play Equipment currently in place or installed during the Term within the Premises.

6. The Sublicense is amended by adding new section 3.4 as follows:

### **3.4 LICENSE**

The Operator acknowledges that the Premises have been licensed to UNA by UBC pursuant to the License, and covenants that the Operator has reviewed the License. The Operator covenants and agrees that it will not act or fail to act in any way that would cause UNA to be in breach of a term of the License, and for greater certainty, the Operator will comply with the rules and regulations adopted by UBC from time to time, including, but not limited to, with respect to the operation of the Property and the Premises. The Operator hereby agrees to indemnify, defend and save harmless UNA, its employees, officers, directors, affiliates, representatives, agents, and their respective successors and assigns (collectively, **"UNA Parties"**) from and against any and all losses, claims, damages, demands, fees (including legal fees and expenses on an indemnity basis), actions and causes of action, including those that UNA or UNA Parties may sustain, incur, suffer or be put to at any time, either before or after the expiration or termination of this Agreement, that arise out of the acts, errors, or omissions, including the negligent acts, errors or omissions of the Operator or those for whom the Operator is responsible, including, but not limited to, its sub-contractors, servants, agents, invitees, and employees (collectively, the **"Operator Parties"**) in connection with the License.

7. Section 4.3 is amended by adding a new section 4.3 (c) as follows:

(c) The Operator will, at the Operator's sole cost and expense repair and maintain in a good and substantial state of repair, satisfactory to UNA, the Premises Playground Equipment.

8. Section 4.10(b) of the Sublicense is hereby deleted and replaced as follows:

'after December 31, 2017, and in any extension to the Term, the Operator shall use its best efforts to charge market rates to Children, the median of which Childcare Facility rates will be based on the median, per-childcare space charge in the City of Vancouver, and the Operator acknowledges and agrees that such Childcare Facility rates must be satisfactory to UNA and be updated annually during the Term, as extended.

9. Section 4.11 of the Sublicense is hereby deleted and replaced as follows:

#### 4.11 OWNER'S COVENANTS

UNA agrees that it will repair and maintain the Building and the Childcare Facility in accordance with the terms of the Sublease and License. Notwithstanding the foregoing, UNA's obligation to maintain, repair and replace portions of the Building and the Childcare Facility in accordance with this Agreement is subject to the availability of funds budgeted by UNA for such purposes. In the event that UNA does not have sufficient funds required to perform necessary repairs or maintenance to keep the Building and the Childcare Facility in a safe and proper manner, UNA may terminate this Agreement without any further obligation to the Operator. UNA and the Operator agree that the repair, maintenance and replacement of the Building's systems (including, but not limited to, the heating, air-condition and ventilation system, plumbing and electrical systems) and structural elements (the "**UBCPT Repair Systems**") are the responsibility of UBC Properties pursuant to the Sublease, and UNA agrees that it will communicate those of the Operator's repair requests in connection with the UBCPT Repair Systems that UNA determines are reasonable to UBC Properties, but the Operator acknowledges and agrees that UNA cannot cause UBC Properties to make such repairs, that UNA will have no obligation to advocate on the Operator's behalf in connection with the foregoing, and that UNA will not be in default of any obligation to the Operator if UBC Properties does not address the concerns raised by the Operator to UNA in connection with the UBCPT Repair Systems.

10. Section 4.12(d) of the Sublicense is hereby modified by adding the words 'and any extensions to the Term' at the conclusion of the first sentence thereof.
11. Section 4.12(d) is hereby modified by adding the words 'and non-contributory' after the word 'primary' in the final sentence thereof.
12. Section 5.1 of the Sublicense is hereby amended by adding the following after the final sentence thereof:

Any and all alterations to the Premises will be undertaken by contractors and subcontractors satisfactory to, and approved in writing by, UNA prior to the commencement of alterations of any kind. No alterations to the Premises will be undertaken until the Operator has submitted or caused to be submitted to UNA such drawings, specifications (including the materials to be used), elevations (where applicable), locations (where applicable), exterior decoration and design and such other documentation and information as UNA may request in connection with such proposed alterations, and until all of the same have been approved in writing by UNA, in its sole discretion. In connection with any and all alterations to the Premises, the Operator covenants and agrees to comply with the Workers Compensation Act (British Columbia) (the "**WCA**") and all associated regulations, and, for the purposes of undertaking any alterations, the Operator acknowledges and agrees that it is deemed to be, and is hereby designated and appointed by UNA as, the "Prime Contractor" as that term is defined in section 118 of the WCA for the purposes of the WCA and related regulations, including the Occupational Health and Safety Regulation (the "**OHS Regulation**"), and the requirements and regulations of WorkSafeBC, and the Operator will in that capacity strictly comply with all requirements applicable to that designation, including, without limitation, those set forth in Division 3 of Part 3 of the WCA and in sections 20.2 and 20.3 of the OHS Regulation, as they may be amended from time to time.'

13. Section 7.3 is hereby deleted and replaced as follows:

### 7.3 DEFAULT AND TERMINATION

If the Operator:

- (a) fails or neglects to make any payment due to UNA, in accordance with the terms of this Agreement; or
- (b) fails or neglects to cure any default of any of the other terms, covenants, agreements, or conditions herein on its part to be observed, kept or performed, within 15 days after UNA gives to the Operator written notice of such default; or
- (c) uses the Premises for a purpose other than the Permitted Use; or
- (d) assigns, sublicenses, parts with possession of all or any part of the Premises or allows the Premises to remain vacant for a period of ten (10) days; or
- (e) 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 the term of this Agreement, or any of the goods and chattels of the Operator are seized or taken in execution or attachment by a creditor of the Operator; or
- (f) abandons the Premises,

then, in each event, UNA may immediately terminate this Agreement and take possession of the Premises. Upon any termination of this Agreement, the Operator shall forthwith vacate the Premises leaving the Premises in the state in which it is required to be maintained by this Agreement, and for greater certainty, shall make good any and all damage to the Premises, to satisfaction of UNA, all in accordance with the terms of this Agreement, including, but not limited to, Section 4.3 and Section 5.1.

- 14. Section 7.5 is hereby deleted in its entirety.
- 15. Section 7.6 is hereby deleted in its entirety.
- 16. Section 8.2 of the Sublicense is hereby modified by deleting the words:

'to the Attention of the Executive Director  
Email: johanne.blenkin@myuna.ca'

with the following:

'to the attention of the Chair of UNA Board of Directors  
Email: richard.watson@myuna.ca'

- 17. Schedule C of the Sublicense is hereby deleted and replaced as follows:

### **SCHEDULE C**

#### **Priority**

#### **Enrollment: Priority Groups**

When spaces become available the following children will have priority in the order listed below:

1. **First Priority:** children of families who are residents of UNA neighbourhoods but who do not have an affiliation with UBC;
  2. **Second Priority:** children of families who are full-time employees of UNA;
  3. **Third Priority:** children of families who are residents of UNA neighbourhoods and who have an affiliation with UBC;
  4. **Forth Priority:** children of families who are not residents of UNA neighbourhoods but who have an affiliation with UBC; and
  5. **Fifth Priority:** all other children.
18. This Agreement is expressly made a part of the Sublicense to the same extent as if incorporated in the Sublicense, and the parties agree that all agreements, covenants, conditions, and provisos contained in the Sublicense, except as amended in this Agreement, will be and remain unamended and in full force and effect during the Extension Period. UNA and the Operator acknowledge and agree to perform and observe, respectively, the obligations of UNA and the Operator under the Sublicense as extended and amended hereby. UNA and the Operator hereby confirm and ratify the Sublicense and the extension of the Term.
19. Time is and shall remain of the essence of the Sublicense and this Agreement.
20. This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and assigns.
21. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and each of the parties hereby irrevocably attorns to the exclusive jurisdiction of the Courts of British Columbia.
22. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered to all of the parties shall be deemed to be and shall be read as a single agreement. This Agreement may transmitted by PDF facsimile or other electronic means, and if so transmitted this Agreement will be for all purposes as effective as if the parties had delivered an executed original Agreement. This Agreement may also be executed electronically by the parties.

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

**UNIVERSITY NEIGHBOURHOODS** )  
**ASSOCIATION** by its authorized )  
signatories: )  
\_\_\_\_\_)  
Authorized Signatory )  
Name: )  
Title: )



**THE YMCA OF GREATER VANCOUVER** )  
by its authorized signatories: )  
 )  
 )  
\_\_\_\_\_)  
Authorized Signatory )  
Name: )  
Title: )



**Report Date:** September 9, 2022  
**Meeting Date:** September 20, 2022  
**From:** Sundance Topham, Chief Administrative Officer  
**Subject:** Election Signage and the UNA

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## Background

The local government election season is underway, with local government and school trustee elections on October 15, 2022. This report summarizes the existing UNA policy for election signage in the UNA neighbourhoods and attaches information provided by UBC on their processes.

## Decision Requested

For information

## Discussion

On October 15, 2022, British Columbians will go to the polls to elect representatives for municipalities, regional districts, boards of education, parks boards, local community commissions, and Islands Trust areas. The Campaign Period runs September 17 to October 15 and General Voting Day is October 15.

While UNA residents do not elect any municipal representatives, the UNA neighbourhoods are located in Electoral Area A and are represented by a Director on the Metro Vancouver Regional District Board – residents also vote for school trustees.

The UNA has an existing policy that does not permit election signage in the UNA public realm for local government elections (attached as Schedule A).

Election/political signage is not permitted in the public realm of the UNA's five neighbourhoods – Chancellor Place, East Campus, Hampton Place, Hawthorn Place and Wesbrook Place including, but not limited to:

- the area between the sidewalk and the street
- boulevards or street centre medians
- utility or any street poles
- structures such as utility or post boxes
- sidewalks, greenways and roadways
- parks



Unless the Board directs otherwise this will be the policy followed by staff in relation to election signage for the upcoming election.

The UBC 2022 BC General Local Elections Guide has also been attached for information.

### **Financial Implications**

None

### **Operational Implications**

Administering the Elections Signage Policy will entail utilizing staff resources to respond to complaints in relation to signage and to remove signage and liaise with candidate representatives.

### **Strategic Objective**

Community and Stakeholder Relations

### **Attachments**

1. Schedule A – UNA Election Signage Policy 01-12
2. Schedule B – UBC 2022 BC General Local Elections Guide

### **Concurrence**

1. 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

<b>SUBJECT: MEETING OF THE UNA BOARD: ELECTION SIGNAGE POLICY</b>	
<b>CATEGORY: ADMINISTRATION</b>	<b>POLICY #: 01-12</b>

## POLICY STATEMENTS

There is currently no bylaw within the UNA’s five neighbourhoods located on the campus of the Vancouver Campus of the University of British Columbia that regulates election/political signage. However, the UNA Board of Directors respectfully asks that candidates running in a local, provincial or federal election refrain from placing political/election signage in the ‘public realm’ of UNA neighbourhoods.

To help a candidate to adhere to this policy during the upcoming election period, the following is the UNA’s approach to managing political/election signage.

Election/political signage is not permitted in the public realm of the UNA’s five neighbourhoods – Chancellor Place, East Campus, Hampton Place, Hawthorn Place and Wesbrook Place including, but not limited to:

- the area between the sidewalk and the street
- boulevards or street centre medians
- utility or any street poles
- structures such as utility or post boxes
- sidewalks, greenways and roadways
- parks

**Exception:** Election/political signage is permitted in the UNA five neighbourhoods during an election only between the backs of sidewalks and the adjoining private property, if the owners of the private property have given their permission.

**Impounding of signs:** All improperly placed signs and posters in UNA public realm will be impounded and stored at the UNA Offices, at 202-5923 Berton Avenue at the expense of the party/candidate. If a sign is removed, it can be recovered from this location from 8:30am-4:30pm on weekdays. The impoundment charge per sign or display will be based on the amount of staff and equipment required for removal.

Signs on private property are permitted if they meet the bylaws or regulations of the strata or rental building and permission has been given by the owner.

### RELATED POLICIES

N/A

### APPROVAL HISTORY

<b>ISSUED BY:</b> Board of Directors	<b>APPROVED BY:</b> Board of Directors	<b>DATE:</b> 2017/04/11
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# 2022 BC GENERAL LOCAL ELECTIONS GUIDE

AUGUST 2022

PREPARED BY UBC GOVERNMENT RELATIONS

<b>SUMMARY</b>	<b>1</b>
<b>KEY UBC CONTACTS</b>	<b>1</b>
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## SUMMARY

- On **Oct. 15, 2022**, British Columbians will go to the polls to elect new representatives for municipalities, regional districts, boards of education, parks boards, local community commissions, and Islands Trust areas.
- The Election Period begins **Jan. 1, 2022**; the Pre-Campaign Period runs **July 18 to September 17**, the Campaign Period runs **Sept. 17 to Oct. 15**, and General Voting Day is **Oct. 15**.
- UBC encourages the university community to participate in the democratic process, engage in political discourse, vote, and run for political office.
- The election period in no way affects UBC's commitment to academic freedom nor the ongoing discussion around freedom of expression on UBC campuses.
- As a publicly funded post-secondary institution, UBC is non-partisan and politically neutral.
- University administrators should ensure that they do not present their personal or academic position on a political matter as that of the institution.
- UBC staff should be mindful of what constitutes political donations and election advertising, ensuring that public funding and resources are not directed to this type of activity.

## KEY UBC CONTACTS

UBC Vancouver	UBC Okanagan
<b>For questions pertaining to election activities or posting of notices and signs at student residences:</b>	
Lakshmi Sangaranarayanan, Director, Student Residence, Student Housing & Hospitality Services 604-822-5779   <a href="mailto:Lakshmi.sangar@ubc.ca">Lakshmi.sangar@ubc.ca</a>	Shannon Dunn, Director, Business Operations 250 807 9102   <a href="mailto:shannon.dunn@ubc.ca">shannon.dunn@ubc.ca</a>
<b>For questions pertaining to on-campus election-related events</b>	
Arlene Chan, Events and Film Liaison, Campus and Community Planning 604-822-6555   <a href="mailto:arlene.chan@ubc.ca">arlene.chan@ubc.ca</a>	Marten Youssef, AVP University Relations 778-594-7188   <a href="mailto:m.youssef@ubc.ca">m.youssef@ubc.ca</a>
<b>For questions pertaining to the University Neighbourhoods Association</b>	
Sundance Topham, CAO, UNA 604-827-5317	N/A
<b>For questions pertaining to the posting of notices and signs on campus</b>	
UBC Vancouver Building Operations: 604-822-2172	UBCO Facilities Management: 250-807-9272
<b>For all other inquiries</b>	
Nav Sanghera, Government Relations Officer 778-938-8445   <a href="mailto:navjot.sanghera@ubc.ca">navjot.sanghera@ubc.ca</a>	Adam Schubel, Communications and Government Relations Officer: 250-807-8150   <a href="mailto:adam.schubel@ubc.ca">adam.schubel@ubc.ca</a>



## CONTEXT

On **October 15, 2022**, British Columbians will go to the polls to elect new representatives for municipalities, regional districts, boards of education, parks boards, local community commissions, and Islands Trust areas. This document is meant to address frequently asked questions and concerns during election periods, including questions pertaining to the university's non-partisan position, restrictions on the use of the UBC brand, what constitutes election advertising or donations, election signs and canvassing on campus.

### ELECTION OVERVIEW & TIMELINE

The election period for a general local election consists of a nomination period, a pre-campaign period and a formal campaign period where various nomination and advertising rules apply.

Unlike provincial elections, Elections BC does not administer voting or candidate nominations for local elections. Voting and ballots are instead managed and administered by Local Chief Election Officers; School Board Trustees are administered by the Ministry of Education. Elections BC administers campaign financing, election advertising and elector organization registration rules.

There are a number of recording, reporting and disclosure requirements that apply to candidates, elector organizations and third-party sponsors during the election period.

The campaign period for a general local election begins on the 28th day before the general voting day and ends on the close of general voting day. Campaign financing rules apply during the campaign period for candidates, elector organizations and third-party sponsors. New for this election introduced in the *New Rules for the 2022 General Local Elections*, includes the introduction of a pre-campaign period during which rules apply to third-party election advertising, sponsorship contribution limits to contributions made from eligible individuals to third-party sponsors, and new rules for elector organizations or local political parties (see section on "Election advertising and political contributions").

#### Key Dates for the 2018 General Local Elections

<b>Election period</b> <i>The period that begins on January 1 and ends on the 29th day before General Voting Day.</i>	Saturday, January 1, 2022 – Friday, September 16, 2022
<b>Nomination period</b> <i>The period for local election officials to receive nominations.</i>	Tuesday, August 30, 2022 – Friday, September 9, 2022
<b>Pre-Campaign period</b> <i>Third-party advertising rules apply during this period.</i>	July 18, 2022 – Saturday, September 17, 2022
<b>Campaign period</b> <i>The period that begins on the 28th day before General Voting Day and ends at the close of voting on General Voting Day.</i>	Saturday, September 17, 2022 – Saturday, October 15, 2022
<b>General Voting Day</b>	Saturday, October 15, 2022

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## UBC RIDINGS

UBC's two main campuses are located in the following municipalities:

- UBC Point Grey campus is located in **Electoral Area A** and is represented by a Director on the Metro Vancouver Regional District Board.
- UBC Okanagan campus is located in the **City of Kelowna**.

UBC education and research activities are conducted across B.C. communities. Specific municipalities and regional districts can be identified at: <https://www.civicinfo.bc.ca/directories>.

At the time of distribution of this document (August 15), voting places have not yet been established.

## ACADEMIC FREEDOM

The document is intended to be interpreted in a way that is consistent with UBC's commitment to academic freedom, which states:

*The members of the University enjoy certain rights and privileges essential to the fulfilment of its primary functions: instruction and the pursuit of knowledge. Central among these rights is the freedom, within the law, to pursue what seems to them as fruitful avenues of inquiry, to teach and to learn unhindered by external or non-academic constraints, and to engage in full and unrestricted consideration of any opinion.*

*This freedom extends not only to the regular members of the University, but to all who are invited to participate in its forum. Suppression of this freedom, whether by institutions of the state, the officers of the University, or the actions of private individuals, would prevent the University from carrying out its primary functions. All members of the University must recognize this fundamental principle and must share responsibility for supporting, safeguarding and preserving this central freedom.*

*Behaviour that obstructs free and full discussion, not only of ideas that are safe and accepted, but of those which may be unpopular or even abhorrent, vitally threatens the integrity of the University's forum. Such behaviour cannot be tolerated.<sup>1</sup>*

## UBC'S NON-PARTISAN POSITION

The university encourages students, faculty, and staff to engage in the democratic process, including running for public office, engaging in public debate and discourse, and executing their right to vote.

University students, faculty, and staff should in no way be discouraged from expressing their perspectives and opinions as it relates to positions taken by parties or candidates, or in any other instance.

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<sup>1</sup> <http://www.calendar.ubc.ca/Vancouver/index.cfm?tree=3,33,86,0>

As a publicly funded institution, UBC is non-partisan and non-political, as enshrined in the University Act.<sup>2</sup> This is particularly relevant during the Election and Campaign periods, and in the weeks following the result.

The university and its administrators (when acting in a capacity that can be reasonably viewed as representative of the institution) must not act in a way that could be construed as promoting, endorsing or opposing a candidate or party or promoting or endorsing *a position closely associated with that of a candidate or party*. Certain activities that promote, endorse or oppose political positions could be categorized as election advertising, or in some cases, political contributions. Both election advertising and political contributions have specific limitations and rules (see below for more information), and the institution must not engage in these activities in order to maintain the institution's non-partisan status.

## UBC TRADEMARK AND POLITICAL AFFILIATION

UBC's trademarks and logos can only be used by a third-party (such as a candidate or political party) with proper consideration, authorization and license issued through the Office of the University Counsel, where appropriate, in accordance with UBC Policy #110.<sup>3</sup>

However, due to UBC's non-partisan position, it is not permissible to use UBC's trademarks and logos alongside or in affiliation with a political party, candidate or platform or any related distributed materials (i.e., campaign leaflet). Accordingly, UBC's Events and Film Liaison will ensure that any third-party permitted to film on UBC's campuses during the Election and Campaign periods, are prohibited from filming specific exterior and interiors of the buildings, facilities and certain areas of the campuses that feature UBC's trademarks and logos.

## ELECTION ADVERTISING AND POLITICAL CONTRIBUTIONS

UBC staff should be mindful of what constitutes election advertising and political contributions and the implications of such activity. The institution must not engage in these activities.

### THIRD-PARTY ADVERTISING

Third-party election advertising is any election advertising not sponsored by, or on behalf of, a registered political party, registered constituency association or candidate and involves:

*"...the transmission to the public by any means, during the campaign period for an election, of any of the following:*

*(a) a communication that promotes or opposes, directly or indirectly,*

*(i) the election of a candidate, or*

*(ii) an elector organization that is endorsing a candidate or is an established elector organization, including a communication that takes a position on an issue with which the candidate or elector organization is associated;*

*(b) assent voting advertising that is election advertising under section 8 (3) [assent voting advertising that is election advertising];*

*(c) any other communications prescribed by regulation.*

*Subject to any applicable regulations, election advertising does not include the following:*

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<sup>2</sup> [University Act \(s66.1\)](#)

<sup>3</sup> <http://universitycounsel.ubc.ca/files/2010/08/policy110.pdf>

- (a) the publication without charge, in a bona fide periodical publication or a radio or television program, of news, an editorial, an interview, a column, a letter, a debate, a speech or a commentary;*
- (b) the distribution of a publication, or the promotion of the sale of a publication, for no less than its market value, if the publication was planned to be sold whether or not there was to be an election or assent voting;*
- (c) the transmission of a communication directly by an individual or organization to the employees, members or shareholders of the individual or organization;*
- (d) the transmission of an expression by an individual, on a non-commercial basis on the internet, by telephone or by text messaging, of his or her personal views;*
- (e) any other transmissions prescribed by regulation.”<sup>4</sup>*

This in no way applies to individuals’—staff, faculty or students—rights to freely express their positions, whether they are associated with a candidate or registered political party or not. It only applies to UBC in so far as it involves the use of public funds or implicates the institution as a third-party advertiser.

For example, the university or one of its faculties or units paying for an advertisement on the internet with a placement cost such as pay-per-click ads, a Facebook ad, or a promoted post on an election issue such as encouraging students to “make their voice heard” on building the Skytrain to UBC, or an online boosted post promoting greater housing density in Vancouver could constitute as third-party election advertising. This practice must be avoided to maintain the university’s neutral position.

### **Types of Third-Party Advertising**

There are two types of third-party advertising: directed advertising and issue advertising. Directed advertising is third party advertising that identifies a candidate, includes a photo or likeness of a candidate or identifies a candidate by voice or physical description. Directed advertising also includes advertising that names an elector organization or includes a logo or likeness of a logo used by the elector organization.

Issue advertising is third party advertising about an issue of public policy that a candidate or elector organization is associated with, but does not name the candidate or elector organization. It also includes advertising that takes a position on an assent voting question that is held in conjunction with an election.<sup>5</sup>

As a non-partisan, non-political entity UBC faculties and units should not engage in third-party advertising. Third party advertisers are subject to a number of stringent requirements such as:

- Registering with Elections BC before conducting any advertising,
- Including their name and contact information on all advertising,
- Be independent and not sponsor advertising on behalf of, or together with, a candidate or elector organization,
- Not spend more than the [expense limits](#), and
- File a disclosure statement according to the Local Elections Campaign Financing Act.

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<sup>4</sup> Local Elections Campaign Financing Act, <http://www.bclaws.ca/civix/document/id/lc/statreg/14018#section7>

<sup>5</sup> Assent voting is often referred to as a referendum, and involves asking electors to cast a vote on a local government bylaw or other matter specified in legislation. Assent of the electors is achieved if a majority of votes counted are in favour of the bylaw or question.

Campaign and assent voting communications transmitted **before** the pre-campaign period are not election advertising. These activities are allowed and do not require sponsorship information.

*NB: While Elections BC does not administer voting or candidate nominations at the local level (Local Chief Election Officers are responsible for administering ballots, etc.) they are responsible for advertising rules.*

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## CAMPAIGN CONTRIBUTIONS

According to the *Guide to Local Elections Campaign Financing in B.C. for Candidates*, a campaign contribution is, "...the value of any money, property or services provided without compensation to a candidate for campaign use."<sup>6</sup>

As stated, UBC must maintain its political neutrality and must not contribute to political campaigns. In any case, under new campaign financing rules enacted in 2017, campaign contributions from organizations, corporations and unions are prohibited.

A UBC employee using a UBC computer to print party promotional material could be interpreted as a political contribution from the university. Providing UBC venue space to a political candidate or party for free or at a discounted rate may also constitute a political contribution (see *Campus Events* below for more detail on this example).

Furthermore, UBC Policy #84 (s3.1) expressly forbids entertainment expenses incurred for political party activities, events or other partisan purposes.<sup>7</sup> This policy restricts, for example, UBC staff from attending a political party fundraiser and claiming costs—such as those incurred for food, beverages, and social or recreational activities—as university expenses.

## CAMPUS ACTIVITY DURING THE ELECTION AND CAMPAIGN PERIODS

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### POSTING OF NOTICES, POSTERS AND SIGNS

Residents of university accommodations are permitted to post election signs within the boundary of their premises as set out in their tenancy agreement. However, UBC Policy #120 stipulates that "under no conditions may posters or unauthorized signs be attached to walls of corridors, classrooms, or public spaces or attached to equipment." Furthermore, "notices, posters, bills, or like materials will not be attached to building exteriors."<sup>8</sup> Building Operations (UBCV) or Facilities Management (UBCO) is responsible for removal of signs or posters not posted in accordance with this policy.

Note that election advertising and campaigning of any sort is prohibited within 100 metres of a voting place. This includes displaying signs, posters, flyers, bumper stickers on vehicles parked outside the voting place, badges worn by supporters, canvassing or soliciting votes, or otherwise trying to influence electors to vote for a particular candidate. Furthermore, election advertising is prohibited on voting day, October 15. For further questions related to posting election signs, please contact UBC Vancouver Building Operations at 604-822-2172 and/or UBCO Facilities Management at 250-807-9272.

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<sup>6</sup> [Guide to Local Elections Campaign Financing in B.C. for Candidates](#)

<sup>7</sup> <http://universitycounsel.ubc.ca/files/2012/06/policy84.pdf>

<sup>8</sup> <http://www.universitycounsel.ubc.ca/files/2010/08/policy120.pdf>

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## CAMPUS EVENTS

Third-parties, including political parties, may book space on campus in accordance with UBC Policy #107, which states,

*“UBC Land and Facilities include various forms of Bookable Space, including: academic spaces, such as classrooms, laboratories and studio spaces; multi-use spaces, such as atriums and meeting rooms; administrative spaces, such as offices; commercial spaces; and outdoor spaces. It is a UBC priority to utilize all such indoor and outdoor spaces to meet UBC’s mandate and to support the creation of a vibrant campus, year round.”<sup>9</sup>*

Political parties and candidates **must conform to the normal booking procedure, including the fee structure.** Waived or discounted fees may be construed as election advertising or political contributions. *See above for more detail on election advertising and political contributions.* Political parties must also conform to UBC Policy #110 (see above), which states that it is not permissible to use UBC’s trademarks and logos alongside or in affiliation with a political party or platform or any related distributed materials.

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## CANVASSING ON UNIVERSITY PROPERTY

### CANVASSING IN OUTDOOR SPACES AT UBC

Candidates and their representatives are free to distribute material on campus and interact with the university community. However, if they intend to set-up a booth or table for campaigning purposes, candidates or representatives must first apply for permission through the outdoor event booking process via UBC Campus and Community Planning, as is the case for any individual or group wishing to occupy outdoor space at UBC.

- Vancouver campus: <http://planning.ubc.ca/vancouver/news-events/outdoor-event-booking>
- Okanagan campus: <http://cbo.ok.ubc.ca/rooms.html>

### CANVASSING IN STUDENT RESIDENCES

The BC Residential Tenancy Act does not apply to accommodations owned by educational institutions. The university is therefore not obligated to allow access to candidates or their representatives for the purposes of canvassing. However, candidates and their representatives may arrange for permission to canvass in student residence buildings by contacting UBC student residence’s Residence Life Manager at least 48 hours in advance of the requested canvass time.

The Residence Life Manager will, at their discretion, authorize access to residence buildings, provide student residents with reasonable notice that a candidate’s representatives will be canvassing in their residence on specific dates and times, and proactively address resident concerns regarding safety, security, or perceived suspicious activity.

If a candidate or their representatives wish to host a staffed promotional table in a student residence commons block building, they must contact the Associate Director Residence Life for Vancouver campus at 604-827-1730 and/or Director at the Okanagan campus at 250 807 9102. Arrangements must be made at least 48 hours (2 business days) in advance of the requested booking.

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<sup>9</sup> <http://universitycounsel.ubc.ca/files/2015/02/policy107.pdf>

## OTHER RESOURCES

- [Index of UBC policies](#)
- [Voter's Guide](#)

### Relevant Acts:

- [Local Government Act](#)
- [Local Election Campaign Financing Act](#)
- [Community Charter](#)
- [Vancouver Charter](#)
- [School Act](#)
- [Offence Act](#)
- [The University Act](#)



**Report Date:** August 31<sup>st</sup>, 2022  
**Meeting Date:** September 8<sup>th</sup>, 2022  
**From:** Athena Koon, Finance Manager  
**Subject:** Fiscal 2022/23 Q1 Financial Result

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## Background

Financial report highlights for fiscal 2022/23 Q1 are as follows:

### Revenue

- Actual Neighbours Levy for 2022/23 is \$7,406,759, which is \$132K more (+1.8% variance) compared to our original budget amount.
- Notice received for Fire services fee had a total cost of \$1,584,391 which is \$208K over budget. All the variances will have an impact to the quarterly installment we bill UBC and will be adjusted later in the year around Q4.
- Total Recreation and Culture Revenue for Q1 is only at 21% (instead of 25% compared to our annual budget), due mainly to most of the facility rentals and fitness membership occurring only during fall and winter. Programming revenues are on target and fields booking also up for the seasons.
- Interest revenue was significantly higher than budget due to interest rate have been up for the last few months. This results a higher miscellaneous revenue at the Other Revenue section.
- External grants and funding like the Canada Summer Job for youth which accounts for most of the budget will only be received in Q3.
- Total funding sources and revenue at the end of the 1<sup>st</sup> quarter was overall at 24% which is very close to the budget and there are no concerns at this point.

### Expenditures

Total expenditures at the end of Q1 were around 20% compared to budget.

- Total Engineering and Operations Services was at 21% of the budget.

- General Maintenance costs were low as some major projects will only start later in the year.
  - Majority of the Road, Gutter and Sidewalk Maintenance budget includes snow removal which will only happen in the winter months.
  - Other Common Area cost were high due to storm clean up billing by UBCPT.
- Total Recreation & Culture Services was at 20% of budget for Q1:
- For fields, major maintenance work normally happens in Q3 onward and expenses will pick up by then.
  - Programming costs were low - mainly due to timing differences of the billing cycle.
  - Community Access fees are significantly lower due to the Vancouver Public Library (VPL) charging 46% lower than budgeted. The annual provision of VPL is based on the prior year's usage number and due to part of 2021/22 were still impacted by the pandemic, the library usage number was low and resulted in a much lower annual fee for 2022/23.
  - Community support was in a credit position mainly due to timing issue. Expenses should pick up later in the year.
- Total General Operations Services expenses was at 21% of budget for Q1.
- Sustainability expenses were low due to changes in the scope and timing of planned projects.
  - Professional fees were lower mainly due to timing issue.

### Decision Requested

For Information

## Discussion

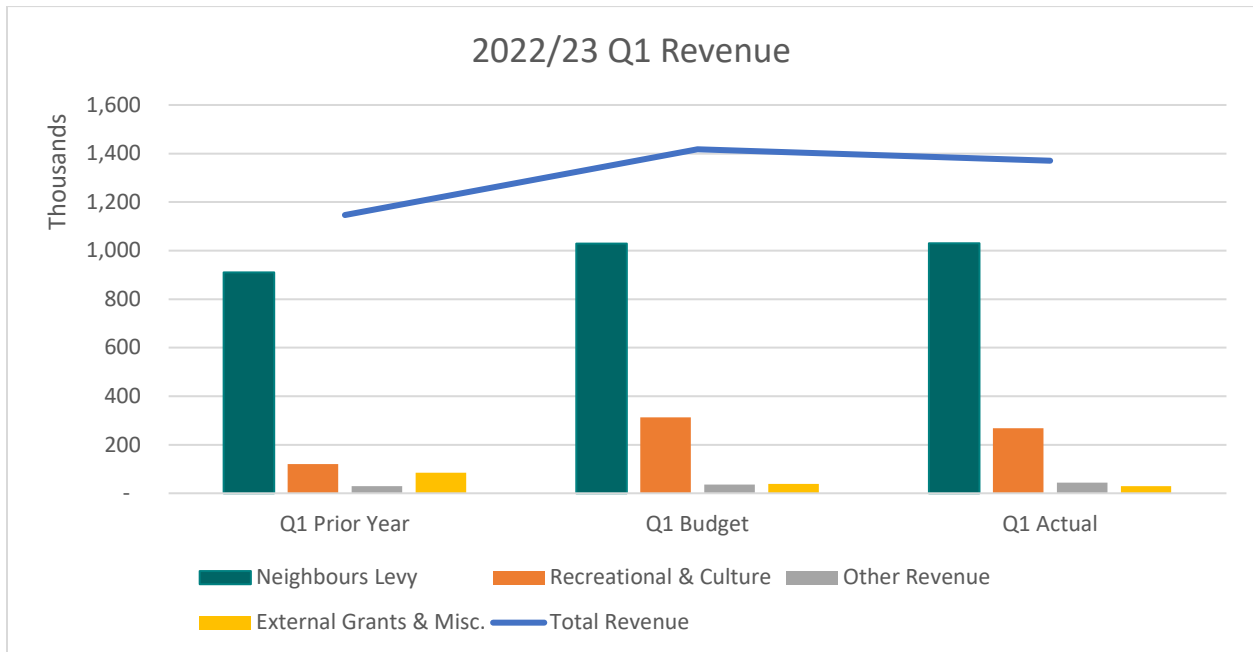
	2022-23 BUDGET	2022-23 Q1 Budget (at 25%)	% YTD Act/Bud	Year to Date:	
				Actual	Prior Year
<b>FUNDING SOURCES</b>					
Neighbours Levy (Service Levy & GMSL)	7,275,000	1,818,750	25%	1,818,750	1,603,750
<b>Contributions to Reserves (Outgoing Funds)</b>					
Infrastructure Replacement Fund	(174,600)	(43,650)	25%	(43,650)	(38,490)
Capital Replacement Fund	(87,300)	(21,825)	25%	(21,825)	(19,245)
Rate Stabilization Fund	(72,750)	(18,188)	25%	(18,188)	(16,038)
UNA/VSB Playing Field Replacement Reserve	(60,000)	(15,000)	25%	(15,000)	(15,000)
<b>Total Contributions to Reserves</b>	<b>(394,650)</b>	<b>(98,663)</b>	25%	<b>(98,663)</b>	<b>(88,773)</b>
<b>Deductions</b>					
<b>Engineering &amp; Operations Services</b>					
Water & Sewage	(627,446)	(156,862)	25%	(156,862)	(140,963)
Fire Services Fee	(1,376,039)	(344,010)	25%	(344,010)	(327,628)
<b>Total Engineering &amp; Operations Services</b>	<b>(2,003,485)</b>	<b>(500,871)</b>	25%	<b>(500,871)</b>	<b>(468,591)</b>
<b>Recreation &amp; Culture Services</b>					
Athletics Access Fee	(689,391)	(172,348)	25%	(172,348)	(120,281)
<b>General Operation Services</b>					
GST (unrecoverable)	(69,753)	(17,438)	25%	(17,438)	(15,281)
<b>Total Neighbours Levy &amp; Reserves</b>	<b>4,117,721</b>	<b>1,029,430</b>	25%	<b>1,029,430</b>	<b>910,824</b>
<b>Total Neighbours Levy &amp; Reserves Available</b>	<b>4,117,721</b>	<b>1,029,430</b>	25%	<b>1,029,430</b>	<b>910,824</b>
<b>REVENUE</b>					
Neighbours Levy Received	4,117,721	1,029,430	25%	1,029,595	910,824
<b>Recreation &amp; Culture</b>					
Wesbrook Community Centre	398,675	99,669	11%	45,655	14,799
Old Barn Community Centre	132,924	33,231	20%	27,239	11,532
Programming	621,431	155,358	26%	162,234	63,558
Playing Fields & Park Rentals	99,250	24,813	33%	32,384	30,788
<b>Total Recreation &amp; Culture</b>	<b>1,252,280</b>	<b>313,070</b>	21%	<b>267,512</b>	<b>120,677</b>
<b>Other Revenue</b>					
Parking	128,000	32,000	28%	36,036	25,511
Miscellaneous	17,800	4,450	45%	8,041	4,428
<b>Total Other Revenue</b>	<b>145,800</b>	<b>36,450</b>	30%	<b>44,077</b>	<b>29,939</b>
<b>Grants &amp; Other Funding</b>					
External Grants & Miscellaneous	154,110	38,528	19%	29,591	85,103
<b>TOTAL REVENUE</b>	<b>5,669,911</b>	<b>1,417,478</b>	24%	<b>1,370,776</b>	<b>1,146,543</b>

	2022-23	2022-23	%	Year to Date:	
	BUDGET	Q1 Budget (at 25%)	YTD Act/Bud	Actual	Prior Year
<b>EXPENDITURES</b>					
<b>Engineering &amp; Operations Services</b>					
Parking & Emergency Management	161,711	40,428	15%	24,056	28,281
General Maintenance	93,200	23,300	12%	11,403	716
Common Area Maintenance Fees					
Landscaping	417,089	104,272	23%	94,540	92,487
Road, Gutter and Sidewalk Maintenance	51,000	12,750	9%	4,574	618
Streetlights	53,000	13,250	24%	12,524	11,971
UBCPT Management Fees	80,000	20,000	25%	20,000	20,000
Electricity	95,000	23,750	21%	20,339	18,280
Other Common Area Maintenance Costs	50,000	12,500	46%	22,784	5,846
<b>Total Engineering &amp; Operations Services</b>	<b>1,001,000</b>	<b>250,250</b>	<b>21%</b>	<b>210,222</b>	<b>178,198</b>
<b>Recreation &amp; Culture Services</b>					
Fields	18,000	4,500	6%	1,114	1,129
Wesbrook Community Centre	489,242	122,311	21%	101,137	80,938
Old Barn Community Centre	208,284	52,071	26%	55,049	40,038
Recreation Salaries & Benefits	1,154,995	288,749	20%	229,866	191,254
Programming	650,500	162,625	19%	124,703	72,106
Community Access	120,000	30,000	13%	16,149	17,525
Community Support	55,000	13,750	-2%	(1,299)	782
<b>Total Recreation &amp; Culture Services</b>	<b>2,696,021</b>	<b>674,005</b>	<b>20%</b>	<b>526,721</b>	<b>403,773</b>
<b>General Operation Services</b>					
Administration Salaries & Benefits	1,241,825	310,456	24%	301,977	308,307
Sustainability	29,118	7,280	6%	1,857	1,934
Professional Fees	195,530	48,883	14%	26,595	23,039
General Operating Services	558,250	139,563	21%	117,478	64,897
Communications	92,100	23,025	13%	12,299	28,457
Public Engagement	68,932	17,233	13%	8,713	110
<b>Total General Operation Services</b>	<b>2,185,755</b>	<b>546,439</b>	<b>21%</b>	<b>468,919</b>	<b>426,745</b>
<b>TOTAL EXPENDITURES</b>	<b>5,882,776</b>	<b>1,470,694</b>	<b>20%</b>	<b>1,205,862</b>	<b>1,008,715</b>
<b>BALANCE SURPLUS (OR DEFICIT)</b>	<b>(212,865)</b>	<b>(53,216)</b>		<b>164,914</b>	<b>137,828</b>

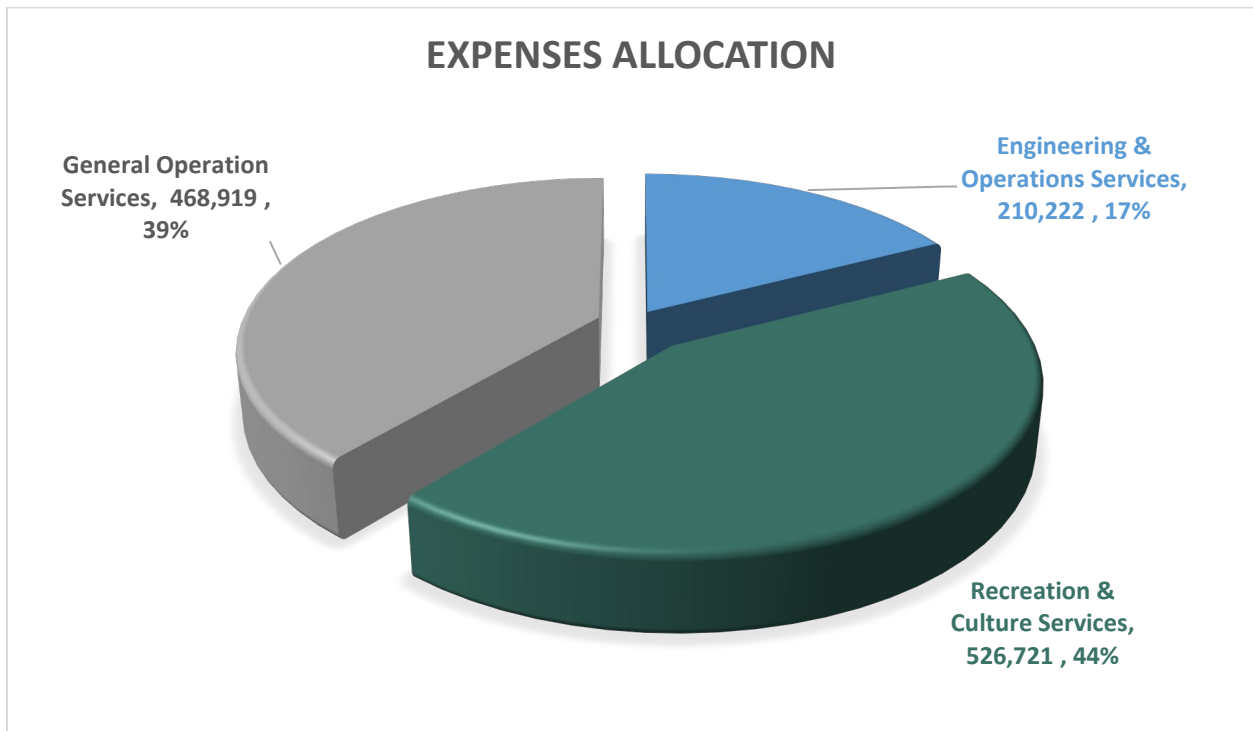
The 2022/23 operating budget included using the Unrestricted Net Assets to balance the deficit.

These supplementary notes are provided to assist as background information for the Q1 financial performance.

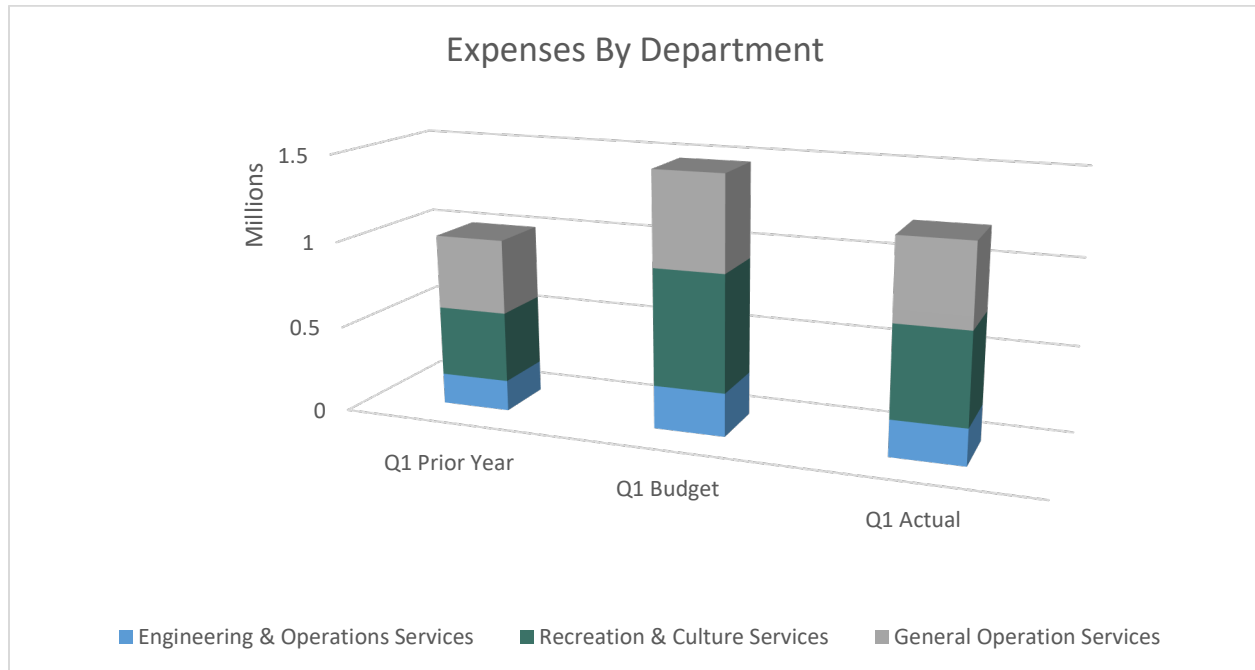
## **Total Revenue for Fiscal 2022/23 (Q1):**



## **Expenses Allocation for Fiscal 2022/2023 (Q1):**



**Total Expenses Comparison for Fiscal 2022/23 (Q1):**



**Vendors who had cheques issued to them over 25K for the 1<sup>st</sup> Quarter:**

Vendor	Q1 Total	Payment Date	Amount	Description
UBC Properties Trust	\$ 206,888.11	2022-05-03	\$61,837.29	Common area maintenance
		2022-05-03	\$61,837.29	
		2022-06-03	\$75,693.73	
		2022-06-14	\$7,519.80	
Lanarc 2015 Consultants Ltd.	\$ 83,298.95	2022-05-02	\$20,753.25	Landscape Management Plan Consultant
		2022-05-02	\$285.95	
		2022-05-30	\$62,259.75	
Dexterra Integrated Facilities	\$ 39,833.97	2022-04-21	\$13,277.99	Janitorial
		2022-05-12	\$13,277.99	
		2022-06-06	\$13,277.99	
Dyrand Systems Inc. Total	\$ 33,222.52	2022-04-11	\$4,598.81	IT Support
		2022-05-03	\$6,010.47	
		2022-05-19	\$174.20	
		2022-05-30	\$6,780.11	
		2022-06-06	\$5,297.76	
		2022-06-14	\$9,804.75	
		2022-06-23	\$556.42	
Vancouver Public Library	\$ 32,300.00	2022-04-11	\$32,300.00	Library Service



Silver Star Painting & Renovation Ltd	\$ 30,063.79	2022-04-07	\$13,322.58	Facility Maintenance
		2022-05-12	\$7,859.95	
		2022-06-14	\$8,881.26	

**Total Capital Items for Fiscal 2022/23 (Q1):**

Location	Budget	YTD Total	Amount	Comment
Wesbrook Community Center	\$57,300	\$22,833	\$4,330	Furniture & Fixture
			\$533	Computer & IT Equipment
			\$17,970	Recreation & Fitness Equipment
Old Barn Community Center	\$40,000	\$0	\$0	Furniture & Fixture
			\$0	Tenant Improvement
Office	\$170,500	\$9,947	\$0	Leasehold Improvements
			\$9,947	Computer & IT Equipment
			\$0	Website
Total	\$267,800	\$32,780	\$32,780	

Spin bikes were bought under the line item of Recreation & Fitness Equipment. A new firewall was installed to replace the old one under the Computer & IT Equipment line item. They are all items that were included in the budget for the year.

**Financial Implications**

None

**Operational Implications**

None

**Strategic Objective**

None

**Attachments**

None





UNIVERSITY  
NEIGHBOURHOODS  
ASSOCIATION

**FINANCE & AUDIT  
COMMITTEE**

**Concurrence**

None

Respectfully submitted,

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Athena Koon  
Finance Manager

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Sundance Topham  
Chief Administrative Officer



**Report Date:** September 12, 2022  
**Meeting Date:** September 20, 2022  
**From:** Athena Koon, Finance Manager  
**Subject:** Neighbourhood Levy & Fire Services Fee for 2022-23

---

## Background

The UNA bills UBC for amounts to fund operations, which come from Neighbours Fund. UBC also uses a portion of the Neighbourhood Levy to pay the Fire Service Fee. The Neighbourhood Levy is not a fixed budget amount, it is contained within the budget as a projected amount.

For 2022/23 the actual Neighbourhood Levy is approximately \$7,441,234, which is \$166,234 higher than the projected amount. For the Fire Services Fee, the actual amount for 2022/23 is \$1,584,391, which is \$208,352 higher than the projected amount. The two amounts will impact the total revenue the UNA receives from UBC over the course of the fiscal year. Total revenue is \$48,944 less than contained in the budget.

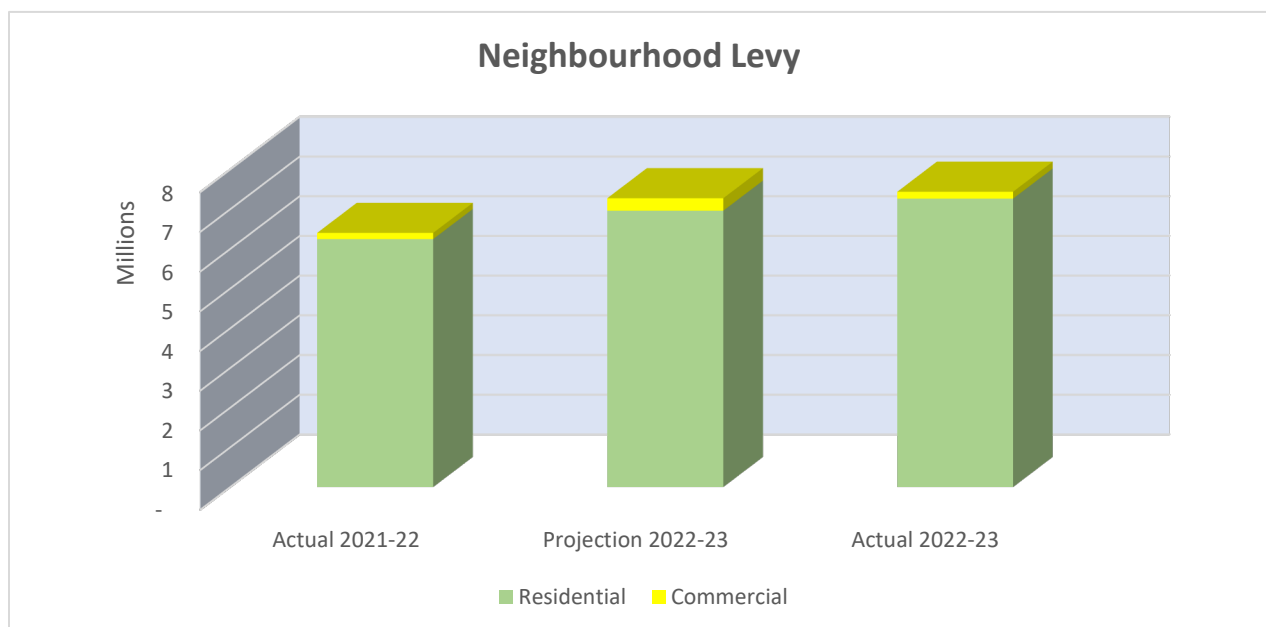
## Decision Requested

For Information

## Discussion

### Neighbourhood Levy

The latest Neighbourhood Levy information provided by UBC is as follows:





	Actual 2021-22	Projection 2022-23	Actual 2022-23	Changes to Projection	%
<b>Rate</b>					
Residential	1.04	1.09	<b>1.09</b>	0.0	0%
Commercial	1.93	3.61	<b>2.01</b>	-1.6	-44%
<b>Assessments</b>					
Residential	5,990,877,458	6,387,018,137	<b>6,678,695,700</b>	291,677,563	5%
Commercial	80,491,843	86,723,262	<b>86,067,900</b>	- 655,362	-1%
<b>Total Levies (SL, GMSL)</b>	<b>\$ 6,403,835</b>	<b>\$ 7,275,000</b>	<b>\$ 7,441,234</b>	<b>\$ 166,234</b>	<b>2.3%</b>

#### Fire Services Fee

UBC uses a portion of the Neighbourhood Levy to pay the fire services charge. Notice was received in August regarding this fee for 2022/23 the total is \$1,584,390.72 which is \$208K more than what was projected for 2022/23.

	Actual 2021-22	Projection 2022-23	Actual 2022-23	Changes to Projection	%
<b>Fire Services Fee</b>	1,313,552.85	1,376,039.00	<b>1,584,390.72</b>	-208,351.72	15%

#### Financial Impact

The total variance of the extra Neighbourhood Levy and the additional Fire Services Fee payable is \$42,118. After factoring all the other calculations including reserves and GST, the net amount is approximately \$48,944 unfavorable.

The UNA bills UBC for amounts to fund operations on a quarterly basis. The billings for the first and second quarter of the fiscal year are typically based on the projected amounts. However, the projected amounts are often different from the actual Neighbourhood Levy collected and the fire service charge when the actual results are known around June/July.

Any adjustments required are normally done in quarter three or quarter four. For this year, since the Athletic Access Fees are still under negotiations with UBC, the adjustment will most likely be done at quarter four.



**Financial Implications**

\$48,944 (unfavorable)

**Operational Implications**

None

**Strategic Objective**

None

**Attachments**

None

**Concurrence**

None

Respectfully submitted,

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Athena Koon  
Finance Manager

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Sundance Topham  
Chief Administrative Officer



**Report Date:** September 9, 2022  
**Meeting Date:** September 20, 2022  
**From:** Sundance Topham, Chief Administrative Officer  
**Subject:** Finance + Audit Committee Vice-Chair Appointment

---

## **Background**

The Terms of Reference (TOR) for the Finance and Audit Committee indicate that the committee should have both a Chair and a Vice Chair appointed by the Board. Director Holmes is the Chair, but there is currently no Vice Chair. This report recommends that the Board appoint Director Mojdehi as the Vice Chair.

## **Decision Requested**

THAT the Board appoint Director Mojdehi as the Vice Chair of the Finance and Audit Committee.

## **Discussion**

The Finance and Audit Committee TOR require a Chair and Vice Chair. When the Board appointed committee members in December 2021, former Director Gallo was appointed as the Vice Chair. When Director Gallo resigned, Director Liu was appointed in her stead, but the Board did not appoint a Vice Chair.

The Vice Chair position was discussed at the September Finance and Audit Committee, and Director Mojdehi indicated that he was willing to take on the role. As per the TOR, the Vice Chair is to assume the responsibilities of the Committee Chair in the absence or inability to act of the Chair.

## **Financial Implications**

None

## **Operational Implications**

None

## **Strategic Objective**



UNA Governance

**Attachments**

1. Schedule A - Finance and Audit Committee Terms of Reference

**Concurrence**

None

Respectfully submitted,

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Sundance Topham  
Chief Administrative Officer

## TERMS OF REFERENCE

### BOARD STANDING COMMITTEE ON FINANCE & AUDIT

#### 1. Committee Purpose

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

#### 2. Advisory Committee

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

#### 3. Committee Mandate

##### 3.1 Financial Functions

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

##### 3.2 Audit Functions

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

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

### 3.3 *Other Functions*

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

## 4. **Committee Composition**

### 4.1 *Members*

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

### 4.2 *Chair and Vice Chair*

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

### 4.3 *Review of Committee Composition*

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

## 5. **Vice Chair's Role**

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





## **6. Reporting**

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

## **7. Meetings**

### *7.1 Frequency*

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

### *7.2 Agenda*

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

### *7.3 Procedure*

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

### *7.4 Minutes*

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

## **8. UBC Representative**

### *8.1 Participation in Meetings*

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



### *8.2 Entitlement to Materials*

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

## **9. Committee Operations**

### *9.1 Administrative and Technical Support*

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

### *9.2 Liaison with Staff*

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

### *9.3 Directions to Staff*

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

## **10. Projects**

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

## **11. Community Consultation and Engagement**

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

**December 2020**



**Report Date:** September 12, 2022  
**Meeting Date:** September 20, 2022  
**From:** Athena Koon, Finance Manager  
**Subject:** Investing Excess Cash

---

### Background

The UNA was in a surplus position for the last two years and as a result, we have some excess cash that can be put into an investment. The objective of this report is to explore options for investing the excess cash and to set some goals and objectives for the investment.

### Decision Requested

THAT the Board direct staff to invest \$700,000 excess cash to a 1-year term GIC.

### Discussion

At the June 23<sup>rd</sup> Finance and Audit Committee meeting I was asked to look into investing options for our excess cash. Based on the analysis I have done; I would like to share the following:

#### Excess cash available:

Cash balance as at Mar 2022	\$ 1,422,241
Term Deposit (unrestricted)	\$ 700,000
Total Cash Available	<u>\$ 2,122,241</u>
Cash already Committed to Operations:	
Accounts Payable	-\$ 505,628
Amount received but not yet earned	-\$ 395,469
Total Cash already Committed	<u>-\$ 901,097</u>
Excess cash available	<b>\$ 1,221,144</b>

Based on the above calculation, we have about \$1.2M excess cash, but we are only looking to invest \$0.7M for now as we have already committed \$0.5M to this fiscal year for capital and operation budget.

#### Objectives of investment:

Setting objectives will help defining the reason for our investments. I have set a few investments objective:

- Safety is key and the investment we pick needs to be safe and low risk
- Guarantee income or interest return
- Time period should be short term
- Minimum administrative tasks are required
- Flexibility and easy to access

#### Type of Investments

I have done some research and talked to investment specialists about different types of investments for the UNA. Based on the feedback, there is no need to utilize a Direct Investing (Discount Brokerage) account for the UNA to gain a better rate on a GIC. RBC is quite competitive, and they are usually able to push their posted rates up. Also, those accounts are trading accounts, and for a business, can be quite cumbersome to utilize.

Interest rates are also rising in 2022 and are anticipated to continue to rise throughout the rest of the year. As such, I am recommending keeping terms at one year given the rates should be higher this same time next year. As well, I was told for most businesses investing in longer term funds (3-5 years or more) are investing into Select Conservative Portfolio as a long-term investment option beyond GICs. The principal fluctuates with the market unlike a GIC, but the potential for higher returns is greater. The money is professionally managed by an asset management team and is regularly rebalanced according to market and economic conditions.

An investment specialist from RBC attended the Finance and Audit Committee to share insights and answer any questions the Committee may have. The conclusion at the Committee table was that it makes sense for now to put aside the excess cash into a 1-year term GIC instead of other investments options, as the other options do not meet our current investment objectives.

Given interest rates have been steadily increasing throughout 2022, we have seen GIC rates increase as well. For example, for a 1-year term non-redeemable term, the rate is 4.3%. A 90-day non-redeemable GIC is at 3.6%, and 180 days at 3.8%, and a 1-year



cashable GIC is at 2.25%. All the above rates provided by RBC are somewhat negotiable as well. I would not lock into anything over one year at the moment given rates are still rising and will continue to do so into 2023. Plus, the rate differential on the 1, 2, 3, etc. years is minimal.

**Financial Implications**

Interest income for \$0.7M for 1-year GIC at 4.3% is \$30,100

**Operational Implications**

None

**Strategic Objective**

None

**Attachments**

None

**Concurrence**

None

Respectfully submitted,

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Athena Koon  
Finance Manager

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Sundance Topham  
Chief Administrative Officer



**Report Date:** September 7, 2022  
**Meeting Date:** September 20, 2022  
**From:** Sundance Topham, Chief Administrative Officer  
**Subject:** GHR Committee – Potential Electronic Voting Public Process

---

## Background

UNA staff provided an overview of the 2021 UNA election at the February Board meeting. At that time the UNA Board passed the following motion:

*THAT the UNA Board direct staff to work with the Governance and Human Resources Committee to determine a process to consider whether to introduce electronic voting for the 2024 UNA election.*

The following report outlines a proposed process led by the Governance and Human Resources (GHR) Committee to consider whether to introduce electronic voting for the 2024 UNA election.

## Decision Requested

THAT the GHR Committee be the locus of activity to prepare information (including community consultation and recommendations to the UNA Board) for bringing forth electronic voting into the UNA election cycle, to be considered by the UNA membership at the 2023 AGM.

## Discussion

Although the UNA does not currently utilize electronic voting for Director elections, as a society it is a tool that is available should the organization choose to utilize it.

Implementing electronic voting for Director elections would require changes to the UNA Bylaws, but rather than moving directly into this process, the Board provided direction for the GHR Committee *to determine a process to consider whether to introduce electronic voting for the 2024 UNA election.*

The starting point for considering a GHR Committee led process is to review the GHR Committee Terms of Reference (TOR).

The TOR note the following in relation to the Committee Purpose:

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

The TOR note the following in the Committee Mandate:

- *As directed by the Board review the overall governance structure on a regular basis, identifying any areas of concern and recommending changes to the UNA Board as appropriate based on good governance practices;*

The TOR also note the following under Community Consultation and Engagement:

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

Finally, the Committee Composition notes the following:

- *The Committee will be comprised of the Board Chair and up to two Directors, as recommended by the Board Chair to the Board for approval. The Committee may from time-to-time invite a UBC Member to meet with the committee. The Chief Administrative Officer or designate will act as the staff liaison.*

The takeaway from these sections is that reviewing the overall governance structure, including elections processes, falls within the committee’s purpose and mandate; however, any sort of community consultation processes (and budget) would require Board approval.

Because GHR Committee meetings are not open to the public, and the composition of the committee is not set-up to include the participation of additional members/outside participants, having non-Board/GHR Committee members playing an ongoing role would not be appropriate.

Taking this into consideration, the following could be undertaken by the GHR Committee as a process to consider whether to introduce electronic voting for the 2024 UNA election:

- Receive Board confirmation of GHR Committee as the preferred entity by which to undertake the community consultation and engagement, along with any applicable budget for consultation.
- Confirm exactly what will be investigated. While the 2015 review delved into a review of UNA election policies and procedures (focused on Director elections), the specific scope of this exercise is looking at whether the UNA should introduce electronic voting for the 2024 UNA Director election.

Even within this reduced scope more clarity is required. Should electronic voting be the only option? Should it be in conjunction with some other form, such as mail-in or phone voting? Do we limit the scope right at the beginning, or get community feedback about their wishes for some sort of hybrid option?

- Creation of consultation information for distribution:
  - Overview of current voting procedures for Director elections
  - Clarity as to legal framework that guide UNA elections
  - Review of previous work undertaken in relation to Director elections
  - Background information on electronic voting safety/best practices/use by other jurisdictions/entities
  - Finalization of question(s) that the GHR Committee want to ask the community in relation to electronic voting
  - Assessment criteria for review of community feedback
  - Timeline and next steps
- Consultation with community:
  - Information campaign on the work the UNA will be undertaking
    - Website landing page
    - Newsletter
    - Postcard mailout
    - Community Survey
    - Public Open House
- Consultation summary and recommendation(s) to Board:
  - Review of consultation
  - Assessment based on transparent assessment criteria (taking into account things such as number of respondents)
  - Recommendations and next steps.

In terms of the positives and negatives associated with the GHR Committee undertaking this work instead of a separate committee/working group, the biggest positive is the use of the GHR Committee, within its mandate, to undertake the review. As the review of governance falls within the committee's mandate, not requiring the creation of a whole new committee both respects our existing committee process, as well as helps to limit the number of ongoing committees. Another positive is that the GHR Committee is more intimately aware of how the organization runs, the existing election processes, and the pluses and minuses of introducing electronic voting.

Finally, the creation of an entire committee to investigate this single issue feels like a bit much. The elections review committee formed in 2015 investigated numerous options in relation to election policies and procedures, while the focus of this work is limited to electronic voting.



In terms of negatives, the TOR of the committee are limiting, and require Board permission for public consultation. We would also have to consider that any meetings where decisions/recommendations were made would be closed.

There may also be a feeling by some on the Board, or in the community, that any election review process (regardless of how limited) requires more direct, outside feedback and participation - either by more Board members, or members of the community.

For reference, the membership of the 2015 Elections Policy and Procedures Advisory Committee was as follows:

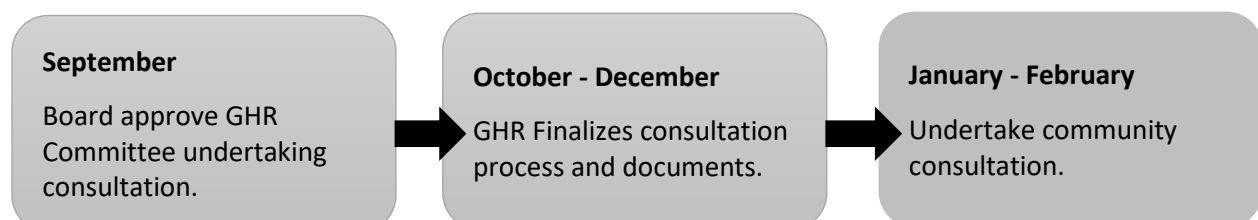
- Max Cameron, PhD, Hawthorn resident; UBC Professor of Political Science, and Director of the Centre for the Study of Democratic Institutions, as Chair;
- Alan Craigie, PhD, Hawthorn Resident, Post Doctorate Teaching Fellow in Department of Political Science, UBC;
- Mike Feeley, PhD, Hawthorn resident, former UNA Elected Director + UNA Chair;
- Bill Holmes, Hampton resident, retired Tax Lawyer;
- Sandra Song, Hawthorn resident;
- Pierre Cenerilli, PhD, University & Government Relations Advisor, AMS Student Society of UBC;
- Chris Fay, Policy Analyst, UBC Campus + Community Planning;
- Michal Jaworski, UBC, Office of University Counsel.

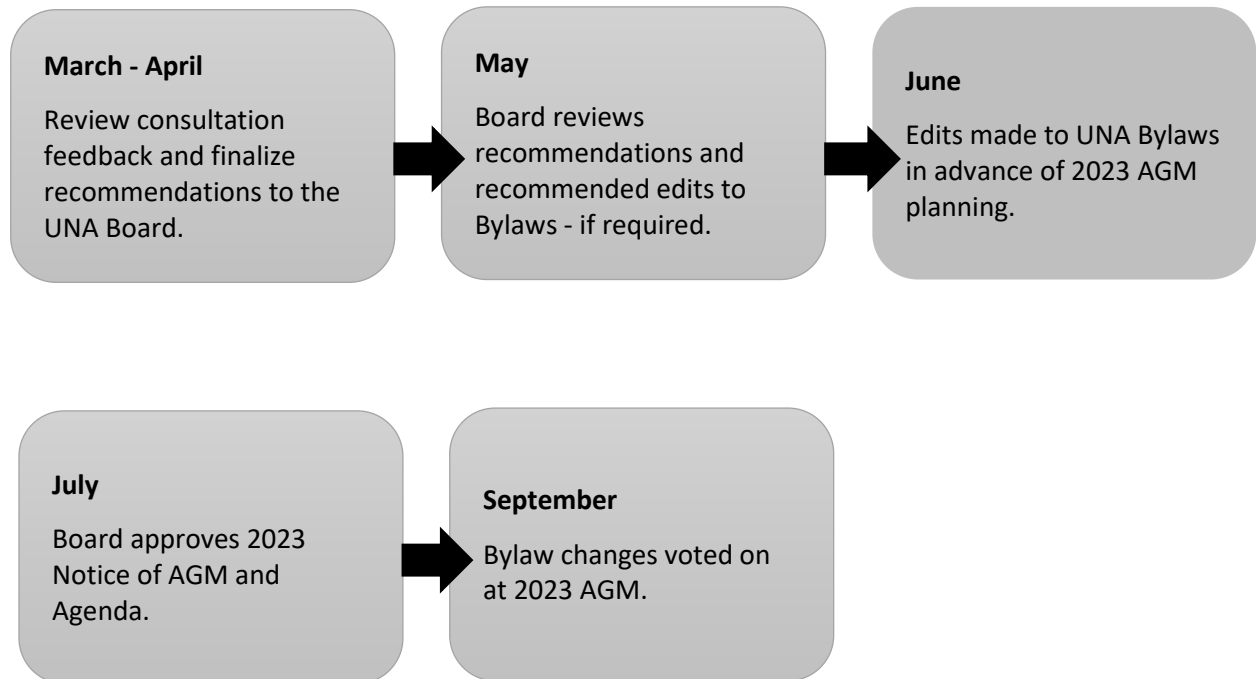
If the review process is not opened to broader community participation, there may be opposition that comes up at any Annual General Meeting (AGM) where the Bylaws are brought for revision, and any reform initiatives might be compromised due to perceived process questions. There's no guarantee that this wouldn't happen regardless of the process used to review electronic voting, but it should be considered.

The wildcard in this entire process is that the ultimate decision rests with the membership, not the UNA Board, so until any contemplated changes are brought forward for review, it is unknown what will be decided.

From a timing and staff workload perspective, it would be preferable to aim to have any proposed changes to the UNA Bylaws ready to go to the 2023 Annual General Meeting – which would mean having the work wrapped up, and any recommendations to the Board ready by May at the latest.

The following shows a proposed timeline for undertaking the review:





### **Financial Implications**

There is currently money in the 2022-23 budget for community engagement and communications. It is anticipated that these funds will be sufficient for the costs associated with any community outreach undertaken by the GHR Committee, as most costs will be internal.

### **Operational Implications**

Moving forward with a review and community consultation process will require assistance from the Administrative and Communications Departments.

### **Strategic Objective**

Community and Stakeholder Relations

### **Attachments**

1. Schedule A – GHR Committee Terms of Reference



UNIVERSITY  
NEIGHBOURHOODS  
ASSOCIATION

**UNA BOARD MEETING  
OPEN SESSION**

**Concurrence**

1. Athena Koon, Finance Manager
2. Glenda Ollero, Communications Manager

Respectfully submitted,

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Sundance Topham  
Chief Administrative Officer



## TERMS OF REFERENCE

### BOARD STANDING COMMITTEE ON GOVERNANCE & HUMAN RESOURCES

#### 1. Committee Purpose

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

#### 2. Committee Mandate

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

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

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

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

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

#### 3. Committee Composition

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



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

#### **4. Chair**

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

#### **5. Length of Term**

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

#### **6. Reporting**

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

#### **7. Meeting Procedures:**

##### **7.1. Rules of Procedure:**

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

##### **7.2 Agendas**

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

##### **7.3 Meeting Frequency:**

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



## **8. Committee Operations:**

### **8.1. Staff Support:**

#### **8.1.1. Administrative:**

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

#### **8.1.2. Staff Liaison and Professional / Technical Support:**

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

## **9. Community Consultation and Engagement**

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

## **10. Work Programs and Budgets**

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

**November 2020**

# Quantitative Coding of the qualitative data from the community engagement survey

**The coded data is based on the two open-ended questions included in the survey:**

Question 24. What would make the UNA a great community to live in?

Question 25. What can the UNA do to best support your involvement in our community?

The survey’s “N” (number of respondents) = 876

Number of responses to open-ended questions: around 600.

Some answers are very short and some are more elaborated and include more than one topic/issue.

Question 24. What would make the UNA a great community to live in?

**Infrastructure 308**

**Events and recreation 120**

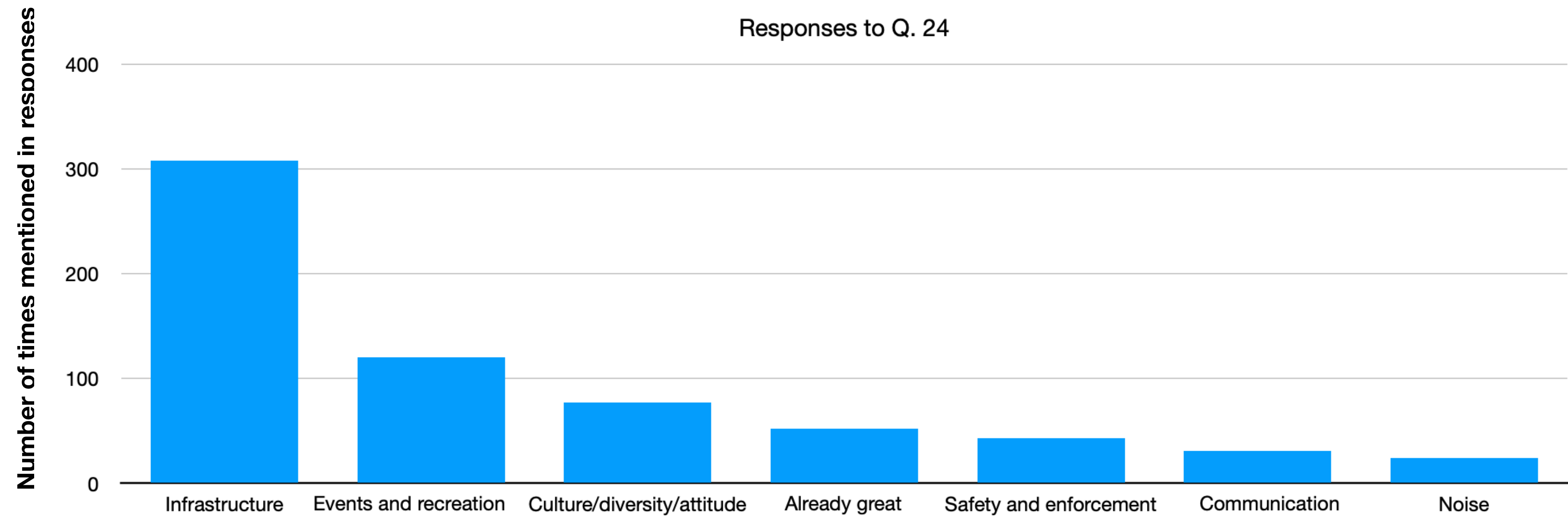
**Culture/diversity/attitude 77**

**Already great 52**

**Safety and enforcement 43**

**Communication 31**

**Noise 24**





# Break down of the big three topics:

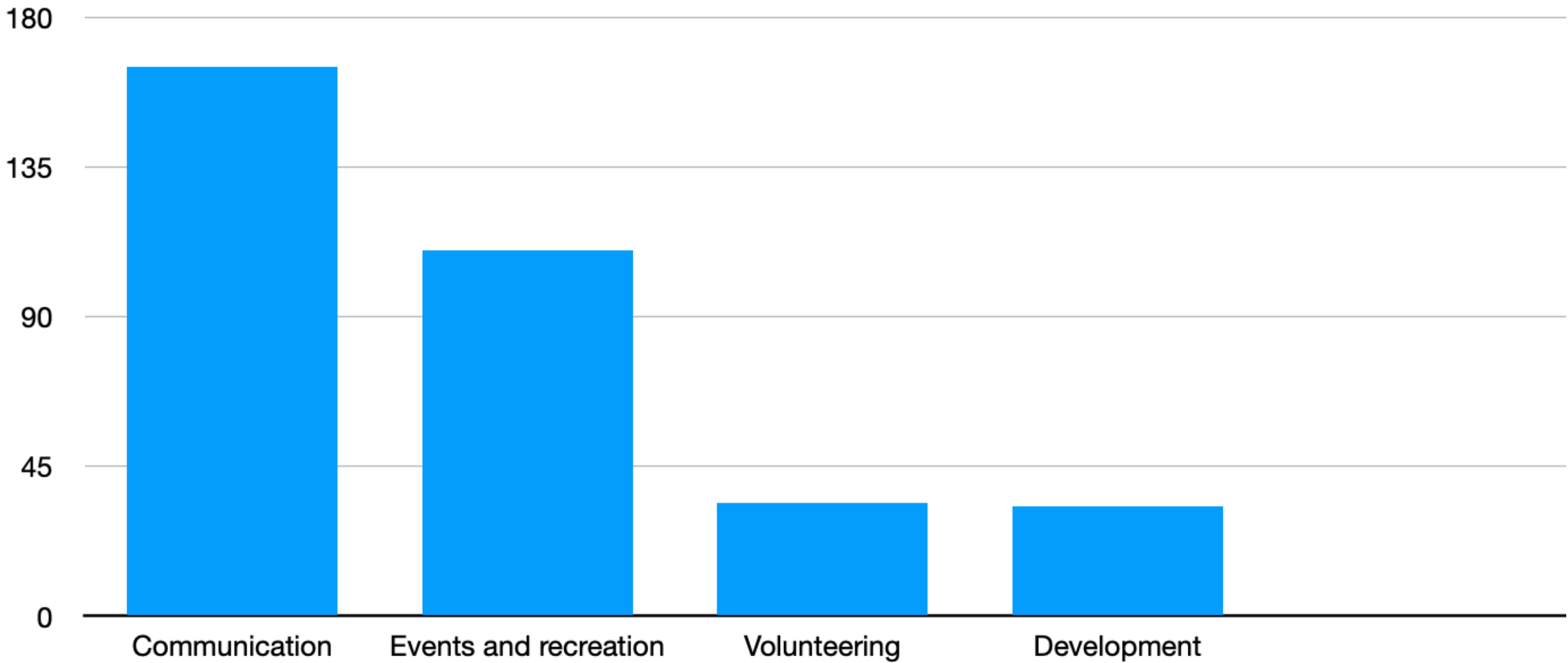
Infrastructure	308	Events and recreation	120	Culture/attitude	77
Space/green spaces	92			Vary greatly: diversity, NIMBY, respectfulness, kindness, friendliness, isolation, politeness, cultural barriers, language and communication, etc.	
Stores/restaurants	71	Events/gatherings	70		
Density	45	Recreation	50		
Affordability	32				
Transportation	20				
Construction	20				
Services	14				
Dog parks	10				
Parking	8				

**Possible conclusion:**

Land use and development are the most important issues for residents, and many of them are also closely related to community engagement. Events and recreation are also strongly associated with community engagement.

Question 25. What can the UNA do to best support your involvement in our community?

Responses to Q. 25



**Info/communication 165**

**Events and recreation 110**

**Volunteering 34**

**Development 33**

# Break down of communication-related comments:

Voicing opinions/being heard	18	
UNA board	29	(vary: be transparent, accessible, lobby and stand against UBC agenda, etc.)
Info/general	44	(keep me informed, reach out, advertise, better communicate possibilities/activities/issues)
Info and communication/specific	87	(email-14, events/activities-12, newspaper-10, volunteering-10, surveys-8, social media-6, website-6, newsletters-5,...)

**Possible conclusions/points for discussion:**

**Various communication paths should be utilized.**  
**There is some preference for emails. Who receives emails? why not all residents (unless one opts out)?**

**Volunteering fair/info session?**



## MINUTES

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### PRESENT:

Jane Kang, Chair

Ran Keren, Vice-Chair (arrived at 4:08 p.m.)

Alice Bradley

Michelle Niu

Nidhi Raina

Matthew Ramsey

### REGRETS:

Alexandra Bailey

David Hahn

### STAFF:

Glenda Ollero, Communications Manager

### GUESTS:

Ryan Williams, TWI Surveys (departed at 5:02 p.m.)

### RECORDING SECRETARY:

Debbie Reimer, Mosaic Writing Group (via teleconference)

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### A. CALL TO ORDER

Jane Kang, Chair, called the University Neighbourhoods Association (UNA) Community Engagement Advisory Committee (CEAC) meeting to order at 4:05 p.m.

### B. NEW MEMBER

The Chair introduced the new Alma Mater Society of the University of British Columbia Vancouver (AMS) designate, Alexandra Bailey, and thanked Sofia Ngieng for her participation on the CEAC.

### C. APPROVAL OF AGENDA

*Draft agenda of the May 25, 2022 UNA CEAC meeting was provided with the agenda material.*

**It was moved (Jane Kang) and seconded (Matthew Ramsey)**

THAT the University Neighbourhoods Association Community Engagement Advisory Committee approves the May 25, 2022 agenda, as circulated.

**Carried**

### Member Arrived

Ran Keren joined the meeting at 4:08 p.m.

### D. APPROVAL OF MINUTES

*Draft minutes of the April 27, 2022 UNA CEAC meeting was provided with the agenda material.*

**It was moved (Jane Kang) and seconded (Matthew Ramsey)**

THAT the University Neighbourhoods Association Community Engagement Advisory Committee approves the April 27, 2022 minutes, as circulated.

**Carried**

## **E. ITEMS/REPORTS**

### **1. Community Engagement Survey: Presentation of Results**

*Report titled "Community Engagement Survey 2022: Summary of Findings" was provided with the agenda material.*

#### **i. Introduction**

Glenda Ollero, CEAC Staff Liaison, noted that Ryan Williams, TWI Surveys, will present the CEAC Community Engagement Survey results at the June 21, 2022 UNA Board of Directors meeting.

#### **ii. Presentation**

Mr. Williams led the review of the report provided with the agenda material and highlighted:

- Respondents' preferred method of communication is email
- The data is categorized by residents' geographic areas
- Middle-aged respondents are most likely to feel the importance of community involvement:
  - 66% of respondents have attended a UNA event
  - Respondents reported semi-regular visits to the UNA website
- Top three topics of interest:
  - Community events
  - Changes to the neighbourhoods
  - Recreation opportunities
- The use of social media platforms is dependent upon the age of the respondent
- Open-ended questions were easily interpreted
- The data suggests that respondents may be resistant to change.

#### **iii. Discussion**

Discussion ensued on:

- Other UNA committees are receiving similar feedback regarding green space and community engagement
- The survey targeted UNA residents
- The data suggests residents are involved in community engagement opportunities
- Breakdown of data required regarding:
  - Number of languages spoken in homes
  - Resident interest in volunteer opportunities
- Community expressed desire for more community events and green spaces
- Suggestion that a more thorough examination of the data be undertaken
- Recommendation that the data remain confidential
- Responses to the Land Use Advisory Committee (LUAC) questions have been provided to the LUAC
- Suggestion to schedule a CEAC meeting to develop recommendations for presentation to the Board.

#### iv. Motion

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

THAT the University Neighbourhoods Association Community Engagement Advisory (CEAC) receive the TWI Surveys' report on the results of the Community Engagement Survey and submit it for presentation at the June 2022 UNA Board of Directors meeting.

**Carried**

#### Guest Departed

Ryan Williams departed the meeting at 5:02 p.m.

**It was moved (Ran Keren) and seconded (Matthew Ramsey).**

THAT the University Neighbourhoods Association Community Engagement Advisory Committee (CEAC) members formulate recommendations regarding the survey data for presentation at a future Board meeting.

**Carried**

**It was moved (Matthew Ramsey) and seconded (Michelle Niu).**

THAT the University Neighbourhoods Association Community Engagement Advisory Committee (CEAC) members commit to bringing two ideas for community engagement events to the next CEAC meeting for roundtable discussion.

**Carried**

## 2. CEAC Web Page Content

*Document titled "Draft: CEAC Web Copy" was provided with the agenda material.*

### i. Introduction

Matt Ramsey, CEAC Member, introduced the web page content provided with the agenda material.

### ii. Discussion

Discussion ensued on:

- Suggestion to include anecdotal examples
- Suggestion to limit the feedback box to 250 words
- Observation that the UNA has high interest but low engagement in Board business.

### iii. Motion

**It was moved (Matthew Ramsey) and seconded (Nidhi Raina)**

THAT the University Neighbourhoods Association Community Engagement Advisory (CEAC) approves the content for the CEAC web page as provided and instructs staff to create the page on the UNA website using the approved content.

**Carried**

**Action Item (01):** *The Communications Manager to distribute the web page content to CEAC members for approval prior to implementation.*

## **F. ADJOURNMENT**

The next UNA CEAC meeting is scheduled to be held on June 22, 2022 at 4:00 p.m.

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

That the University Neighbourhoods Association Community Engagement Advisory Committee meeting be adjourned at 5:46 p.m.

**Carried**



August 19, 2022

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

Sent via email: [richard.watson@myuna.ca](mailto:richard.watson@myuna.ca)

**Subject: Campus Vision 2050**

I am writing with regard to the very clear and thoughtful letter that you sent to the UBC Board of Governors to convey the University Neighbourhoods Association's feedback and recommendations regarding Campus Vision 2050.

The Campus Vision 2050 engagement process has been designed with the intention to engage deeply with the full range of community and host nation interests throughout every step of the process. This includes more intentional engagement with under-represented and traditionally marginalized groups. Specific to the UNA, we have and will continue to engage with the UNA Board to reflect the needs and interests of the residential community, and at the same time, to hear directly from the thousands of residents that call UBC home and have invested themselves in the community. Just as UBC is a world-class academic institution that serves the needs of thousands of students and faculty pursuing education and research, it is also a thriving community of residents who cherish the many unique and outstanding qualities of the campus environment.

The outcomes of the spring engagement activities with the UNA Board and community, and reinforced in your letter to the UBC Board of Governors, were clearly conveyed to the Board and reflected in the Campus Vision 2050 Terms of Reference. Indeed, the views of the UNA, as expressed through its representation on the Campus Vision 2050 Community Advisory Committee as well as in its role as an advisory body to the UBC Board of Governors, were fundamental in informing the development of the Terms of Reference that was approved by the Board. UNA input helped frame critical needs around affordability, livability and sustainability, and shaped the guiding principles and the overall engagement approach.

The recommendations outlined in your letter that Campus Vision 2050 pursue goals around housing affordability, climate action, livability, and sustainable and affordable community planning are very well aligned with the seven guiding principles approved by the Board as part of the Terms of Reference. As we approach a critical next stage of the process—engaging with the community on potential directions for the 30-year vision—these goals are paramount for the Campus + Community Planning team and will be further explored through upcoming phases of work and community engagement.

At the same time, the UNA's clearly articulated concerns regarding increased neighbourhood development provided critical context and balance to the UBC Board as they considered a range of diverse voices from across the university community. Many were calling for substantially more campus neighbourhood development—well beyond the approved up to 20 per cent increase above the current Land Use Plan allocation—as a means to address housing affordability, diversity and campus vibrancy. We have documented numerous comments made through the public engagement process, the





Community Advisory Committee and direct correspondence to the Board of Governors that have urged the university to pursue significantly more campus development. I would be happy to discuss these responses in more detail at an upcoming meeting of the UNA Board.

Ultimately, the intention of the Terms of Reference is to provide a measured and balanced approach to growth that achieves the Campus Vision 2050 principles and best addresses the multiple priorities of the institution, campus communities and our host nation. The views of the UNA, along with numerous other organizations and individuals representing our diverse campus community, are fundamental to the process, and these views are not always aligned with one another. While there is very strong agreement between many voices on principles (affordability, sustainability, livability, etc.), there is a wide spectrum of opinions when it comes to approaches to achieving such principles. The challenge is to understand these diverse perspectives and create a vision that, through a thoughtful and deep engagement process, seeks to best meet the range of interests, and also be clear about choices and trade-offs.

On the point of it being premature and inappropriate to have included development growth projections in the Terms of Reference, the intention is to ground the creation of the Vision within the understanding of how the university funds its priorities, including academic initiatives, affordable housing and community amenities. Residential development helps UBC achieve many of the things the UNA and UBC want from Campus Vision 2050: more affordable housing, more amenities like child care and green space, and retail and services for those who live here now and those who will make this their home in the future. The Board of Governors has also been clear that, in pursuing the principles that boldly support livability, sustainability and affordability, the Terms of Reference include parameters for how much the campus is expected to grow in order to facilitate a transparent and honest discussion of the benefits, choices and trade-offs with the community. With these expectations in place, Campus Vision 2050 can now focus on how the campus will evolve in order to achieve our shared goals.

The UNA's ongoing involvement in the Campus Vision 2050 process will continue to help UBC understand and appreciate the views of its many neighbourhood residents. Thank you for your commitment to ensuring the UBC neighbourhoods continue to be amazing places to live and play and to your ongoing work to serve and represent our 15,000+ residents.

Yours truly,

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

Michael White, Associate Vice President  
Campus and Community Planning  
Email: [michael.white@ubc.ca](mailto:michael.white@ubc.ca) | [www.planning.ubc.ca](http://www.planning.ubc.ca)

cc: Ms. Nancy McKenzie, Chair, UBC Board of Governors  
Ms. Anthonia Ogundele, Member, UBC Board of Governors  
Ms. Karen Hakkarainen, Secretary to the Board of Governors, UBC  
Ms. Robin Ciceri, Vice-President, External Relations, UBC  
Mr. Sundance Topham, Chief Administrative Officer, UNA