



AGENDA

A. CALL TO ORDER

B. APPROVAL OF AGENDA

1. **Motion:** THAT the Board approve the February 15, 2022 Agenda as circulated.

C. APPROVAL OF MINUTES

1. **Motion:** THAT the Board approve the January 18, 2022 Minutes as circulated. 1

D. DELEGATIONS

1. Point Grey Islamic Society - Kimani M. Shukuru 5

E. EXTERNAL REPORTS & PRESENTATIONS

1. Electoral Area A Report – Electoral Area A Director, Jen McCutcheon 23
(Read: [Electoral Area Newsletter](#))
2. Campus and Community Planning Report – Carole Jolly, Director of
Community Development and Engagement, Campus and Community Planning –
Provided on Table

F. REPORTS

1. Management Report – Acting CAO 33
2. Proposed Wesbrook Basketball Court – Acting CAO 41

Recommendation:

THAT the UNA ask UBC Properties Trust (UBCPT) to submit an amended development permit application for the temporary basketball court development in Wesbrook Place to Campus and Community Planning - based on the attached siting analysis and revised site design.

3. Third Quarter Work Plan Update – Acting CAO 63
4. Campus Resident Update – Communications Manager 71

Recommendation:

THAT the Board direct staff to leave The Campus Resident budget allocation in the 2022-23 draft budget (under communications) and to report back to the Board on how the funds can be best utilized to provide increased communications support for the UNA community.



5. Finance Committee Update

- a. Fiscal 2021/22 Q3 Result – Finance Manager 86
- b. Neighbours' Fund Investment Options – Finance Manager 93

Recommendation:

THAT the Board direct the Finance Manager to inform UBC Treasury to “invest” \$5M of the Neighbours' Fund in the following manner: \$1M for 1 year, \$1M for 2 years, and \$3M for 3 years

6. Land Use Advisory Committee Report – Director McCutcheon – Verbal Update

Recommendation:

THAT the Committee recommends to the Board that they consider having a town hall as soon as possible and that they consider possible focus groups in individual areas at the same time.

7. Community Engagement Advisory Committee Report – Director Kang

- a. November 24, 2021 Approved Minutes 97

8. Neighbours Agreement Committee – Director Holmes – Verbal Update

G. UNFINISHED BUSINESS

None

H. NEW BUSINESS

- 1. Public Spaces Solid Waste Management Plan – Operations Manager 100

Recommendation:

THAT the Board approve the UNA advancing an application to the Area A Community Works Fund Committee for the procurement and installation of 20 two-stream waste receptacles and 35 single-stream waste receptacles for up to \$140,000.

- 2. Vista Point Childcare Agreement – Operations Manager 123

Recommendation:

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

- 3. Designation of UNA Enforcement Officers 140



Recommendation:

THAT the Board appoint Operations Manager Wegland Sit and Chief Administration Officer Sundance Topham to serve as the UNA Enforcement Officers.

4. AMS-UNA Advisory Committee Appointments – Acting CAO 159

Recommendation:

THAT the Board appoint two UNA Directors to the AMS-UNA Joint Advisory Committee.

I. ADJOURNMENT

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



MINUTES

PRESENT:

Richard Watson – Chair
Bill Holmes
Eagle Glassheim
Maria Gallo

Jane Kang
Ali Mojdehi
Murray McCutcheon

UBC OBSERVERS:

Carole Jolly
James Heth

AMS REPRESENTATIVE:

Saad Shoaib

STAFF:

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

A. CALL TO ORDER

The University Neighbourhoods Association (UNA) Board meeting was called to order at 5:30 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 January 18, 2021 Meeting Agenda.

Seconded by Director

Carried.

C. APPROVAL OF MINUTES

Director Holmes asked that the following corrections be made to the December 21, 2022 minutes:

- Item H.3. – that the wording be amended to reflect section 7.4 of The Board Rules of Procedure.



- Item H.3. – strike out “on the perception of bias on part of the Chair” and replace with “that section 7.4 does not state that the meeting must be a regular meeting”.
- Item H.10. – that the first motion be corrected to reflect as moved by Director Glassheim and Seconded by Director Gallo.

Motion by Chair:

THAT the Board approve the December 21, 2021 Closed Session Minutes as corrected.

Seconded by Director Glassheim.

Carried.

D. DELEGATIONS

None

E. EXTERNAL REPORTS AND PRESENTATIONS

1. UBC RCMP Detachment Update – Sergeant Chuck Lan

Sergeant Chuck Lan provided an update to the Board.

2. Electoral Area A Report

Electoral Area A Director, Jen McCutcheon stated that there is no published report for January 2022 and provided a brief verbal update to the Board.

3. Campus and Community Planning Report

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

F. REPORTS

1. Management Report

The Management report was received by the Board.

2. Finance Committee Update

- a. Fiscal 2022/23 UNA Budget – Draft II

Motion by Director Holmes:

THAT the Board rescind all restrictions on the application of the UNA's internally restricted net assets.

Seconded by Director Gallo.

Motion Director Holmes:

THAT the Board approve the draft 2022/23 operating and capital budgets for public consultation.

Seconded by Director Mojdehi.



Carried.

b. UNA Five-Year Financial Model

The Finance Manager presented the report to the Board.

c. 2020-21 Neighbours' Fund Financial Statements

The Finance Manager presented the report to the Board

d. Neighbours' Fund Investment

Motion by Director McCutcheon:

That the Finance Manager take the Neighbour's Fund investment Board discussion into account and perform an analysis and report back to the Board at the February Board meeting.

Carried.

G. UNFINISHED BUSINESS

None

H. NEW BUSINESS

1. UNA Election Summary Report

Motion by Director Holmes:

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.

Seconded by Director McCutcheon.

Carried.

2. Office Space Needs Assessment

The CAO presented an overview of the report to the Board.

3. AMS-UNA Advisory Committee

Motion by Chair:

THAT the Board Approve the proposed AMS-UNA Joint Advisory Committee Terms of Reference dated January 12, 2022 and appoint two UNA Directors to the AMS-UNA Joint Advisory Committee.

Seconded by Director Glassheim.

4. Community Engagement Advisory Committee – Amendments to the Terms of Reference

Motion by Director Kang:

That the Board approve the attached amendments to the Terms of Reference for the Community Engagement Advisory Committee.

Seconded by Director Gallo.

Carried.

5. Proposed Wesbrook Basketball Court

Director Holmes addressed the Board.

I. ADJOURNMENT

The meeting adjourned at 8:05 p.m.

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



UBC Masjid Project

#400-725 Granville Street
Vancouver BC V7Y 1G5

VIA EMAIL

February 8, 2022

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

Attn : Marta Mikolajczyk and Sundance Topham ("UNA Board")
Subject : University of British Columbia Masjid Project
Re : University Neighborhoods Association

Dear Sirs/Mesdames,

I write regarding the estimated 2,500 Muslims within the Point Grey area, but more specifically at the University of British Columbia who are comprised primarily of students, but also include staff, faculty, their families, and other individuals in the surrounding University Endowment Land ("UEL") and University Neighborhood Association who pray five times a day and solicit the Friday ("Juma") services currently on campus under precarious conditions. I have been made aware that members of your respective neighborhood who have lived there in excess of a decade, have approached my team and advised that they support the Muslim students in their initiative to push for a Masjid facility that can be accessible to them too on campus so that they can take short breaks from work to pray when needed versus going into the nearest Fireside Lounge accommodation in Acadia residence (with the second option currently being the Wesbrook Interfaith Space should a current student they know have access).

As you may be aware, there are several different churches on campus, and though they are not technically part of UBC, they were provided land leases by the UBC to provide to their respective congregations. Further to this, most recently, the Jewish congregation (for Jewish Student Life and the state of Israel), were also provided a land lease that led to a Hillel house on the campus. However, the most spiritually conscious demographic that outnumbers all on campus and within your neighborhood (as noted by the enclosed petition of signatures) that is the only demographic to date that utilizes the "interfaith" prayer space, and a segment you're your community had to externally from the Muslim Student Association undertake a concession with Acadia for a prayer space, and holds active Friday services in the Hong Kong ballroom, along with this past Ramadan prayed outside in the cold under a tent in the dirt, are the Muslims at UBC. The Muslims hold weekly Islamic knowledge circles on campus, in rooms booked through the Muslim Student Association ("MSA"), hold two different Friday sermons due to overcrowding in the Hong Kong Ballroom and Wesbrook building, and have no designated safe space on campus though multiple concessions are made for the various faiths on campus, such as flat free parking rates for a church congregation, with the Muslims paying full rate and essentially being sidelined. As such, a group of concerned UBC Muslim students, faculty and staff have begun to mobilize and organize the Muslims on campus so as to begin the process to solicit funds for the construction of a Masjid facility on or near the Point Grey campus to serve the needs to this demographic. The union that represents the students and oversees the MSA, the Alma Mater Society, advised MSA members to incorporate externally and we now endeavor to obtain charitable status (the same way the Jewish Hillel house managed to and other churches on campus) as the Point Grey Islamic Society, and proceed with negotiations for a land lease on this campus for a designated prayer space for the Muslims that can also



UBC Masjid Project

#400-725 Granville Street
Vancouver BC V7Y 1G5

accommodate the weekly MSA Islamic based meetings that have been occurring on this campus for decades in various rooms and solicited by your respective neighbors. The AMS supports this endeavor along with the following unions and organizations representing the many staff, faculty and other workers at UBC ; CUPE 2950, CUPE 116, CUPE 2278, UBC Faculty Association and the Association for Administrative Staff at UBC. As such, we ask that your University Neighborhood Association, which also has Muslims who signed off in this enclosed petition, in solidarity with these major bodies on campus, and along with the MLA David Eby of this riding, and the electoral district A Manager Jen McCutcheon, support us, the Point Grey Islamic Society, in our advocacy to the UBC and Campus Community Planning for a safe space for the Muslims here at UBC in an era of growing Islamophobia and grave misunderstanding so that not only we can attract top talent to the region, but be a beacon of inclusivity as we have now recently passed the anniversary of the Quebec Mosque shooting five years ago in our nation. Do note, that we are pending a formal meeting with Chief Wayne Sparrow and have been in correspondence with the Musqueam First Nation as well.

I was advised at our previous community meeting, by members of your neighborhood(s), that they decided to not move to UBC as there is no Masjid. Another employee at UBC (who signed the enclosed petition) has now moved entirely out of this province to Ontario where the Muslim population is larger and prayer spaces for his children are within easy access and expressed disappointment with the condition of Muslim amenities at Point Grey UBC. The Point Grey community and your neighborhood is losing talent and diversity as a result of the nearest Masjid being almost an hour away along with making accessibility cumbersome on the Muslims. These same muslims, who play in these interfaith spaces, during the height of COVID when most stay at home, in the span of a few hours alone signed on in petition to your attention and enclosed to this correspondence. I look forward to discussing with you in further detail the condition of the Muslims at UBC and how you can play your part to assist us in making UBC a truly world class institute that is inclusive for all, which starts first with building a neighborhood that is accessible to all.

Yours truly,

Kimani M. Shukuru

Kimani Mbwana Shukuru*

*Point Grey Islamic Society

CC : PGIS Majlis Shura, UBC MSA, Saad Shoaib
Encl: Student Petition

Student Number

19298272

145218

50295641

36116267


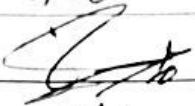
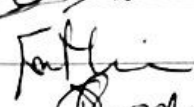



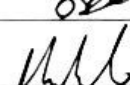

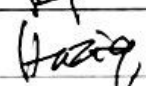

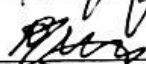
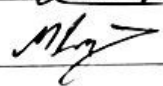


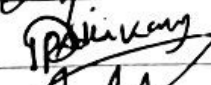
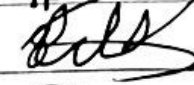
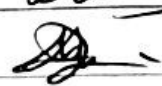
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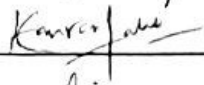




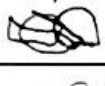
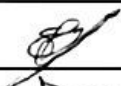
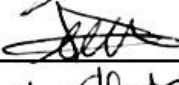
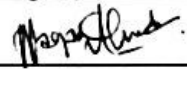


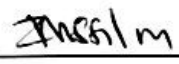
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97263305

Construction of a Masjid at UBC (20 Students per page)

Printed Name	Signature	Student Number
⑦ Abdulwadeed Baksh		20501821
⑩ Mohammed al Amin		
⑪ Fathi Shaaban		
⑫ Akreneni Abdul Quadre		31837966
⑬ Ahmed Tameem		4050360
⑭ Omer Shinnany		50521748
⑮ Mohab Hassan		91316166
⑯ Mohamed Mohsen	Mohamed Mohsen	90674938
⑰ Muhammad Raif Ismail		82756628
⑱ Haziq Zakaria		
⑲ Farouk Sharkia	F. Sharkia	604 445 7101
⑳ Mohammed Ramadan		7444 1984
㉑ Abdelrahman Afifi	A. Afifi	9397 2164
㉒ Abdullah Khawaja		6085 7133
㉓ Ubada Raza		9903 5578
㉔ Ahmad Asdo		8287 9785 23651
㉕ Yaman Sanobar		8169 1743
㉖ Partho Adhikary		4810 937
㉗ Belal Tatech		6684 3442
㉘ Muhammed Masouy		8654 8179

Construction of a Masjid at UBC (20 Students per page)

Printed Name	Signature	Student Number
(29) Taleb Vahedi Zadeh		45481017
(30) Kamran Fakhar		Residence of Acadia Park
(31) Hisham Maarraoui		Alumni (#28412161)
(32) Walid Eshumani		Student (49576465)
(33) Ahmed Shalim		Residence of Acadia Park
(34) Sameer Desai		85447150
(35) Musa Desai		acadia resident
(36) Isai Desai		acadia resident
(37) Alaa Baiza		acadia resident
(38) Waqas Ahmed.		41973819.
(39) Hassan Shaukat		26071662
(40) Zenn Msilim		UBC student (Pain)
(40) Zenn Msilim		UBC student (Pain)

Construction of a Masjid at UBC (20 Students per page)

Printed Name

Signature

Student Number

④

Walid AlChamaa



17161563

Construction of a Masjid at UBC (20 Students per page)

Printed Name

Signature

Student Number

- | | | | |
|------|----------------------|------------------|-------------------------------|
| (42) | JAYEDA ALAN | Jayda Alan | EMPLOYEE |
| (43) | Mahnoor Hingora | Mahnoor | 80362595 |
| (44) | SAHAR PENTANA | Sahar Pentana | 60041351 |
| (45) | Ritisha Thamb | Ritisha | 61345534 |
| (46) | Nitanjali Mukravanti | Nitanjali | 16065567 |
| (47) | Jana Abdelhameed | Jana | 50508840 |
| (48) | Ahmad Muzt Hagar | Ahmad | 68464171 |
| (49) | Zohreh Soleimani | Zohreh Soleimani | 24177219 |
| (50) | Mohammad Yousufani | Mohammad | 8048258984 2355301 |
| (51) | Algeldin Helmy | Algeldin | 77058337 |

Student Number

⑤2 Sadon Weni

S

23509152.

⑤3 Amir Faris Azizi

or

64810229

(54) Salem Ghrebi

W. Nelson

F-4912549

(55) Abdul Khulufu



66639782

⑤ Reza Rabi

Respectfully,





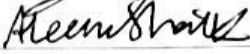


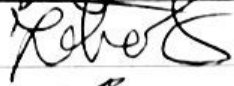
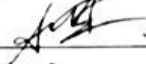

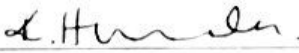
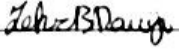


76826817

(57) Daniyal Khuhro

Daniya

91350520

Construction of a Masjid at UBC (20 Students per page)

	Printed Name	Signature	Student Number
(58)	Yasmin Zeidan		18997684
(59)	Malak Ismail		73580771
(60)	Muskaan Khan		55639520
(61)	Narges Bouzari		51790467
(62)	Aleena Shaik		58272758
(63)	Emaan Kadeiri		676745768432
(64)	Zeena Abuhamdan		71000868
(65)	Zona Siddiqui		77304749
(66)	Sabika Bhuiyan		95187746
(67)	Nurul Husna binti Zaidi		33981754
(68)	Khadija Hammud		15181639
(69)	Zahra Rawji		18618136
(70)	Yomna Omer		48059356
(71)	Merna Hassan Hassan		54509542

Construction of a Masjid at UBC (20 Students per page)

Printed Name

Signature




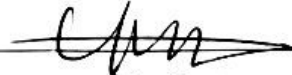
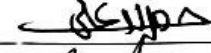


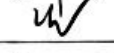
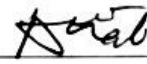
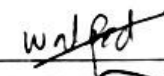


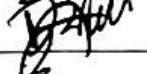






Student Number

- | | | | |
|----|-----------------|--|----------------------|
| 72 | Farahnaz Nazari | | 55018733 |
| 73 | Rawan Ahmed | | 34991265 |
| 74 | IKhlas Hashi | | 48144588 |
| 75 | Aftan Bhakkyra | | 57874980 |
| 76 | Sameer Buttar | | 14725782 |
| 77 | Ahmed Shahbaz | | 778-987-8519 |
| 78 | Ryan Mansour | | 88972394 |
| 79 | Ali Popel | | 17627464 |
| 80 | Kenia Hanson | | 23389182 |
| 81 | Fairuz Abedin | | 6823710635 |
| 82 | LIANA ARKOA | | 68910033 |
| 83 | Sajid Gill | | 57266611 |
| 84 | Taya Lawrence | | 52223641 |
| 85 | Jaeda Malawya | | 46779211 |
| 86 | Holly Lantz | | 31035660 |
| 87 | Yang Mu | | 2548466 (UBC Alumni) |

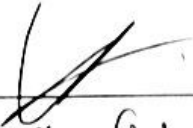

Construction of a Masjid at UBC (20 Students per page)

	Printed Name	Signature	Student Number
88	Sara Salah	Aara Salah	69197358
90	Abisola Kehinde Zainab	Abisola	43732643
91	DANIA OTHMAN	Dania	15747868
92	Zainab Zeyan	Zainab	86985181
93	Salma Ramadhan	Salma	77159507
94	Sumbul Iqbal	Sumbul	40788390
95	Aida Sanjush	Aida	2368187286
96	Ayşe Kabaca	Ayşe	51269785
97	Lulu Jama	Lulu	78435427
98	Mustafa Nasir	Mustafa	722751 19430362
99	Mohammad Rahman	Mohammad	
100	Omar Bushith	Omar	
101	Anwar Hussain Moradi	Anwar	98603713
102	Shubir Shalikh	Shubir	78455421
103	Humaira Khalid	Humaira	7789244678 47910769
104	Aden Zabbar	Aden	91761749 2368188068
105	Latima Mushkraq	Latima	56708960 60456203
106	Zahra Ismail	Zahra	60069481
107	Salwa Nimir	Salwa	52650405
108	Hiba Azam	Hiba	72415532

Construction of a Masjid at UBC (20 Students per page)

Printed Name	Signature	Student Number
(109) KASHIF MASUD AWAN		E: 2900947
(110) Ali Husain		E: 1493183
(111) Hossam Stoman		88282165
(112) Dawan Selo		
(113) MURT HAD AL BALUSHI		25280660
(114) OMER TAHIR		15885593
(115) Muhammad Murtadif		80139112
(116) Mahad Maqsood		11635430
(117) Abdul Wahab Faiz		24725301
(118) WALEED ZAIDI		44049211
(119) Hatem Bari		18928051
(120) Ahmed Shahin	A-Shahin	Residence Academic Park
(121) Zeeshan Raza		84648633
(122) Daniyal Bhaila		83031006
(123) Saeed Alsebaeai		35244581
(124) Mustafa Adil		23633944
(125) MIHAAL HASAN		778-917-2798
(126) MAZMUNUL ISLAH		647-534-0356
(127) Yusuf Leblon		95972451
(128) Aldiyar Mukatay		19809656

Construction of a Masjid at UBC (20 Students per page)

	Printed Name	Signature	Student Number
(121)	Dkhwan Gopri		99732430
(130)	Alan Fakhri Abdelhadi	Alan Fakhri	21129820
(131)	Muhtaba Ali	Muhtaba	67653493
(132)	Nooralddeen Hussein	#11 87639613	7787881908
(133)	Amr Mohamed	Amr Mohamed	29722148
(134)	HARRIS RANA	Harris Rana	26284422
(135)	Omar Abdelhadi		93196814
(136)	Kimani M. Shukuru	Kimani M. Shukuru	50920910

Construction of a Masjid at UBC (20 Students per page)

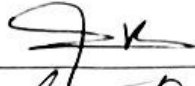
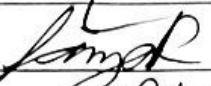
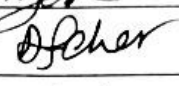


Printed Name	Signature	Student Number
(136) KHALID ABDILAH		98069578
(137) Huzaifa Wahla		79975454
(138) Antesham Wahla		75737585
(139) Husein Alatas		68171347
(140) Seraj Abo Subbuh		62850656
(141) EL Moatez Billa h NAGOURI		672-949-1817
(142) Kareem El-wishahy		85751410
(143) Yasser Samadour		41596244
(144) Safwan Khalid		60751849
(145) Prana Kumia Enjan		76792807
(146) Saka Dystakouga Adanto		7707232710
(147) Majed Alamousi		80022130
(148) Mohammad Fakhir		11939493
(149) Akbar Munir		23175888
(150) Ayadh Badvideen		3286829108 263422
(151) Azwad Sadman		39442868
(152) Yowif Makia		67783613
(153) Faraz Hasan		
(154) Ali Javed		96043765
(155) Syed Hasan		00974-77577406

Construction of a Masjid at UBC (20 Students per page)





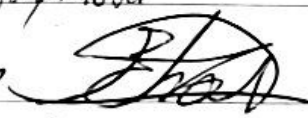
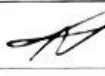
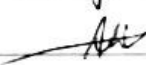


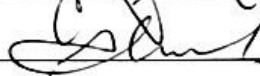
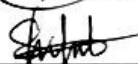
Printed Name

Signature


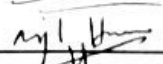
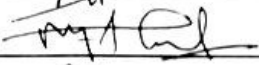


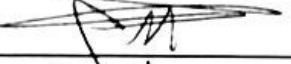
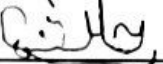
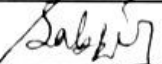
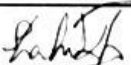


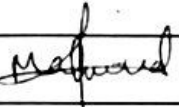

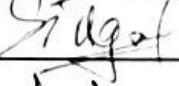

Student Number

(157)	Badr Mohamed		239 2267
(158)	Rayyan Saied		62073267
(159)	md Nurul Afcher Shishir		56990567
(160)	Abdelilah Aldahawi		78265162
(161)	Mohammed Al-Qadasi		77916161

Construction of a Masjid at UBC (20 Students per page)

	Printed Name	Signature	Student Number
(162)	Mohamed Ahmed		77474372
(163)	Amr Sadek		49001621
(164)	Reza Mursalin Sabid		46288622
(165)	Mahmud Hosni		7784445117
(166)	Mohamed Elhadary	M. Taymour	23805625
(167)	Muhammad Chan		70858923
(168)	OMAR Abukhssen	Gubril	3064916961
(170)	Abdelrahman Ahmed		96000000 41166309
(171)	Rayyan Zaman	Rayyan Zaman	22049555
(172)	Ali Mohamed		35304161
(173)	Khaled Ahmed	KA	91585163
(174)	Hazem Abdelhader	hazem	84072164
(175)	Hassen Halawa	Hassan	85748151
(176)	Mohamed Essa		6046777915 86653128
(177)	Muhammad Khattar	M. Khattar	77777777 4754671
(178)	Abdul Jalal Mugeeni		66424235
(179)	Muzafer Karaoslan		Fatih
(180)	Mahbubur Rahman		7726568155
(181)	Umar Fatimi	Umar	31973191
(182)	Asfar Lathib	S. Asf	604-725, 4278

Construction of a Masjid at UBC (20 Students per page)

Printed Name	Signature	Student Number
(183) SAIF KHAN		43768150
(184) Najmul Abid		5882354
(185) Younus Mushlag, Ahmed		76543198
(186) Mowad Boudina		62324744
(187) Ishman Bhargava		29872934
(188) Mohamed ZIDAN		85253656
(189) Harris Tirmizi		19158440
(190) Shafin Raowan Chowdhury	Shafin	34056747
(191) Sabbir Hossain		7783171821
(192) Shahrul Islam		17610068
(193) Anas Alam	Anas Alam	69619591
(194) Saif Abdelazim		62634422
(195) Hubab Amin		86866472
(196) Mahmoud Al Khafib		21127444
(197) UMESH VERMA		2365798683 / 61475521
(198) SIDDHARTH GARG		88481129
(199) Amol Gupta		00000000 29239324
(200) Ayushi Roy	Ayushi Roy	53423240

Construction of a Masjid at UBC (20 Students per page)

Printed Name

Signature

Student Number

ABDULLAH RASA



18049882

Muhammad Usman Siddiqui



46205233

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ELECTORAL AREA A Director's Update

From Jen McCutcheon, Director, Electoral Area A

Feb
2022

Director's Report

Hello UNA/UBC/UEL neighbours,

I trust that your new year (Gregorian or lunar) is off to a good start. For me, the fall felt pretty dark, but some good family and outside time over the winter holidays did me a world of good. Having said that, I am sure I am not the only one feeling a bit of "weight of the world" right now. I hope we can each take some time to rejuvenate out in nature, and to create time with those whom you care for.



Quality family time during the snowy winter break

After a gentle start to 2022, local and regional issues have picked up a lot of steam. Here on the UBC Peninsula, we all have the chance to weigh in on UBC's vision for the campus for the next 30 years. Within the UEL, the cannabis store application remains front and centre for residents, though no decision has been made yet. Across the region, I am excited to let you know that TransLink's Board, chaired by UNA resident Lorraine Cunningham, and the Mayor's Council for Regional Transportation (of which I am a member) recently approved TransLink's ambitious Transport 2050 Plan. You can read more about these and a number of other topics in the pages below.

In addition, I wanted to let you know about an upcoming Engagement session that I am currently planning. This session will focus on **Plastics Recycling: What Goes Where, and Does it Even Get Recycled in the End? Please save the date for Wednesday February 23rd at 7-8pm.**

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

All the best,

Jen McCutcheon

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



Community Connections: Sad news of the Passing of John Tompkins, UNA Campus Resident Editor

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

This month, I wanted to take a few minutes to remember the life of a really great member of our community. As you may have heard, John Tompkins, the long-time editor (and reporter and writer and designer) for the UNA local newspaper, The Campus Resident, recently passed away.



While John was no longer a resident of Electoral Area A when publishing The Campus Resident, he continued to be a strong presence here, and someone whose work impacted many of us. He took his role of The Campus Resident reporter and editor seriously, and if there was an event of interest happening in our community, you could count on John being there, rain or shine. I always admired his dedication and commitment to journalism, while always maintaining a kind and respectful approach.

I have asked Bill Holmes, a resident of one of the UBC neighbourhoods, to write a few words about John, and he kindly provided the following.

I was deeply saddened to learn of John's passing on January 29th. John had been a friend for many years. I came to know him by being a frequent contributor to The Campus Resident.

John was an experienced journalist. He learned the craft as a reporter for the Edmonton Journal. In 2003, when John lived at Hampton Place (a UBC neighbourhood), he saw a need for a local newspaper and so, being entrepreneurial, started a business of publishing a community newspaper for UBC residents. There were several iterations of the paper, starting with The V6T Community News, followed by

The late John Tompkins, editor and business manager of The Campus Resident newspaper. I will remember John for his dedication and commitment to journalism, while always maintaining a kind and respectful approach.

Photo credit: The Tompkins family

The Hampton Journal and The Wesbrook Journal, and finally The Campus Resident, which John launched in May 2010.



The Campus Resident stated John's role as "editor and business manager". That was an understatement. John was responsible for all aspects of the paper, including not only writing, soliciting, and editing articles, but also the design, printing, and distribution of the paper.

John provided an invaluable service to the UBC neighbourhoods. His newspaper informed us of local issues and events, thereby helping to create a greater sense of community and making us feel more connected. It also provided a forum for residents to express views and debate issues, a role for the paper that particularly pleased John. Even though the paper was funded by the UNA, John was a stickler for maintaining its independence. UBC residents' appreciation for The Campus Resident was evident by the outcry when, a few years ago, the UNA decided to stop funding it. That decision was soon reversed.

John was diligent in carrying out his role as reporter. He faithfully attended UNA Board meetings, UNA Annual General Meetings, and community events such as Lunar New Year. He would sit quietly, observing the proceedings and watching out for stories.

Several years after I got to know John, we discovered that our paths had crossed more than 50 years ago. In my last year of high school, he was a new teacher at the school (he stayed only one year). Among the courses he taught was Physics 12. While I took that course, I was in a different section, so just missed having him as a teacher. When I discovered this connection, I was able to put John back in touch with another teacher who had been his fishing buddy.

When John was taken to the VGH on January 3rd, there was an expectation that he would be released in a few days. However, one medical issue turned into another and then another, with the shocking end. Even while in the hospital, John was determined to renew his contract with the UNA to continue publishing The Campus Resident. He has been taken from us far too soon and will be sorely missed.

- Bill Holmes, UNA Resident

Update on the UEL Cannabis Application Process

As you may remember from my May 2021 [newsletter](#), there is currently an application for a cannabis store on University Boulevard within the UEL. There has been some confusion around the application process, so I wanted to provide some clarification.

Cannabis retail applications within the UEL undergo a two-part process, with the first being a rezoning application to the UEL. The UEL is responsible for local land use planning within its jurisdiction, which includes zoning, building permits and business licences. This is why the application is first being considered by the UEL through the rezoning application. The provincial Minister responsible for

CHANGE OF LAND USE DISTRICT APPLICATION

5784 University Blvd.
Burb Cannabis Corporation
#3140 - 1502 Broadway St, Port Coquitlam

Has applied for a Change of Land Use District to develop the site for non-medical cannabis retail. The deadline for written comments addressed to the UEL Manager is June 9, 2021. Please note that for non-medical cannabis retail licence applications in the UEL, Metro Vancouver Regional District (MVRD) must gather residents' views to make comments and recommendations on the licensee's application to the BC Liquor and Cannabis Regulation Branch (LCRB). Written comments submitted as part of this rezoning application will be considered as gathering residents' views for the MVRD and will be used to inform LCRB.

Rationale for the proposal

- Three pillars of legalization are: protecting our vulnerable youth; eliminating the illicit market; and ensuring the safety of consumers by offering access to tested, safe products.

Application date:

Photo from May, 2021 of information in University Village about the proposed UEL Cannabis Store Application



the UEL (Minister Osborne) is the decision maker for rezoning applications in the UEL. I met with Minister Osborne in December and conveyed the strong feedback that I have received from residents about this issue.

Please note that if an applicant wanted to open a store on the UBC lands (including within the UNA), UBC would be responsible for this first level of decision making, and at present, they are not considering such applications.

If the Minister were to deny the rezoning, then the application does not move ahead to the second step. If the Minister were to approve the rezoning application, the next step would be for the Minister's decision and any supporting documentation to be forwarded to Metro Vancouver Regional District (MVRD), since Metro Vancouver is the local government for the purposes of providing comments on liquor and retail cannabis licences in Electoral Area A (including UEL and UBC) to the BC Liquor and Cannabis Regulation Branch (LCRB), which is the final decision-making body for such applications.

In the event that the Minister renders a positive decision, supporting documentation (including residents' comments) would be forwarded to Metro Vancouver staff to review and formulate a recommendation to bring to the Electoral Area Committee (which I Chair) and then to the MVRD Board. The MVRD Board would consider the application and pass a resolution recommending that the LCRB either approve or refuse the application. If the MVRD Board were to recommend refusal, the LCRB would not issue the licence. If the MVRD were to recommend approval, then the LCRB may issue a retail cannabis licence.

Public consultation is an important part of this process, and numerous pieces of correspondence as well as petitions were received during the spring 2021 comment period. All public input will be considered at both levels of decision making. For my part, I can assure residents that I will be carefully reading all the feedback and supporting documentation and at both the MVRD Committee and Board level, I will represent UEL residents to the best of my ability, taking into account all the feedback received from the community.

As the application is still at the initial UEL rezoning stage, Heather Shay with UEL Administration, is best suited to answer any questions related to the current status. She can be reached at Heather.Shay@gov.bc.ca. Having said that, I always welcome correspondence from Electoral Area A residents, so feel free to reach out if there is anything I can assist with.



Engagement Session on Plastics Recycling: Wednesday February 23rd at 7pm

WHERE DOES OUR PLASTIC GO?

Join us as we sort through what plastics get recycled where, and then follow where various plastics (and other waste) end up.

Wednesday, Feb. 23rd at 7-8pm

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

*Presented by Electoral Area Director Jen McCutcheon
(areaajen@gmail.com or www.areaajen.ca)*



Do you ever find yourself looking at a piece of plastic in your kitchen, wondering if it can be recycled, and if so, where and how? Do you wonder if all the effort that we as individuals put into sorting and properly disposing of our waste even results in items being recycled? Join me for a conversation that will help us better understand what can be recycled where, and what happens to items that are recycled in our region. Guest speakers include UNA Sustainability Specialist, Julia Gellman who runs our local Green Depot, as well as Metro Vancouver's General Manager for Solid Waste, Paul Henderson. The session will occur via Zoom on Wednesday, February 23rd from 7-8pm. Zoom link for all my engagement sessions: <https://ca01web.zoom.us/j/6044516562>

If you missed my last engagement session on the Circular Economy, you can listen to an audio recording [here](#).

Campus Vision 2050

UBC recently launched their Campus Vision 2050 strategy. This is a 2.5 year process that will help shape how the UBC Vancouver campus – including its university neighbourhoods – changes and grows over the next 30 years. I wanted to share a [link](#) to register for a number of events UBC has planned, including a virtual open house scheduled on Feb. 10th from 5:30-6:30PM as well as workshops on Feb. 8 (online), Feb. 15 (in person), and Feb. 16 (in person). The open house will include a presentation, an overview of our [online engagement platform](#), and lots of time for Q&A, while the workshops are an opportunity to explore and discuss ideas about the future of the campus with others from the UBC community through visioning and small group discussions:

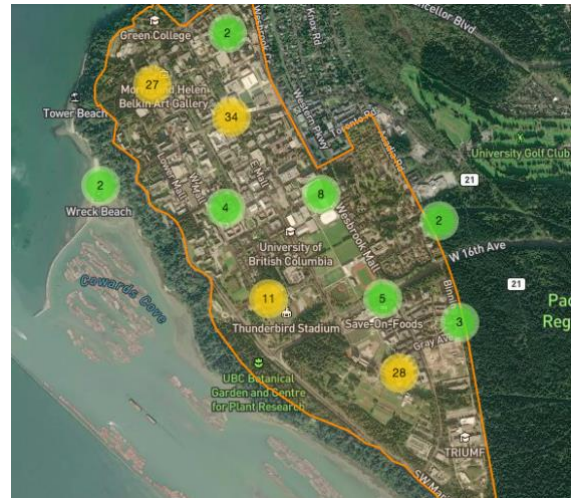
1. [Drop a pin on the Campus Map.](#)
2. [Fill out the Survey.](#)
3. [Post on the Ideas Boards.](#)
4. [Ask a question on the Q&A board.](#)



I particularly like the interactive “Drop a pin on the Campus Map” feature where we can comment on real examples of what is and is not working on the current campus, as a way to inform future growth and development. Check it out [here](#)

The UNA is actively working with UBC to ensure that the needs of the community are represented in UBC’s Campus Vision 2050 plan. The [Land Use Advisory Committee](#) was established to help support the UNA Board with land use and development on the UBC Campus and help facilitate discussions on land use planning and development with residents. They have set up a website to share ideas with residents. You can find it [here](#).

I urge you to get involved in this planning process. This is our chance to help shape our neighbourhoods develop with respect to aspects such as affordability, livability, climate action and environmental sustainability, and density.





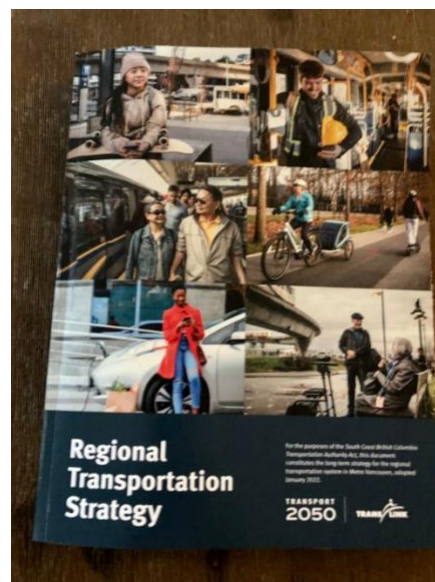
TransLink Updates

Transport 2050 is adopted!

I am excited to let you know that we recently adopted TransLink's 30-year vision for transportation development! After one of Metro Vancouver's largest-ever public engagement efforts, TransLink is moving forward towards tangible region-wide action to improve public transit. These actions include:

- ✓ Quadrupling the rapid transit network
- ✓ Adding 850km of protected bikeways
- ✓ Dedicating more streets to walking, biking, rolling, and transit
- ✓ Promoting electric and shared vehicles: bikes, scooters, and cars

The goals of T2050 are to make public transit more convenient, reliable, affordable, safe, comfortable, and carbon-free. TransLink will begin working with partners to confirm key regional transportation priorities to begin making this vision a reality. You can find more details on T2050 [here](#). If you would prefer to browse through a hard copy, I have one, and am happy to lend it out – just send me an email (areaajen@gmail.com).



TransLink's Climate Action Strategy

On January 20th, TransLink released its new Climate Action Strategy which maps out TransLink's commitment to achieve net zero emissions by 2022. These goals encompass all of TransLink's operational companies and work to achieve the following:

- ✓ Net zero Greenhouse Gases (GHGs) by 2050
- ✓ Zero emissions from TransLink's bus fleet by 2040
- ✓ 45 percent reduction of GHGs by 2030 (over 2010 levels)
- ✓ To create a more resilient system that can withstand extreme weather events that also keeps customers safe and comfortable

Later this year, TransLink will release a more detailed plan that will complement Transport 2050, TransLink's regional growth vision. [Find more details about TransLink's Climate Action Strategy here.](#)



Braille Signage installation begins at bus stops

TransLink has begun installing braille signage at all bus stops and tactile walking surface indicators at all property it owns or leases. The signage at the stops will have bus stop ID numbers, bus routes serving that bus stop, bay or bus stop indicators, and customer information phone numbers. For customers seeking assistance or more information, they can call 604-953-3333.



UNA Sustainability Team Launches a Virtual Lunch and Learn Series

UNA's Sustainability Team is pleased to introduce Sustainability Sessions: a monthly series of virtual Lunch & Learns on various sustainability topics. We welcome participants to connect over their lunch hour and learn from exciting guest experts. This series aims to connect, share resources, and support networking with sustainability champions in our neighbourhood communities.

The first session in the series will be on February 16th, from 12:30-1:30, on the topic of Energy & Climate Action. You can register (for free!) and find more details [here](#). Stay tuned for more sessions in this series.

UNA UNIVERSITY NEIGHBOURHOODS ASSOCIATION

Sustainability

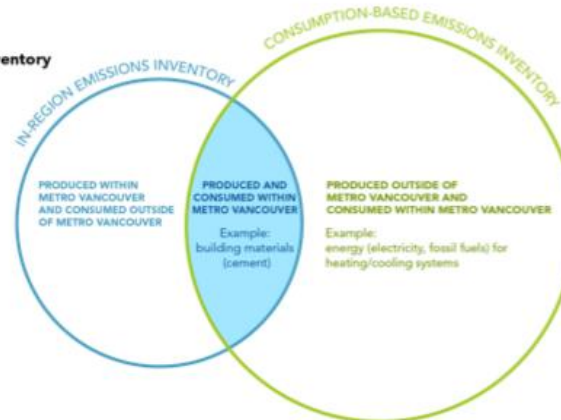
The UNA is committed to providing leadership, education and support services to promote a sustainable community life.

Metro Vancouver Regional Consumption-Based Emissions Inventory

Metro Vancouver has developed a consumption-based emissions inventory (CBEI) to provide a more comprehensive understanding of greenhouse gas emissions, as a complement to the in-region emissions inventory conducted in 2015. A CBEI extends takes into account **embodied emissions** that occur outside the region's geographical boundary, but are associated with goods and services that are consumed within the region.

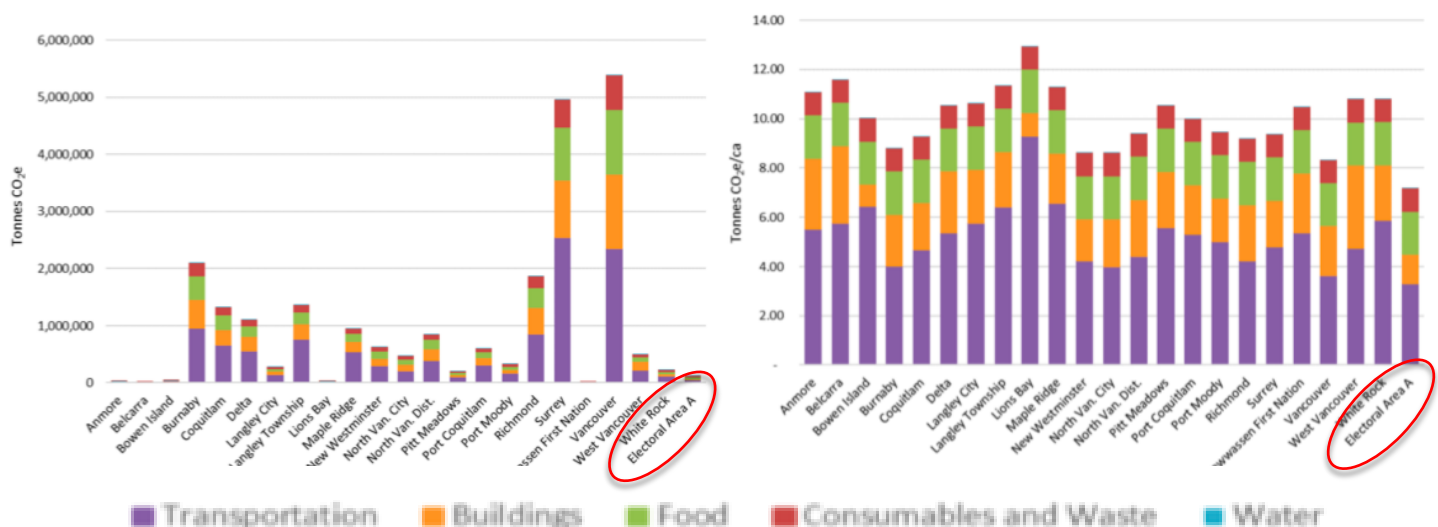
The CBEI is intended to inform the development of policies and implementation of actions in both the *Clean Air Plan* and the longer-term *Climate 2050* roadmaps, and it helps complete the picture of how in-region economic activity and consumption habits influence greenhouse gas emissions globally.

GHG emissions included in an in-region emissions inventory vs. a consumption-based emissions inventory
Example: GHG emissions from goods and services for a building



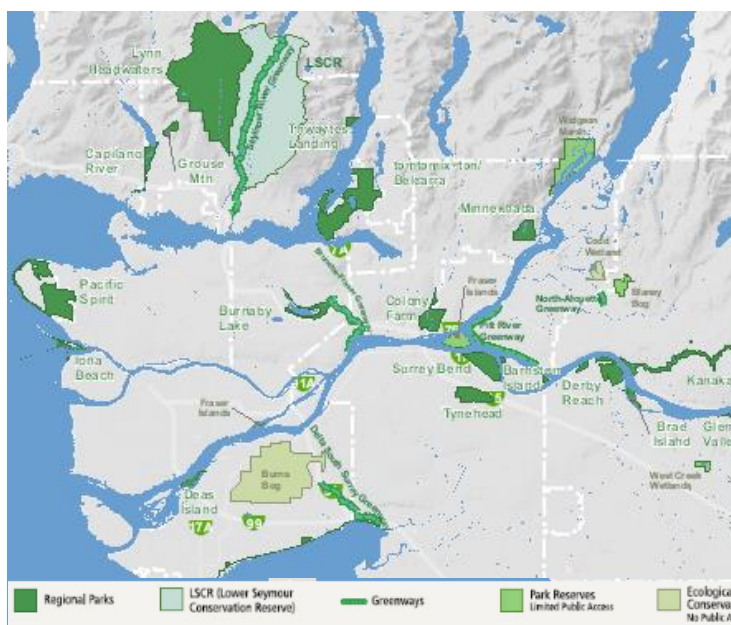
In-Region (Territorial) versus Consumption-Based Approach in the Emissions Inventory

The CBEI estimates the region's consumption-based greenhouse gas emissions were 23.3 million tonnes of GHG equivalent in 2015, which is 58% higher than the 14.7 million tonnes of in-region emissions. The consumption-based emissions inventory shows that transportation (49%) and buildings (22%) are the top two sources of emissions associated with consumption, which is similar to the proportional contribution of transportation and buildings in the in-region emissions. Consumption-based (or embodied) emissions vary greatly across the region, as illustrated below.



Consumption-based (emissions inventory) by Metro Vancouver Community. The graph on the left is absolute numbers in tonnes CO₂e, and the graph on the right shows the data per capita. (2015 data)

Regional Parks Plan Engagement Starts on February 14th



Metro Vancouver Regional Parks (in green)

Metro Vancouver is updating its *Regional Parks Plan*, which provides strategic direction to guide the work of Regional Parks and progress towards the vision of a regional parks system that is “protected and resilient, connecting people to nature, with benefits for all.”

The updated plan identifies how key challenges will be met and opportunities leveraged, and provides an action plan to address priorities over the next decade. At the January 28 meeting, the Metro Vancouver Board approved initiating engagement with member jurisdictions, First Nations, agencies, stakeholders, and the public to help further refine the draft plan. Engagement will begin on February 14, with details to be posted on Metro Vancouver’s [website](#). Completion of the final plan is anticipated by July 2022.



Metro Vancouver Flood Resiliency Task Force



Electoral Area A's Barnston Island, located in Metro Vancouver between Surrey (to the South/bottom of the image) and Pitt Meadows (to the north/top). This low-lying island has been identified as being at risk of flooding.

Image credit: Upland Agricultural Consulting

In response to the extreme flooding that impacted Metro Vancouver and many parts of the province during the winter of 2021, Metro Vancouver Chair Sav Dhaliwal has established a *Flood Resiliency Task Force* to provide advice and recommendations to the Metro Vancouver Board and to the Board members appointed to the Leadership Committee of the Lower Mainland Flood Management Strategy (LMFMS) on issues related to flood resiliency.

The task force will review and consider Metro Vancouver's regional priorities and issues for the LMFMS and will also consider options for Metro Vancouver to coordinate and collaborate with member jurisdictions, First Nations, Fraser Valley Regional District, and the provincial and federal governments, on plans, priorities and funding to enhance flood resiliency. I have been asked to serve on this new task force to support all impacted communities across the region, and especially those on Electoral Area A's Barnston Island.

Jen's Board and Committee Appointments for 2022

I am happy to report that I have been reappointed to almost all of the boards and committees that I was on in 2021. Feel free to reach out to me if you would like to learn more. My current Committee and Board appointments:

- Metro Vancouver Regional District (MVRD) Board of Directors
- TransLink Mayors' Council for Regional Transportation
- Climate Action Committee, MVRD
- Finance and Intergovernmental Committee, MVRD
- Chair of the Electoral Area Committee, MVRD
- Mayors' Committee, MVRD
- E-Comm Board of Directors (my term expires this year)
- Human Resources Committee, E-Comm
- Fraser Valley Regional Library Board of Directors
- Joint Regional Planning Committee for TransLink
- Inaugural Board Member for Metro Vancouver Zero Emission Innovation Centre (ZEIC)
- Ocean Watch Action Committee
- Metro Vancouver Flood Resiliency Task Force

Links & Connections

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

www.areaajen.ca

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

www.facebook.com/AreaAJen

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

www.metrovancouver.org

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

www.translink



Report Date: February 7, 2022
Meeting Date: February 25, 2022
From: Sundance Topham, Chief Administrative Officer
Subject: February Management Update

Background

The February 2022 Management Update is presented for information.

Decision Requested

For information

Discussion

CHIEF ADMINISTRATIVE OFFICER

In late January and early February a considerable amount of time was spent undertaking budgeting and preparing for the upcoming JFTF meeting, with background work on the Athletics Access Fee and Reserve's Policies. Time was also spent preparing for the start of the Land Use Advisory Committee and working on a variety of human resources related items as well as ongoing COVID planning.

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

Board Relations

- Attended the February Finance and Governance and Human Resources Committee meetings.

COVID-19 Support

- Ongoing monitoring of UNA COVID 19 processes.

Operations

- Ongoing work to advance the proposed UNA-UBC Community Works Funds projects to the next stage – including two meetings between the UNA Community Works Fund Committee members and Campus + Community Planning representatives, as well as the project designer, to discuss next steps for the proposed Westbrook Basketball Court project.

Finance

- Assisted with budget planning work.

Risk Management

- Continue to support the UNA in implementing policy/training or contractual changes required as a result of the new UNA insurance coverage.
- Preparing for the upcoming insurance renewal – including investigating the background as to why the UNA pays for community centre insurance.

Programs and Services

- Records Management work - Continue to assist with the implementation of the Records Classification and Retention System.
- Finalized the Office Space Needs Assessment. An update on next steps will come to the Board at the February Board meeting.
- Attended a meeting with the Operations Manager and his UBC counterpart to discuss early planning considerations for when the UNA works yard location is no longer available (estimated five-year horizon).
- Attended the Development Review Committee meeting where the proposed Lot 6 development in Wesbrook Village was discussed.

Human Resources

- Preparations underway for annual performance reviews.
- Early work underway preparing job descriptions for proposed new staff positions.

Community Relations

- Continue to respond to community enquiries – including questions regarding traffic signage.

OPERATIONS

Electric Vehicle Charging Location Assessment

There is a slight delay for the EV charging locations assessment study. AES Engineering consultants working along with UNA streetlight maintenance team visited multiple streetlight kiosks as part of EV charging location assessment. The consultant team is currently working with BC Hydro and UBC Utilities to obtain energy load data information.

Speeding cyclists and scooters at Main Mall Greenway

The UNA operation team received multiple reports regarding speeding cyclists, electric powered scooters, and close calls between pedestrians and riders. After consulting with UBC Transportation Engineering Department on the fast-biking issue, the UNA operations team will first install “slow down signage” in multiple locations: At the

Greenway entrance of the Jim Taylor Park; at the fire lane intersection between Eagles Drive and Larkins Drive; and at the south end of the Greenway entrance near Stadium Road. This purpose of this signage is to remind all cyclists/riders/pedestrians that the Main Mall Greenway is a shared pathway and all wheeled traffics will need to slow down as they are entering a pedestrian priority zone. On top of that, Operations team will install “slow down” stencils with the new Slow Down signage in the above locations.

There are limited physical traffic calming measure options available. Since Main Mall Greenway also serves as a Fire Lane, it is against the regulation to setup any large permanent structure like fence to slow down fast-moving traffic. Secondly, the greenway’s paver surface instead of asphalt or concrete which posts another challenge.

UNA operations team will continue to monitor the situation and make adjustments as needed.

Microgreen & Sprouting Workshop

On February 15 from 5-6:30pm, we are hosting a SOLD OUT workshop (now moved to a virtual format) on sprouting and micro-greens. Each participant will receive a sprouting kit to learn how to grow their own sprouts, baby greens, and microgreens at home; bringing some nutritious greenery into our winter season.

Sustainability Sessions: Virtual Lunch and Learn Series

The Sustainability Sessions are a new virtual lunch and learn series exploring a variety of sustainability topics relevant to households and neighbourhoods of the UNA. The sessions will bring diverse guest experts, and invite residents to have an open discussion and Q&A on each topic. This program aims to provide residents with an opportunity to connect, share resources, and network with other sustainability champions in our neighbourhood communities, as well as inform the Sustainability Team of resident priorities and values. The following events are scheduled, with a goal for regular events as demand permits.

Feb 16, 12:30-1:30pm – [Energy & Climate Action](#)

Mar 14, 12:00-1:00 pm – [Recycling, Compost & Waste](#)

Apr 7, 12:30-1:30pm – Sustainable Transportation (link to come)

Energy Benchmarking Project

The UNA and UBC Campus & Community Planning are partnering to provide energy and emissions reporting for buildings in the UNA; allowing building owners to better understand energy performance and energy costs. The project will help inform future policies and programs regarding neighbourhood building energy use and reduction. The invitation was sent out to strata chairs and the greater UNA community, and the deadline for stratas to express interest is February 18th. Read more [here](#).

UNA Community Garden Update

We successfully migrated all our gardener records (including a 400+ person waitlist) into our Perfect Mind Client Management Software. There was a ~10% rate of vacancy after garden renewals. This means that approximately 20 garden plots will welcome new gardeners into plots for the 2022 season, starting mid-March. There are still hundreds of waitlisted gardeners.

FINANCE

Highlights of major activities:

- Budget Public Consultation for 2022/2023
- Continue working with JFTF

Details:

Budget Public Consultation

The draft 2022-23 UNA budget was presented to the Board at the January Board meeting and was posted on the UNA website from Wednesday January 26th, 2022, for public consultation. The consultation will remain open until Friday February 18th, 2022. Once all the public feedback are received by the cut off, a report will be prepared to the Finance and Audit Committee for review and then to the Board in March.

Joint Financial Task Force (JFTF)

More work has been done on the Athletic Access Fees and updating of the Reserve policy. A JFTF meeting has been scheduled in late February and will provide an update to all parties regarding the progress and next steps for those two items.

Quarter Three Reporting:

Third quarter financial reporting is complete, and further details will be provided in the Q3 financial result report, which is included in this Agenda.

COMMUNICATIONS

Draft Budget Community Consultation

Communications Team worked with the Finance Team to create and implement a plan for the UNA's draft budget consultation. The process started on January 26 and continues until February 18, 2022 and it gives the community an opportunity to provide feedback on the UNA's operating and capital budgets. The feedback collected will be included by the UNA Finance Committee in its recommendations to the UNA Board of Directors.

Program Guide Content Review

Communications is currently doing an in-depth review of all the content of the Recreation *Program Guide*, particularly, program descriptions to ensure that all content is aligned and standardized to include what participants should expect and the program's key outcomes. Program names will also be edited to ensure they are standardized and descriptive.

Centralized Website Channel for Staff

Communications is in the process of launching a dedicated MS Teams channel for the UNA website. This internal communication tool will help streamline the process for reporting any website issues, requesting website content updates and housing training materials. It will also serve as a centralized hub for staff to get updates on website changes and upcoming projects.

Community Engagement Advisory Committee (CEAC) Staff Support

Communications Manager provided support for the CEAC orientation of new members, liaising member resignations, coordinating with community engagement consultants as per request of the CEAC, coordinating with UBC staff and coordinating with the Chair and Co-Vice Chairs for preparation of the agenda. More information will come to the Board in the CEAC Chair's report and in upcoming meeting minutes.

COVID-19 Updates and Changes

The Communications Team supporting the Recreation and Operations teams as new changes and updates about COVID-19 restrictions came to light. During heightened restrictions, bookings were implemented at the fitness centres and then lifted again after a couple of weeks once restrictions were loosened. Communications also helped review the UNA's COVID-19 Safety Plan.

Passing of Campus Resident Editor

It is with great sadness that the UNA received news of The Campus Resident's editor, John Tompkins' passing last January 29, 2022.

John was the editor and business manager of the UNA community newspaper, *The Campus Resident*. He started his business of publishing a community newspaper for UBC residents in 2003 commencing with *The V6T Community News*, followed by *The Hampton Journal* and *The Wesbrook Journal*, before launching *The Campus Resident* in May 2010.

John was responsible for all aspects of *The Campus Resident*, including not only writing, soliciting and editing articles, but also the design, printing and distribution of the paper. He was a dedicated journalist who covered countless UBC and UNA community issues and events. John played a key role in keeping our neighbourhoods informed and

connected. His love and wisdom, sense of humour, kindness and patience will be dearly missed by his family, friends, colleagues and neighbours.

The UNA has been in contact with John's family and, as per his wishes, his funeral will be private. In memory of John, please consider a donation to the Vancouver General Hospital. A related report is included in this month's Board agenda.

Other Work

- Support for Sustainability Department events and signages
- Support for Lunar New Year event promotions
- Support for Family Day event promotions
- Support for UBC partner events promotions
- Support for Campus Vision 2050 publicity

RECREATION

Recreation Programs

Winter programs are now in stable operation after experiencing the Provincial Health Officer (PHO) restrictions, increased withdrawals, and cancellations in January. Over 10 affected adult fitness programs resumed after Jan 20. We've seen a 10% drop in overall enrollment compared to the fall season and hope the impact of Covid will diminish when the spring season starts.

Spring and summer programming are well underway, the spring and summer *Program Guide* will be produced by March 4. The registration will open on March 14 with increased offerings in arts and cultural programs, fitness classes, and summer camps.

Fitness Centres are open. Capacity restriction is still in place, but no pre-booked appointment is required. Fitness Centre visits resumed quickly. A discounted 10-punch pass was introduced after the restrictions were partially lifted on Jan 20. Over 40 passes have been sold. The promotion will continue till Feb 15.

Our room rental is only open to meetings, workshops, or lectures with capacity restriction in place. Currently, we don't accept bookings for birthday party, weddings, retirement party or other celebratory activities in accordance with the most recent PHO.

Community Events

Two community events were planned for the winter season. The Lunar New Year was celebrated on February 5 at Wesbrook Community Centre with about 250 people in attendance. Although activities were considerably pared down this year, the spirit of festival was exhibited. Tiger-theme artwork show was a hit and drew a great interest from the community members to vote for their favorite pieces.



Family Day is on February 21. We will open our gym, art room, meeting rooms at the Barn, Community Field and Collings Field for families to explore different activities at their own pace. A family Eco Walk is organized with Pacific Spirit Park Society for an outdoor nature adventure.

Human Resources

Three employee positions are in the hiring process: one Front Desk Agent, Birthday Party Leader and Event Assistant, and a Safe and Connected Community Assistant. Recruitment for program instructors is ongoing as one of our focuses this year. We hope to attract diverse talents to support our program expansion particularly in arts and cultural programs, fitness classes, and personal training.

Financial Implications

None

Operational Implications

None

Strategic Objective

None

Attachments

None

Concurrence

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



UNIVERSITY
NEIGHBOURHOODS
ASSOCIATION

**UNA BOARD MEETING
OPEN SESSION**

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: February 8, 2022
Meeting Date: February 15, 2022
From: Sundance Topham, Chief Administrative Officer
Subject: Wesbrook Basketball Court Development Permit

Background

At the December 21, 2021 meeting the UNA Board passed the following two motions in relation to the proposed Wesbrook Basketball Court project:

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

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

A siting analysis and revised design has been created for Board review, and the UNA representatives (Directors) to the Metro Vancouver Area A group considering the expenditure of the Community Works Fund are recommending the submission of an amended development permit application.

Decision Requested

THAT the UNA ask UBC Properties Trust (UBCPT) to submit an amended development permit application for the temporary basketball court development in Wesbrook Place to Campus and Community Planning - based on the attached siting analysis and revised site design.

Discussion

As directed by the Board the UNA representatives to the Metro Vancouver Area A group considering the expenditure of the Community Works Funds worked with Campus + Community Planning and the project designer to review opportunities to mitigate noise and siting concerns for the proposed Wesbrook Basketball Court.

A siting analysis for the proposed basketball court was completed by Campus and Community Planning staff. The analysis (attached as Schedule A) identified potential sites for the proposed basketball court that considered consistency with the existing neighbourhood plan's land use designations, co-location benefits with similar recreational uses, and distance from neighbouring residential units. The siting analysis also includes a noise study completed by UNA staff.

The UNA also engaged the services of Richard Findlay, Landscape Architect to prepare a revised sport court design and layout plan that included noise mitigation design features and aligned with leading practice for this type of recreational facility. The amended site design is attached to this report as Schedule B.

As noted in the siting analysis, if the Board chooses to ask UBCPT to resubmit an amended development permit application for the temporary basketball court development, Campus and Community Planning will undertake the required community engagement and a final technical analysis before a decision is made by the Development Permit Board.

Even if the development permit is issued by the Development Permit Board, a final decision on whether to advance the project to the Electoral Area A Community Works Fund working group, and ultimately Metro Vancouver Board, for approval, lies with the UNA.

Based on a late February submission, the following proposed timeline will be in effect should the Board choose to resubmit the development permit application:

February 23: DP application submitted

February 25:

DP application posted on website with feedback form

Notification to residents (scope to be determined)

Email notification to UBC agencies

Ad prepared for Ubyyssey

Site Notification sign content prepared

March 3: Site sign installed on site

March 10: Development Review Committee (DRC) meeting held by Zoom (presentation by applicant team)

March 16*: Virtual Open House held by Zoom (11:30-1:00pm and 7:00-8:30pm); presentation by applicant team

March 23: Public consultation on website concludes

April 4: Minor C+CP recommended revisions to plans in response to community feedback (if required)



April 7: Staff report prepared by C&CP for DP Board

April 13: Development Permit Board meeting (by Zoom) 5:00pm

*or March 15/17 – suggesting 2 open houses

Financial Implications

The preliminary work associated with site layout and design will be included in the overall project budget, which will be funded through Metro Vancouver Community Works Funds. If the project does not advance, the funds for the preliminary consulting work will come from the consulting fees budget of the UNA.

Operational Implications

Advancing the proposed project to the development permit stage will require input from Administration, Operations and Communications staff.

Strategic Objective

UNA Community and Stakeholder Relations

Attachments

1. Schedule A – Temporary Wesbrook Basketball Court Siting Analysis
2. Schedule B – Revised Temporary Wesbrook Basketball Court Layout Plan

Concurrence

None

Respectfully submitted,

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

Sundance Topham
Chief Administrative Officer

TO: University Neighbourhoods Association

FROM: UBC Campus and Community Planning

DATE: February 02, 2022

PROJECT: Proposed Basketball Court for Wesbrook Neighbourhood-Siting Analysis

Project Summary:

A temporary outdoor basketball court for Wesbrook Neighbourhood is being explored by the UNA as a potential project made possible through Metro Vancouver's Community Works Funding, offered to local governments across the region and used to support initiatives that benefit the local community. The UNA Board will determine whether to include this project for Metro Vancouver consideration as one of a suite of UNA initiatives being put forward under the Community Works Fund. Before this project can be considered for advancement, a development permit from the governing land use jurisdiction, which is UBC's Campus and Community Planning, is required.

The proposal has been discussed at the UNA Board, with numerous community members providing feedback (both formally as a delegation, or through written comments to the Board), highlighting a number of interests and concerns with regard to the proposal in terms of community benefits and risks.

To assist the UNA Board in its decision and in advance of re-submitting any development permit application, Campus and Community Planning has been working with the UNA to evaluate and help identify potential sites for the proposed basketball court that consider consistency with the existing neighbourhood plan's land use designations, co-location benefits with similar recreational uses, and impacts to neighbouring residential units. The UNA has also engaged the services of Richard Findlay, Landscape Architect to prepare a sport court design and layout plan that aligns with industry best practice for this type of recreational facility. A separate noise impact study has also been completed by the UNA, and attached for information (Attachment 4).

Should the UNA Board decide to proceed with a new development permit application, Campus and Community Planning would undertake the required community engagement and a final technical analysis as part of the development review process before a decision is made by the Development Permit Board.

Project Governance and Decision Making:

The UNA is leading the proposal and will determine whether or not it should advance to Metro Vancouver for funding (pending issuance of a development permit). Similar to any development initiative on UBC land, a development permit is required from UBC. The development permit process is managed by Campus and Community Planning with a decision made by the Development Permit Board, as part of UBC's land use governance per the UBC Development and Building Regulations. The UNA is the project proponent for this initiative and has engaged UBC Properties Trust, as developer and project manager, to act as the development permit applicant on their behalf.

As in a municipal context, advanced engagement by the project proponent is often suggested for redevelopment projects prior to the development permit application to ensure community needs and

interests are understood and considered by the project sponsor as well as the local land use jurisdiction. Although a formal engagement process has not been completed to date, the initial development permit application drew significant community attention, and the UNA Board has heard from community members on a range of benefits and risks with the initial project proposal, described in more detail later in this brief.

Upon receipt of the development application by Campus and Community Planning, the development review process begins and typically includes the following steps:

- Site signage erected at the proposed site with project details
- Two week online public engagement period, including:
 - Online engagement feedback form
 - Virtual public open house with project proponents present to answer questions
- CCP and UNA review of feedback from online engagement and open house
- Revisions to application, if necessary, in response to community feedback
- Development Permit Board meeting and deliberation
- Issuance of Development Permit
- [note: This project also requires a UNA decision to proceed to Metro Vancouver for funding of the project]

Project History:

A development application was submitted to Campus and Community Planning by UBC Properties Trust on behalf of the UNA in November 2021, for the proposed basketball court and was subsequently withdrawn by the UNA in response to community feedback highlighting concerns with the proposed court location. A high-level summary of resident concerns and interests that emerged based on community feedback to the UNA Board and early engagement from the development permit process (engagement was not fully completed) include:

- Noise impacts for residents who live across from the proposed basketball court
- Appropriateness of co-locating a basketball court next to a community splash pad
- Appropriateness of this type of facility for this neighbourhood
- General support for more recreation opportunities in the neighbourhood, although no strong consensus over what type of recreational facility
- Support for a basketball court in the Wesbrook neighbourhood

Based on this feedback, the UNA Board subsequently directed a sub-committee of the Board to work with Campus and Community Planning and the UNA's retained landscape architect to undertake a siting analysis and to review opportunities to mitigate noise and siting concerns for the previously identified Wesbrook Basketball Court location.

This analysis has been done in response to the request, and identifies a revised location, taking into consideration the interests and concerns raised through the process to date.

Siting Analysis:

This siting analysis is based on the proposed sport court design and layout provided by the landscape architect, and considers all available potential sites within Wesbrook Neighbourhood.

Location & Land Use

The basketball court has been proposed for Wesbrook Neighbourhood, zoned as a “Neighbourhood Housing Area” in the UBC Land Use Plan (Attachment 1). This neighbourhood includes several vacant sites that are slated for future development, which have been included in this siting analysis in addition to available open green space.

Siting Summary

Attachment 2 provides a summary of all sites that were considered for the proposed temporary basketball court facility, including all future development sites (8 total); plus 1 programmed open green space site. In consideration of these sites, the following criteria were applied to test viability, before proceeding with further technical analysis:

- Conformity with land use (all sites meet this criteria)
- Adequate space to accommodate the proposed design and layout
- Timeline of future anticipated development to maximize community benefit

SITE	EVALUATION SUMMARY
Site 1-Vancouver School Board Site	This site provides the longest potential lifespan for this temporary facility and would allow for 10 plus years of sport court use.
Site 2-SC5C	Future development site, planned for 2023. Not a viable option.
Site 3-Nobel Park	Site analysis focused on areas adjacent to softball field. Limited in size, currently used for community gardens and a playground. Not a viable option that can accommodate a basketball court.
Site 6-BCR7	Future development site, anticipated for 2025. Not a preferred option given its limited vacancy time. Would allow for approximately three years of sport court use.
Site 7-BCR5&6	Future development site, currently in Development Review stage. Not a viable option.
Site 8-BCR1	Future development site, anticipated for 2026. Not a preferred option given its limited vacancy time. Would allow for approximately four years of sport court use.
Site 9-BCR2	Future development site, anticipated for 2025. Not a preferred option given its limited vacancy time. Would allow for approximately three years of sport court use.
Site 10-BCR3	Future development site, anticipated for 2028. Not a preferred option given its limited vacancy time. Would allow for approximately six years of sport court use.
Site 11-BCR4	Future development site, anticipated for 2027. Not a preferred option given its limited vacancy time. Would allow for approximately five years of sport court use.

Based on this analysis, only one site has a >10-year development timeline, compared to all other sites that are planned for development within the next six years. Given the above development constraints, Site 1 (future Vancouver School Board site) was the only site advanced to further technical analysis, taking into consideration the noise impact concerns raised through early community feedback, and described in further detail below:

Distance between proposed sport court and nearest residential building:

Based on industry best practice recommendations from the UNA's retained landscape architect, a minimum 45m green space buffer should be provided between a sport court and adjacent residential buildings to minimize noise impacts. The proposed site is 64.05m away from the nearest residential building. Distance between the proposed sport court and the nearest future residential building was also measured, yielding a 57.1m green space buffer.

Noise Impact Assessment:

A noise impact study was conducted separately by the UNA to ensure conformity with UNA noise bylaw restrictions, and concludes that anticipated daytime noise impacts generated from the proposed sport court fall within the UNA noise bylaw restrictions (Attachment 4).

Sport Court Design Features:

The UNA's retained landscape architect has provided a revised sport court design that will be included in the development permit application. The revised design features include vegetation and gentle berming to help absorb sound.

Attachment 3 provides the proposed site layout, comparing the original proposed location with the proposed revised location. Based on this analysis, the revised location will be 64.05m away from the nearest residential building, increasing the originally proposed buffer by an additional 30 metres. The revised location will support primary pedestrian access to the facility via the community splash pad accessed from Webber Lane, and remains appropriately clustered with other outdoor recreational facilities including the sand volleyball courts and community splash pad. Clustering these types of facilities enables shared use of supporting amenities (garbage receptacles, pedestrian desire lines to access the site) and creates synergies between uses.

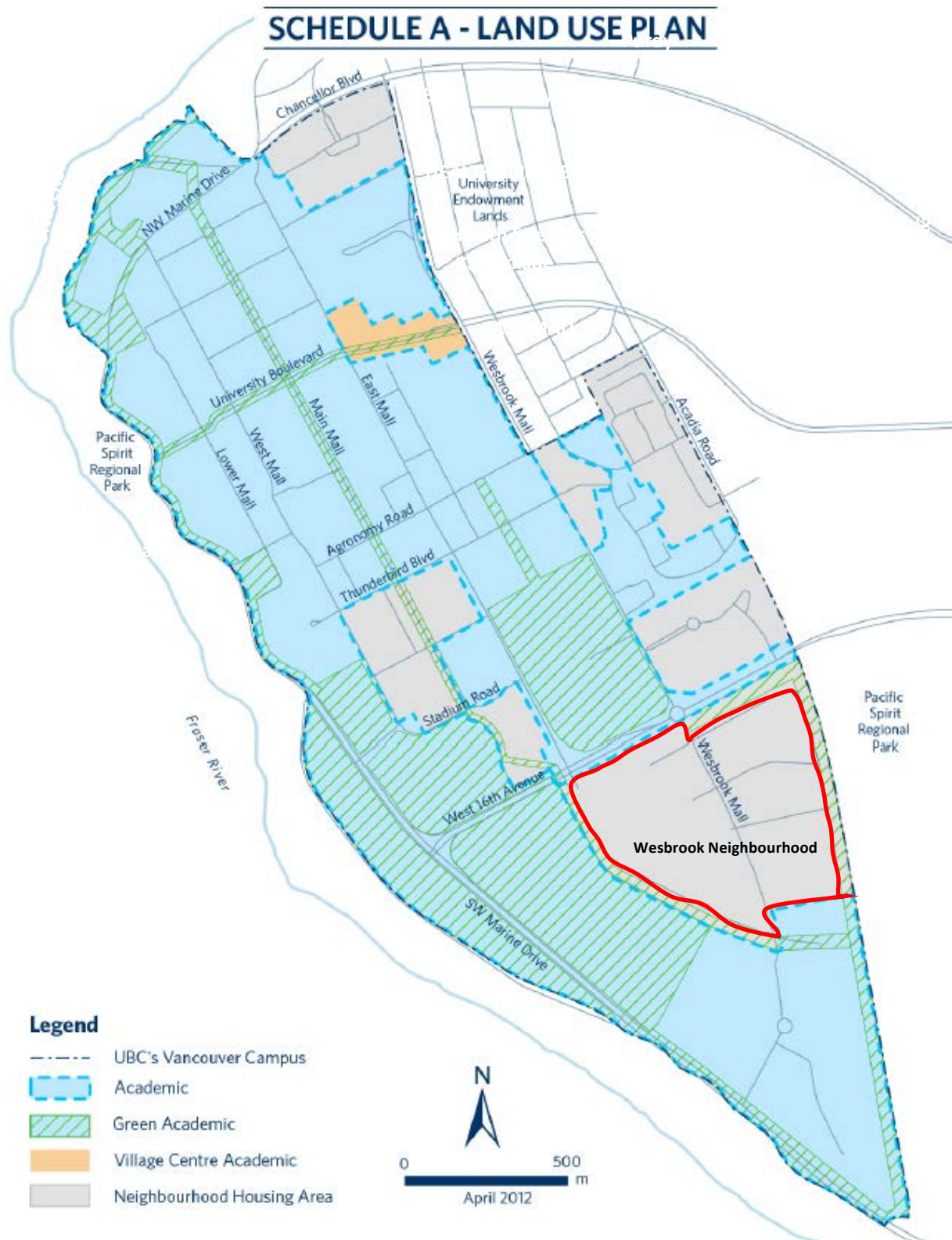
Attachment 5 provides precedent images and distances of outdoor basketball courts from residential areas across Vancouver as a comparison to what is being proposed. It should be noted that surrounding ambient noises will differ across locations, and adjacency impacts to single family homes may differ from impacts to multi-unit buildings.

Additional Considerations:

In addition to considering the revised site, design, and layout, the UNA Board may also wish to consider specifying the facility for daytime hours of use only, and including this requirement as part of the development permit to minimize noise impacts at nighttime. In addition, the UNA may also wish to explore accommodating specific user groups (such as programmed UNA camps) for designated use times throughout the day.

Attachments:

- 1. UBC 2015 Land Use Plan**
- 2. Proposed Basketball Court-Wesbrook Neighbourhood Siting Summary**
- 3. Site Specific Analysis-distances from neighbouring residential buildings**
- 4. UNA Noise Impact Study**
- 5. Basketball Court Precedent Images**



Attachment 2 – Proposed Basketball Court-Wesbrook Neighbourhood Siting Summary

BASKETBALL COURT SITING | SUMMARY



THE UNIVERSITY OF BRITISH COLUMBIA
CAMPUS + COMMUNITY PLANNING

PROJECT
WESBROOK BASKETBALL COURT

DATE
2022 / 02 / 02

PAGE
1

Attachment 3 – Site Specific Analysis-distance from neighbouring residential building

BASKETBALL COURT LOCATION | DISTANCES FROM NEIGHBOURING RESIDENTIAL BUILDINGS



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PROJECT
WESBROOK BASKETBALL COURT

DATE
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Noise Measurement at Webber House

Date of measurement: January 27, 2022

Last Calibration: January 27, 2022 2:29 pm

Time of measurement: January 27, 2022 2:31 pm to 2:56 pm

Ambient Temperature: 5c

Humidity: 81%

Weather: Sunny

Wind: 7km/h W

The screenshot shows the Vancouver, BC Weather app interface. At the top, it says 'Vancouver, BC Weather' with a green checkmark and 'SAVED TO MY LOCATIONS'. Below this, it says 'Updated on Thu., Jan. 27, 3:05 p.m.'. The main display shows a large '5°C' with 'FEELS LIKE 3' and a sun icon with a cloud. Below this, it says 'A few clouds'. To the right, there is a 'TOP STORY' box with the text: 'Consider the start to February as a GIFT to ski resorts in B.C. First look at how much snow is coming, HERE'. At the bottom, there is a grid of weather data: Wind (7 km/h W), Humidity (81%), Visibility (48 km), Sunrise (7:50 AM), Air Quality (2 Low Risk), UV (1 Low), Wind gust (11 km/h), Pressure (↓102.8 kPa), Ceiling (9100 m), and Sunset (5:00 PM).

Source: Weather Network 2022 ([Link](#))

UNA Noise Bylaw

Definitions

“Continuous Sound” means any Noise occurring for a duration of more than three minutes, or occurring continually, sporadically or erratically but totaling more than three minutes in any 15-minute period of time;

“Daytime” means from 0700 hours to 2200 hours on any weekday, and from 1000 hours to 2200 hours on any Saturday, Sunday or Holiday;

“Nighttime” means any time not included within the definition of Daytime;

“Point of Reception” means: (a) a point in a lane or a street, adjacent to but outside of the property occupied by the recipient of the Noise, that represents the shortest distance between that property and the source of the Noise; or (b) where no lane, street, or other public property exists between the recipient and the source, any point outside the property line of the real property from which the Noise emanates; and (c) in either case at least 1.2 metres (4 feet) above the surface of the ground;

Noise bylaw Section 10

No person shall Cause Continuous Sound the Sound Level of which:

(a) during the **Daytime exceeds a rating of 55** on an Approved Sound Meter when received at a Point of Reception; or

(b) during the **Nighttime exceeds a rating of 45** on an Approved Sound Meter when received at a Point of Reception.

Noise Level Decibel Scale

DECIBEL SCALE



Source: UNA Noise Bylaw Brochure 2014

Ambient Noise Level

Ambient noise level was recorded before and after the sound measurement.

There are external factors like vehicle drive by, pedestrians, background noise from playing field that can affecting the ambient noise level.

Ambient Noise			
	Start	Duration	LAeq (TH) [dB]
Info	-	-	P1 (A, Lin)
Sample 1	2022-01-27 14:32	02:42.0	48.9
Sample 2	2022-01-27 14:52	02:51.0	47.4

Ambient noise level during the period of measurement is between **47.4 db to 48.9 db**. Ambient noise level excludes period with vehicles and trucks drove by.

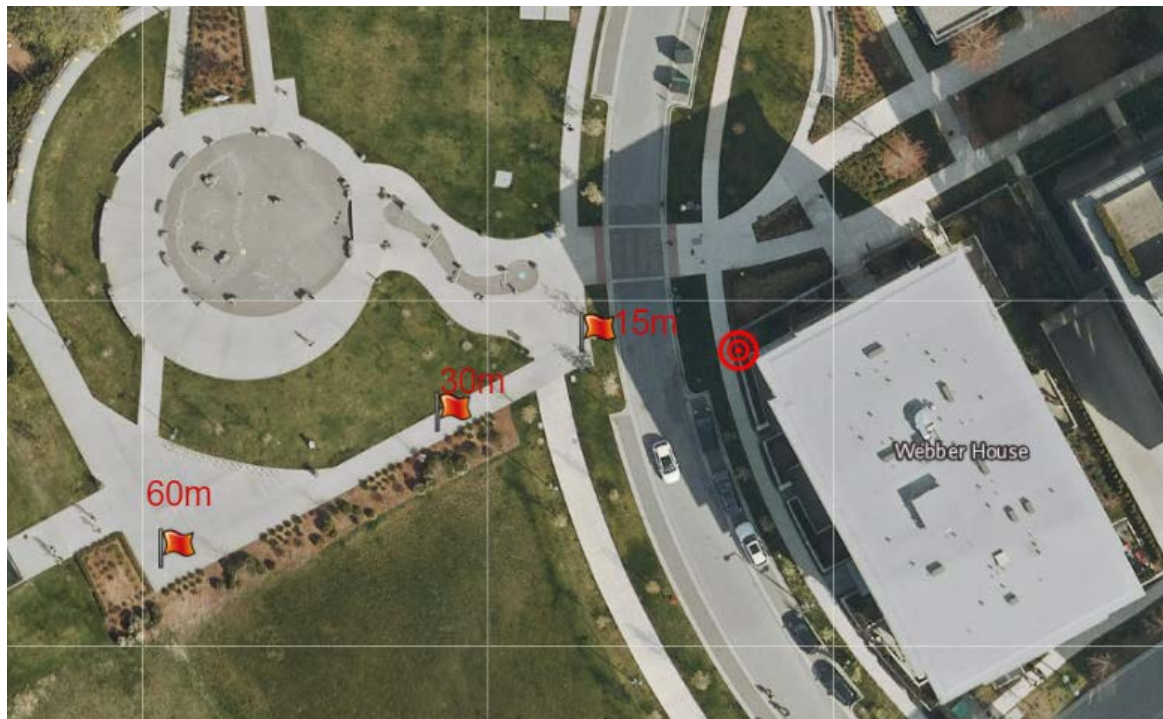
Bouncing Locations:

Locations are predetermined at 15m, 30m and 60m away from the nearest point of reception.

60m is approximate the same distance between the proposed basketball court to the nearby Webber House.

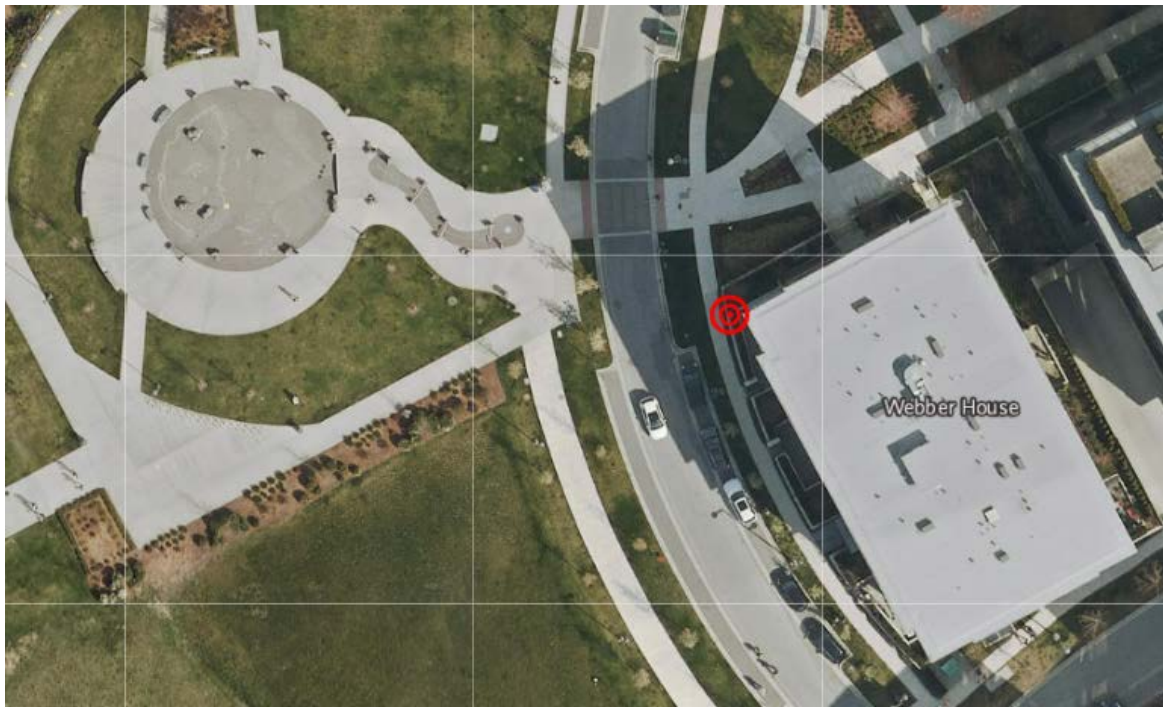
Distance is measured from the edge of the North West corner of Webber House to the following marker locations: 15m Marker, 30m Marker and 60m Marker.

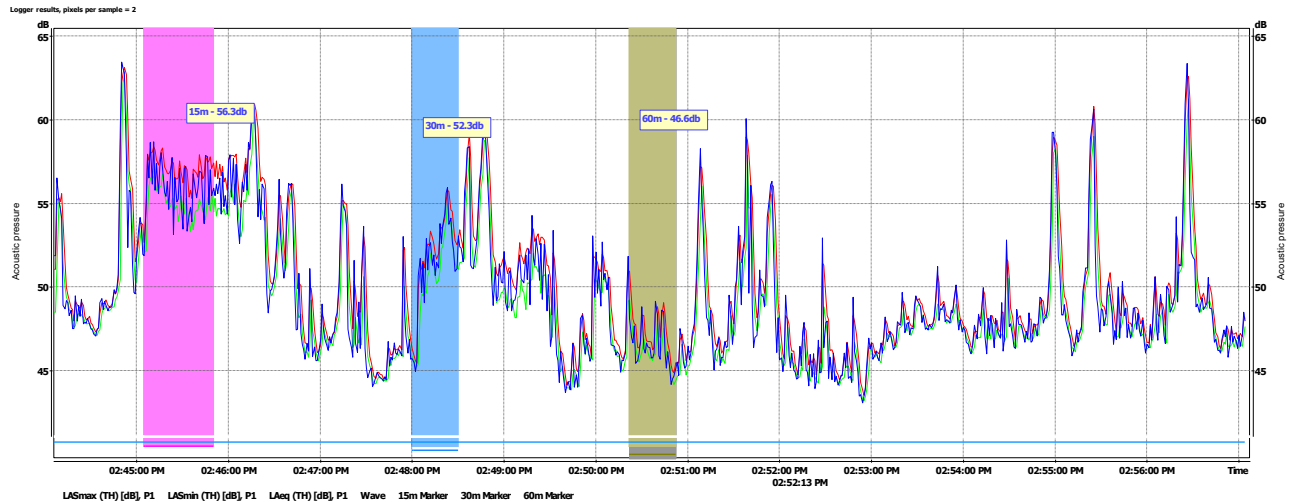
During the noise measuring period, 2 UNA team members bouncing 2 basketballs continuously for up to 1 minute and 30 seconds at each location.



Results

Point of Reception 1 – Northwest Corner of Webber House





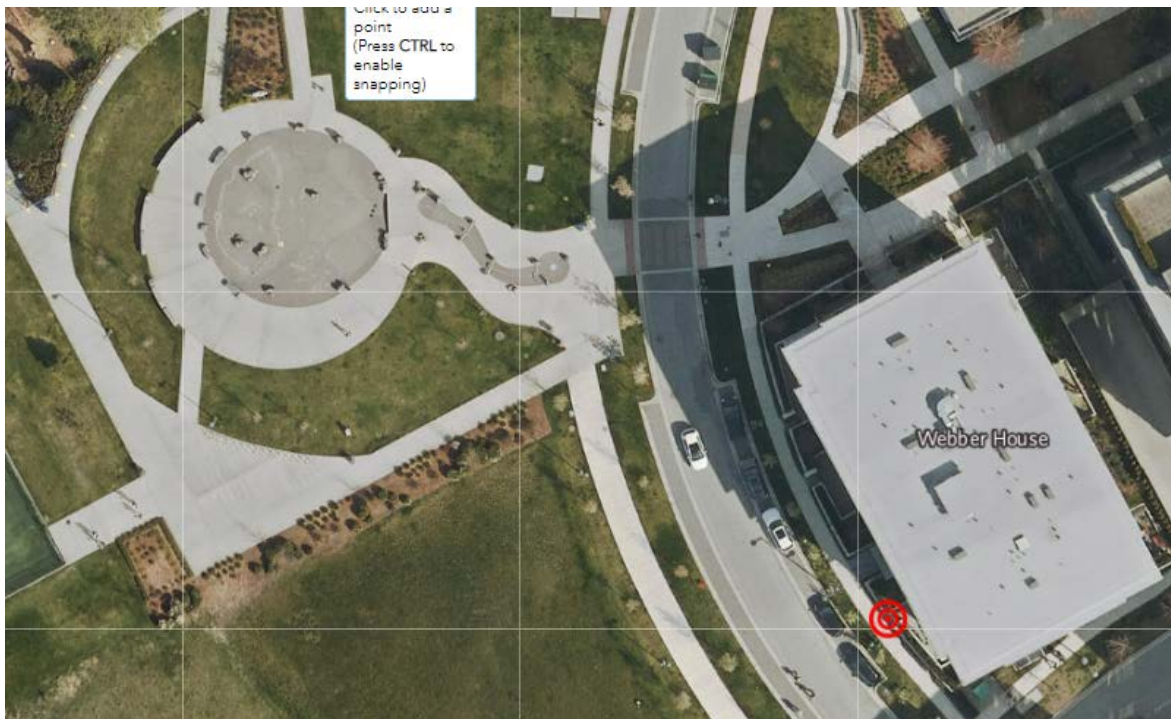
	Start	Duration	LA _{eq} (TH) [dB]
Info	-	-	P1 (A, Lin)
15m Marker	2022-01-27 14:45	00:45.0	56.3
30m Marker	2022-01-27 14:48	00:30.0	52.3
60m Marker	2022-01-27 14:50	00:30.0	46.6

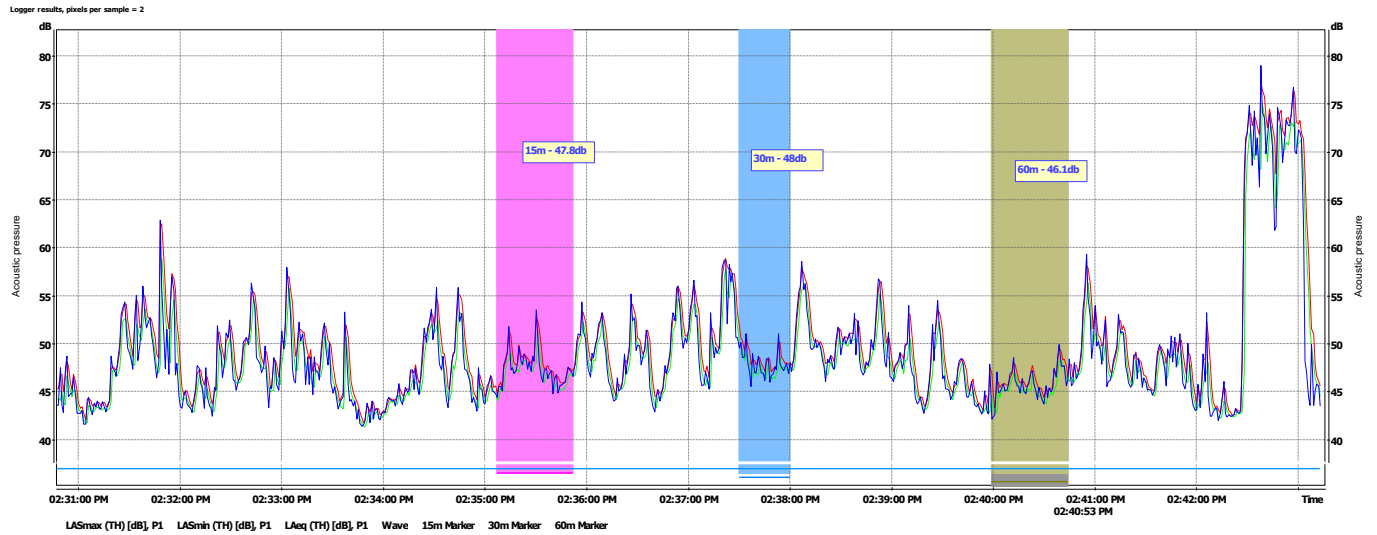
Noise bylaw Section 10

No person shall Cause Continuous Sound the Sound Level of which:

- (a) during the **Daytime exceeds a rating of 55** on an Approved Sound Meter when received at a Point of Reception; or
- (b) during the **Nighttime exceeds a rating of 45** on an Approved Sound Meter when received at a Point of Reception.

Point of Reception 2 – Southwest Corner of Webber House (Unit 106 Patio Entrance)





	Start	Duration	LA _{eq} (TH) [dB]
Info	-	-	P1 (A, Lin)
15m Marker (39m)	2022-01-27 14:35	00:45.0	47.8
30m Marker (44m)	2022-01-27 14:37	00:30.0	48
60m Marker (70m)	2022-01-27 14:39	00:45.0	46.1

Noise bylaw Section 10

No person shall Cause Continuous Sound the Sound Level of which:

- (a) during the **Daytime exceeds a rating of 55** on an Approved Sound Meter when received at a Point of Reception; or
- (b) during the **Nighttime exceeds a rating of 45** on an Approved Sound Meter when received at a Point of Reception.

Attachment 5 — Basketball Court Precedent Images

BASKETBALL COURT PRECEDENTS | DISTANCES FROM NEIGHBOURING RESIDENTIAL BUILDINGS



DAVID LAM PARK



QUEEN ELIZABETH PARK



KITSILANO BEACH



GRAYS PARK



MT. PLEASANT PARK



GRANVILLE ISLAND



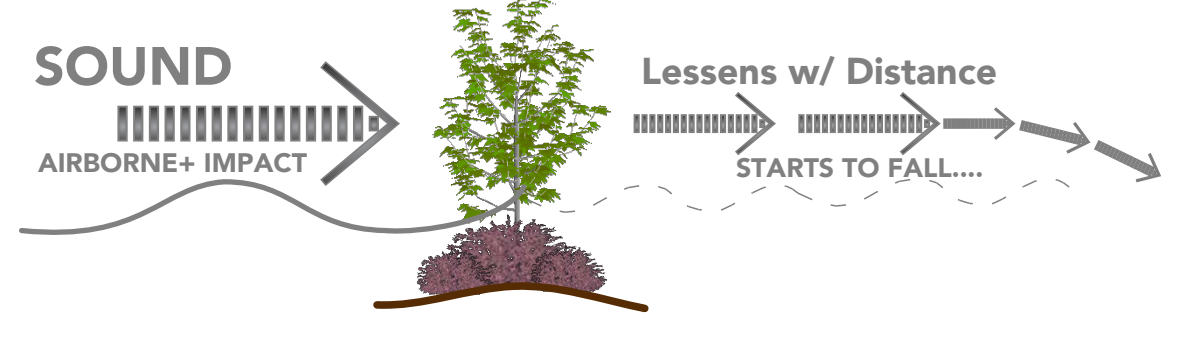
THE UNIVERSITY OF BRITISH COLUMBIA
CAMPUS + COMMUNITY PLANNING

PROJECT
WESBROOK BASKETBALL COURT

DATE
2022 / 02 / 02

PAGE
3

MITIGATING NOISE.....
SOME EFFORTS IN OUR DESIGN



- Sound lessens with distance, so maintain min. 50 yds.(±45m)-WE ARE ±70m to COURT CENTRE.
- Design Court such that main noise areas-goals/hoops-are oriented away from any adjacent neighbours-not always possible as Sun Angles takes precedence. PREFERRED SITING HAS BEEN ACCOMPLISHED.
- Choice of densely panelled fencing and/or dense vegetation as our sound "absorption" barrier. DUE TO CONFLICT WITH CPTED DESIGN-WE'LL USE SOME VEGETATION AND GENTLE BERMING.
- Consider use of an acoustical/sound absorptive surfacing. Has implications to budget and with ongoing maintenance. Not often utilized in exterior environs. HAS BEEN CONSIDERED BUT NOT YET IMPLEMENTED THIS SITE-WE HAVE DISTANCE HELPING US.

UNIVERSITY HILL/
UNA COMMUNITY FIELD

COMMUNITY BEACH
VOLLEYBALL COURTS
(and Berm)

Program Assumptions Remain:

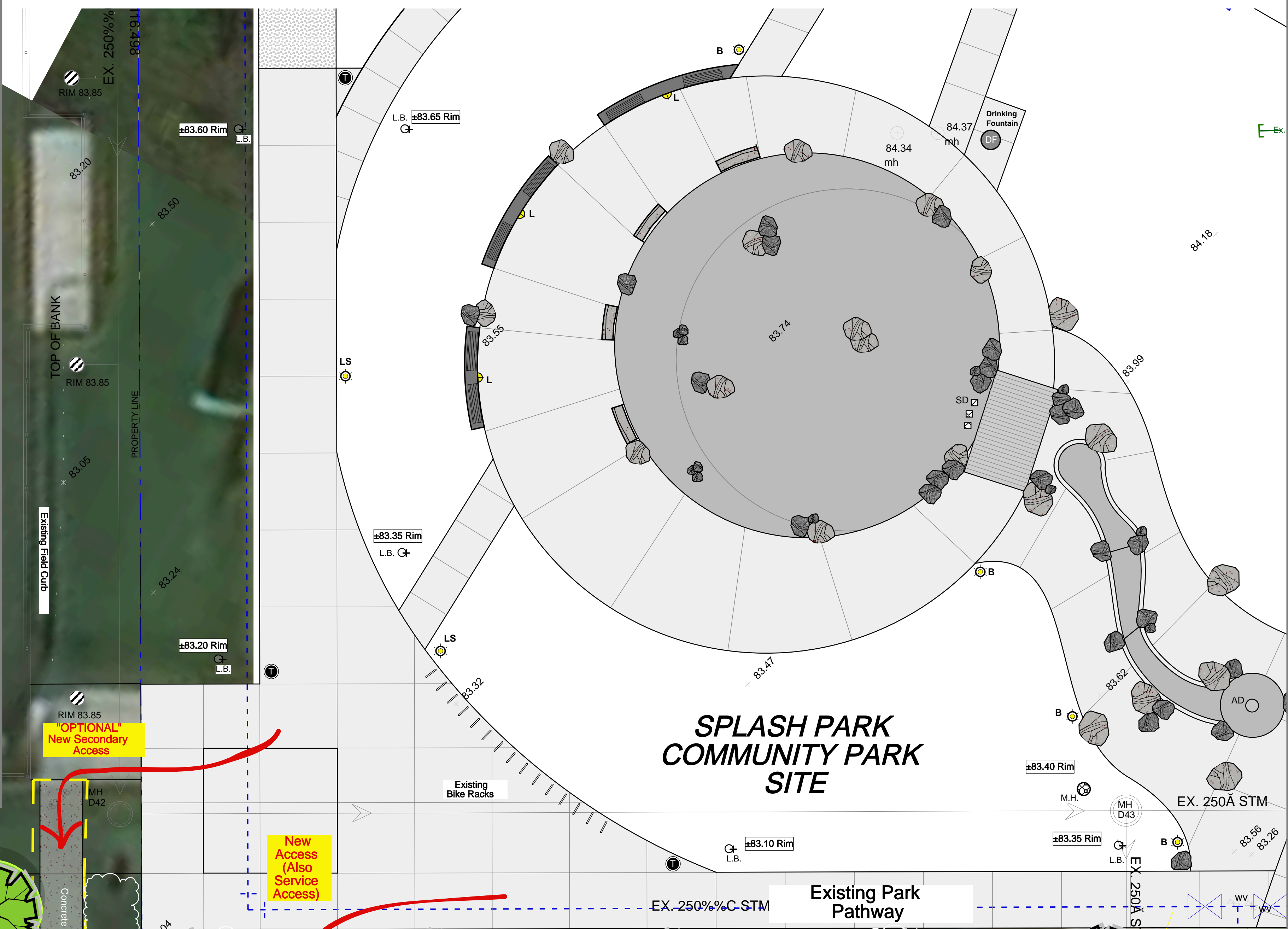
- north south court orientation-siting is slightly "off" true north for playability reasons.
- no ball control fencing-setbacks are "good".
- asphalt court, max 1.5% cross slope to SE corner.
- ground recharge on site drainage.
- connectivity with Existing Park paths and infrastructure.
- additional site improvements and amenities:
 - drinking fountain is in Park-not added;
 - informal seating/off court gathering has been considered;
 - trash receptacles-add 1 at North access route;
 - bike racks-sufficient in the Park.
- additional Hoops-1 added-no additional lines.
- additional sports lines?(eg. Roller Hockey Box)-none.
- some kind of irrigation-Contractor Designed "for new Shrubs and Trees.

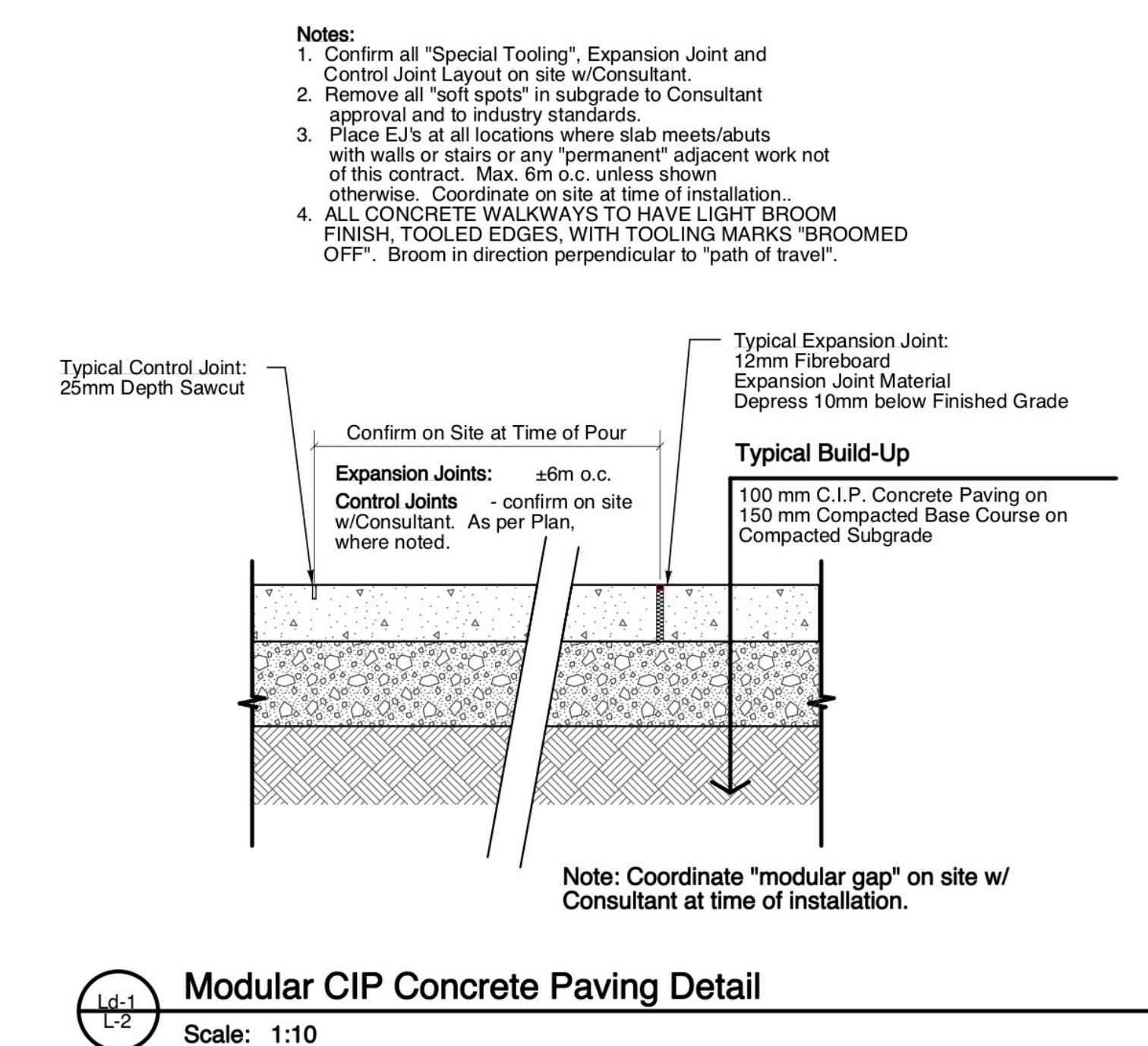
-NOTE: UNA TO DECIDE ON UPCHARGE OF \$15K FOR PLEXI-PAVE SPORTSCOURT SURFACING IS DESIRED. TBD at time of Tender.

Note: All Site Services to be identified/ marked for UBC Engineering approval prior to construction.

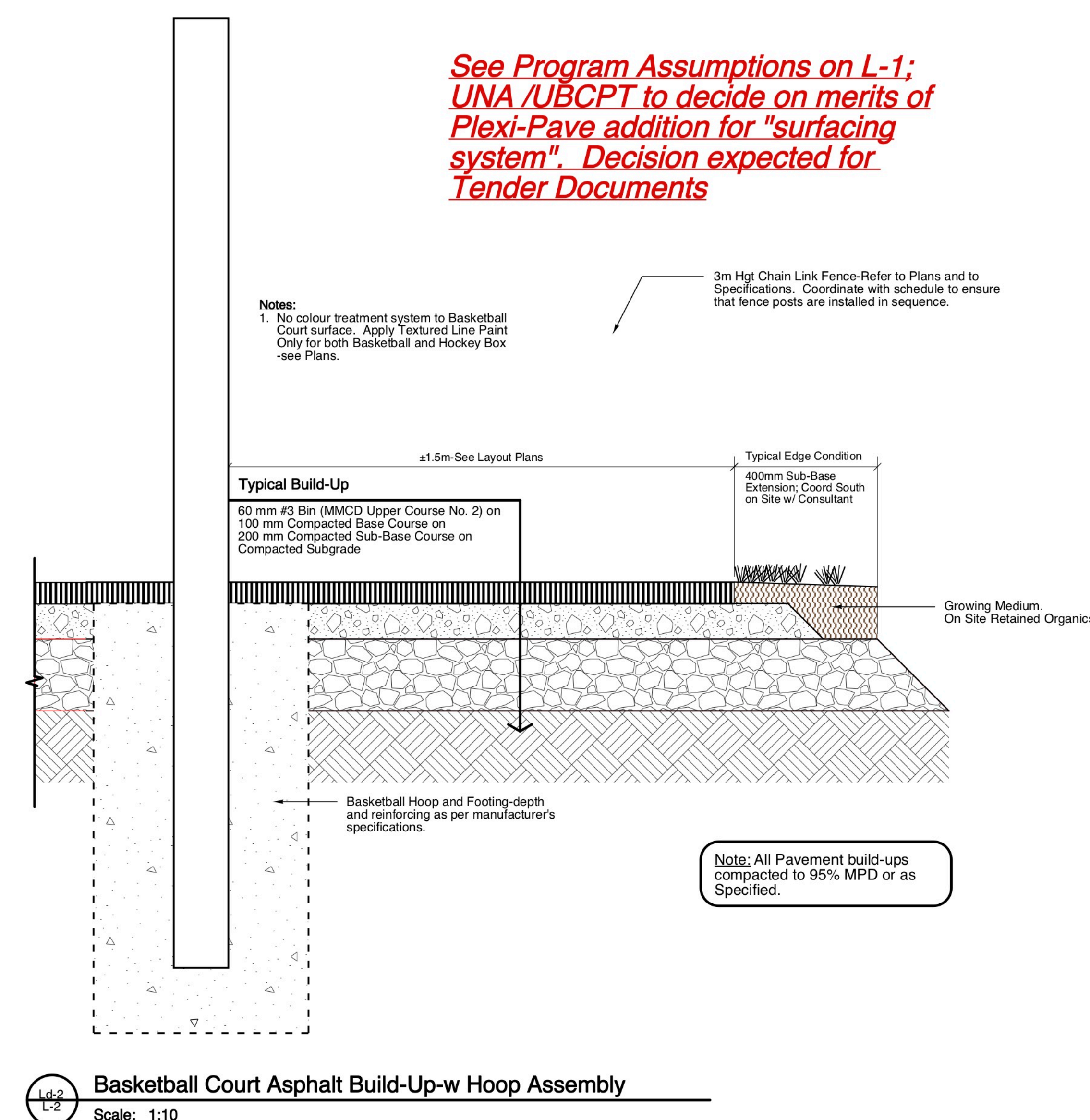
AVOID ALL SERVICES WITH PROPOSED CONSTRUCTION. NO VISIBLE SERVICES TO BE BURIED ON TEMP. OR PERMANENT BASIS. (Most Services concentrated in Webber Lane Boulevard).

Note-New Siting requires slightly more "Earthworks"



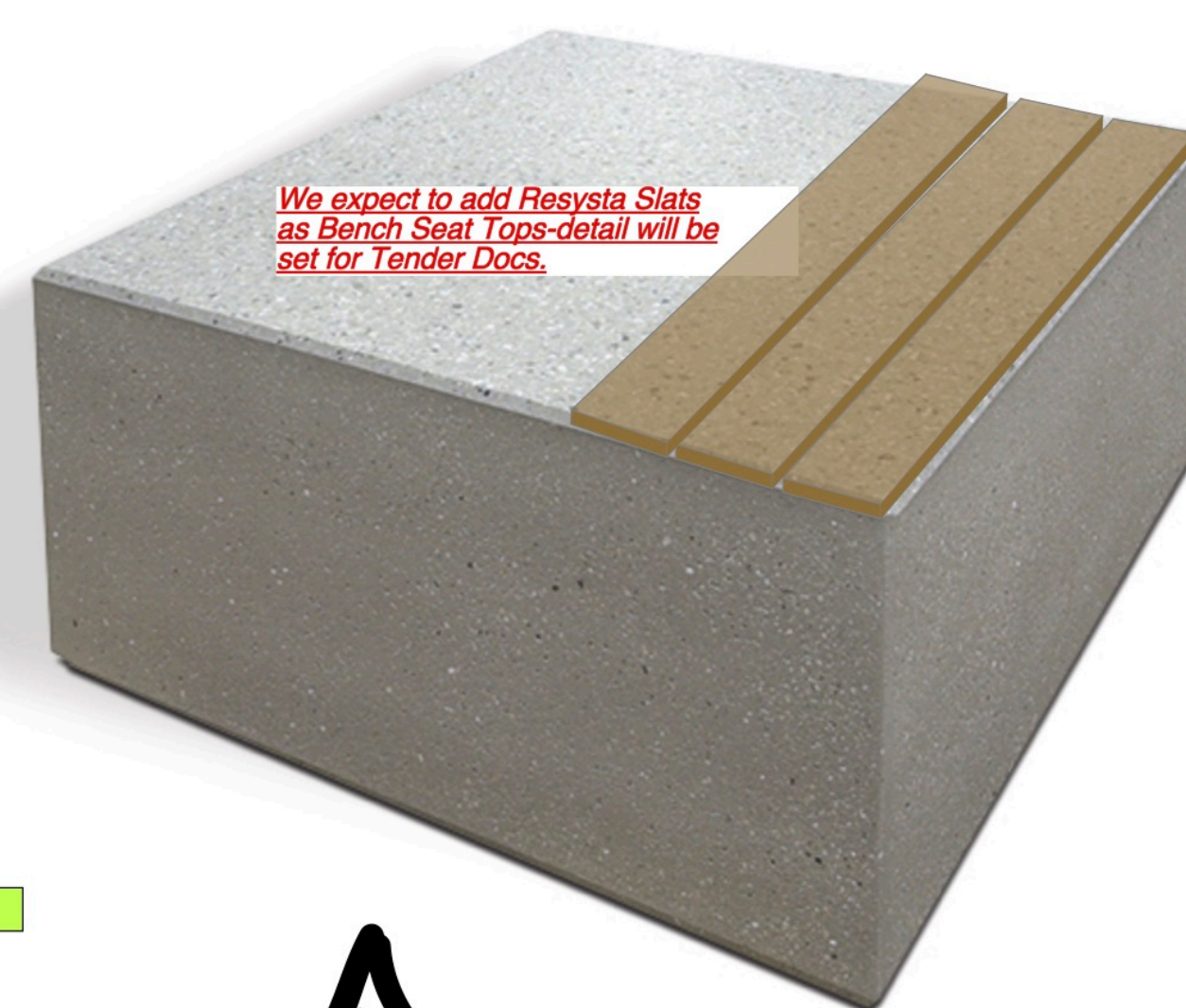


Reference Images-CIP Concrete with Light Broom Finish; in-keeping w/ UBC Standards and Tech. Guidelines and current Park Detailing



2 or more-suggested

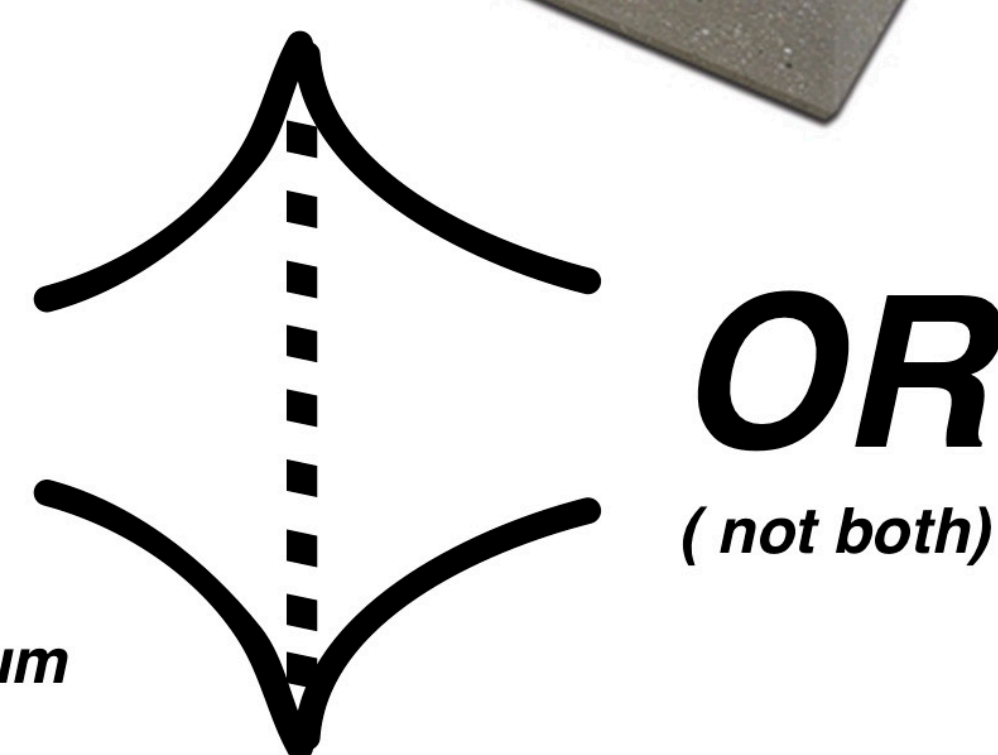
Reference Image-Precast or Site Cast "Cube" Benches



1-required



Reference Image-Trash Receptacle to "match" Park



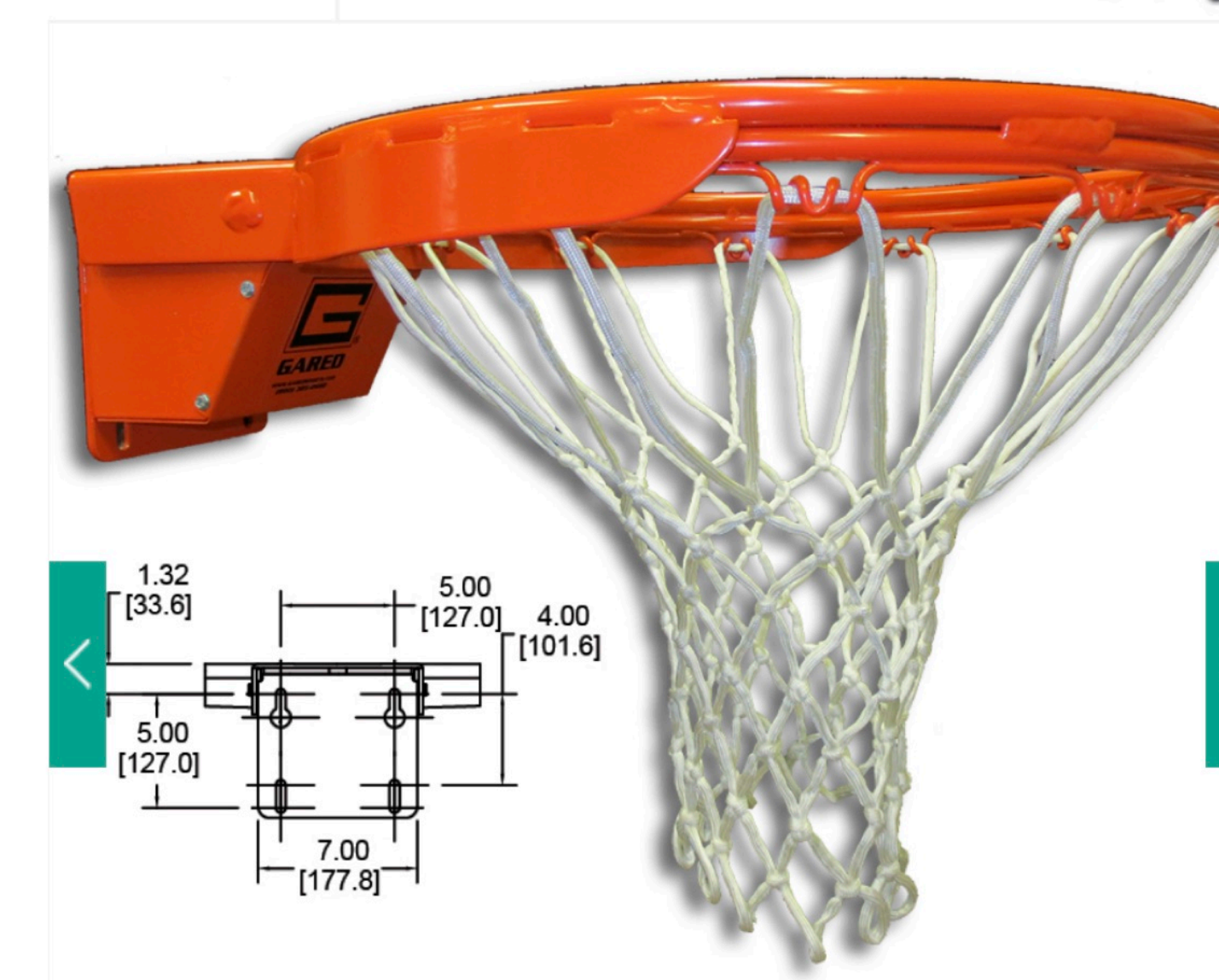
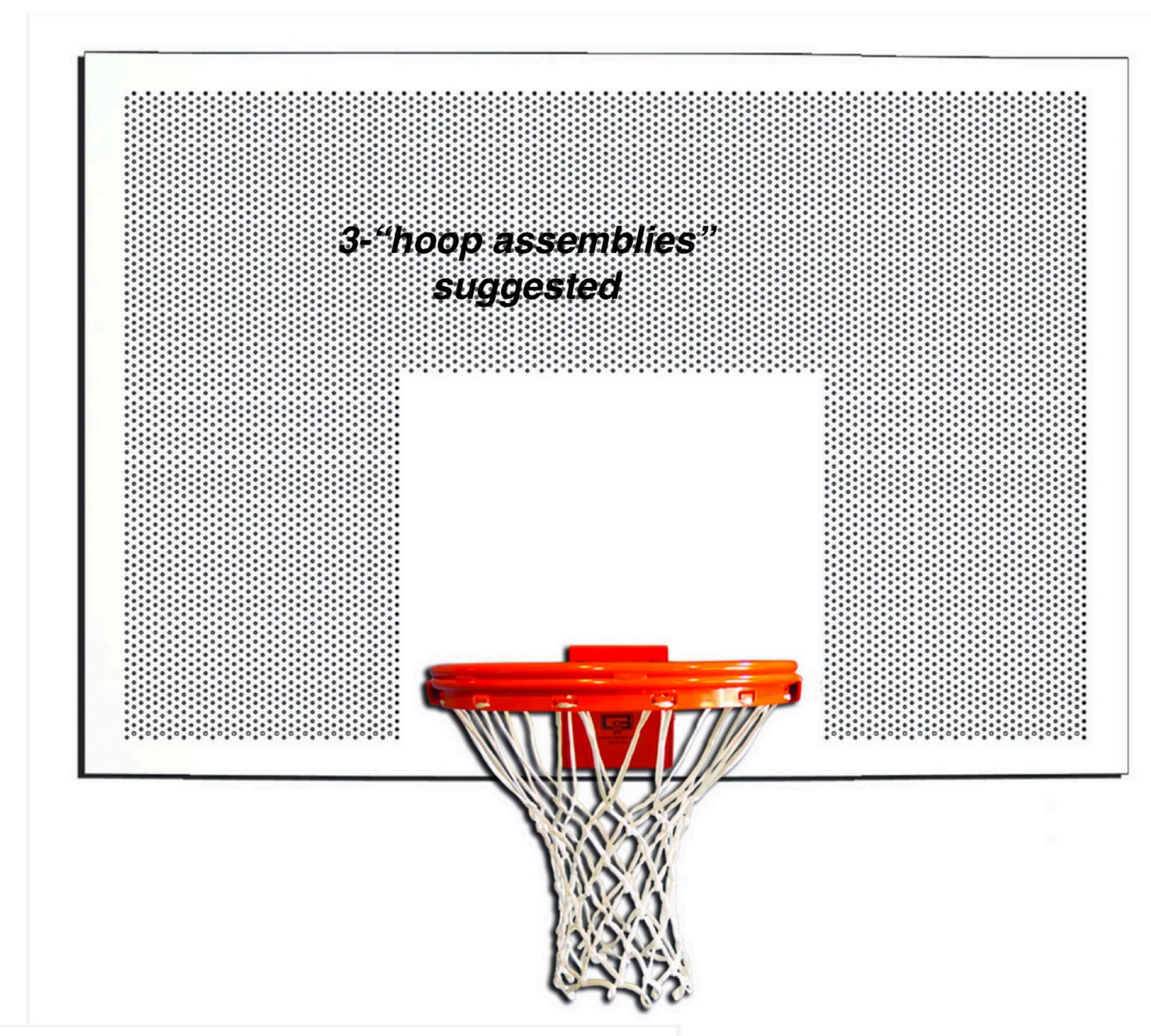
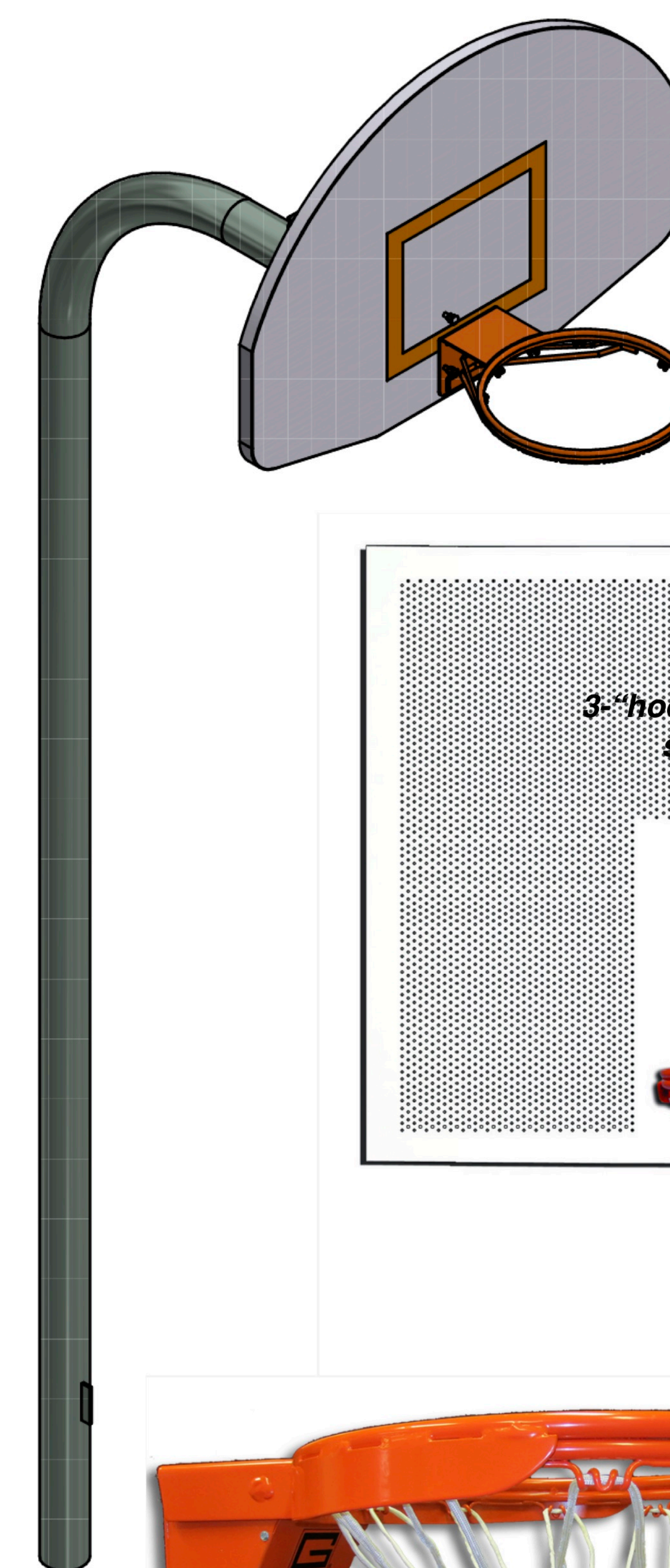
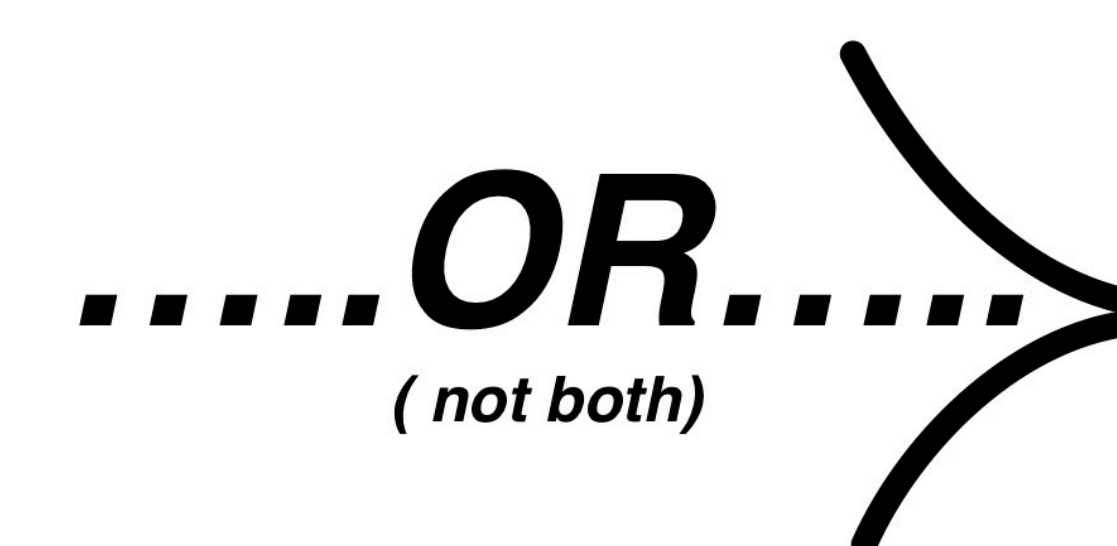
Reference Images-"OPTIONAL" Stadium Style Stackable Box Seating



Refer to Plan L-1 for Location of Details



Reference Images-Stadium Style or Amphitheatre Style Log Rounds or Rock Seating at East Side of Sand Volleyball Berm



Reference Image-Gooseneck Pole, Perforated Steel Backboard and Breakaway Hoop Assembly



Report Date: January 24, 2022
Meeting Date: February 15, 2022
From: Sundance Topham, Chief Administrative Officer
Subject: 2021-22 UNA Staff Work Plan – Third Quarter Update

Background

The 2021-22 UNA Staff Work Plan – Third Quarter Update is presented for information.

Decision Requested

For information

Discussion

The 2021-22 UNA Staff Work Plan was approved by the Board at the April 20, 2021 meeting.

The staff work plan is a direct result of the organizational strategic plan and budgeting processes. For the organization to perform in a healthy manner all three processes need to be aligned – with the strategic plan setting the overall context for the organization, and the specific projects and action items then flowing in as priorities for the budget. The staff work plan then follows the finalization of the budget and highlights the items above and beyond the core day-to-day operations.

The Board is involved in all three phases of these processes, providing policy guidance in the creation of the strategic plan, approving the overall operations of the organization through the approval of the budget, and finally signing off on the resulting staff work plan.

Typically, about 70 per cent of the work that takes place in the organization is day-to-day operational in nature, with the other 30 per cent consisting of projects directly related to strategic priorities.

This update is comprised of the work that has taken place since the Board approved the work plan in April – and is up to date through the end of December.

Four major items continued to dominate the staff work plan over the last quarter – the first is COVID and the effect that this had on operations – including planning associated with reopening + the subsequent return to restrictions in alignment with provincial direction. The second is governance-related work, including holding the UNA elections and associated Board orientation processes and updates to the Neighbours Agreement. The third is financial processes – including the annual budget process – with revamped

procedures. The fourth major item has been human resources – including policy and procedures updates.

There are some initiatives that staff are undertaking that fall outside day-to-day tasks but are not highlighted within the existing work plan update. These include items that were added after the plan was approved, such as the Public Spaces Solid Waste Management Plan and the Community Works Fund projects. These projects will be included in the 2022-23 work plan where applicable – which will come to the Board in April.

Financial Implications

The initiatives contained within the work plan are funded in the 2021-22 approved budget.

Operational Implications

None

Strategic Objective

The 2021-22 UNA Staff Work Plan moves forward all four of the Board's strategic initiatives:

1. UNA Governance
2. Financial Sustainability
3. Operational Capacity
4. Community and Stakeholder Relations

Attachments

1. Schedule A – 2021-22 UNA Staff Work Plan – Third Quarter Update.

Concurrence

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



UNIVERSITY
NEIGHBOURHOODS
ASSOCIATION

**UNA BOARD MEETING
OPEN SESSION**

Respectfully submitted,

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

Sundance Topham
Chief Administrative Officer

STRATEGIC PLAN 2019-2022

UNA STAFF WORK PLAN 2021-2022 – Third Quarter Update

UNA GOVERNANCE		
Explore opportunities to evolve governance to meet the changing needs of a growing population and community, including a review of the decision-making mechanisms of the UNA to ensure the organization can respond to community needs.		
<p>Strategy:</p> <p>The decision-making mechanisms of the UNA will be reviewed to ensure they meet the needs of a growing community.</p>	<p>Goals:</p> <p>Review the Board’s and director’s roles and responsibilities within the context of the UNA’s municipal-like mandate</p> <ul style="list-style-type: none"> Led by the Board with staff support as needed. <p>Articulate and clarify the relationship between the UNA, UBC and UBC Properties Trust, and explore opportunities to enhance and strengthen the relationship</p> <ul style="list-style-type: none"> Support the Board and Neighbours Agreement Committee on any changes to <i>Neighbours’ Agreement 2020</i>. 	<p>Progress:</p> <p>Review the Board’s and director’s roles and responsibilities within the context of the UNA’s municipal-like mandate</p> <ul style="list-style-type: none"> Worked with the Board to prepare for the 2021 Election – including increasing the number of Directors from six to seven. Prepared for and held Board orientation. <p>Articulate and clarify the relationship between the UNA, UBC and UBC Properties Trust, and explore opportunities to enhance and strengthen the relationship</p> <ul style="list-style-type: none"> Continue to support the Neighbours Agreement Committee and Board in the update of <i>Neighbours’ Agreement 2020 (NA2020)</i>.

FINANCIAL SUSTAINABILITY		
Explore opportunities to address the cost of core services to meet community needs, potential revenue generation, and the alignment of resource allocation with the mandate and identified priorities.		
<p>Strategy:</p> <p>The UNA is financially sustainable over the long term.</p>	<p>Goals:</p> <p>Determine core service levels and costs to maintain those services and align budget allocation to those benchmarks</p> <ul style="list-style-type: none"> • Create a five-year staffing and office space needs assessment. • Participate in the UNA/UBC Joint Financial Task Force. • In conjunction with UBC undertake a condition assessment of UNA infrastructure. <p>Review the reserves policy in partnership with UBC</p> <ul style="list-style-type: none"> • With the Finance Manager and UNA Finance Committee, examine the reserves (both long and short term), with the goal of increased clarity in regard to reserve contribution levels, asset management planning and operational/capital roles and obligations. • Set timelines for review and revision of UNA reserve policies. 	<p>Progress:</p> <p>Determine core service levels and costs to maintain those services and align budget allocation to those benchmarks</p> <ul style="list-style-type: none"> • Office space needs assessment underway. • Participated in the ongoing work of the UNA/UBC Joint Financial Task Force (JFTF). • Condition assessment of UNA infrastructure to take place in 2022. • Preliminary work on the Landscape Management Plan process underway. <p>Review the reserves policy in partnership with UBC</p> <ul style="list-style-type: none"> • Initial discussions in regard to the reserves policy underway with UBC. Currently part of the JFTF + NA2020 update process.

	Continue to explore financial models with the University Neighbourhoods Liaison Committee <ul style="list-style-type: none"> Ongoing with UNA-UBC Liaison Committee 	Continue to explore financial models with the University Neighbourhoods Liaison Committee <ul style="list-style-type: none"> Initial conversations to take place as part of the JFTF. Five-year financial planning model has been updated. Current focus is to review Athletic Access fees and reserve policies.
OPERATIONAL CAPACITY Continue the foundational work to streamline processes, build staff skills and ensure there are adequate resources to support the Board and the UNA in meeting its mandate.		
Strategy: The UNA has the administrative resources and processes in place to deliver mandated services and support the work of the Board.	Goals: Develop a professional development and compensation policy <ul style="list-style-type: none"> Formalize professional development policy and departmental allotment. Create and implement metrics to measure service delivery <ul style="list-style-type: none"> Explore what metrics we would like to track and what is presently within our capacity to do so. Develop a robust IT platform that supports internal and external information exchange	Progress: Develop a professional development and compensation policy <ul style="list-style-type: none"> Work on formalizing professional development policy taking place in alignment with the budgeting process. Create and implement metrics to measure service delivery <ul style="list-style-type: none"> Preliminary work on potential metrics for the Recreation Department and Communications Department are being investigated. Develop a robust IT platform that supports internal and external information exchange

	<ul style="list-style-type: none"> • Update and initiate migration of UNA filing system to the cloud. • Develop a communication platform in MS SharePoint to support strata chairs and facilitate the exchanging of ideas, sharing of contractor information and collaboration between buildings. • Identify and evaluate options for cloud-based accounting solutions offered by Sage. <p>Align operations and allocation of resources with strategic priorities</p> <ul style="list-style-type: none"> • Create and implement a return from COVID human resources work plan. • Create and implement a records management plan. • Finalize a standardized training manual online to ensure efficient training of new staff members. • Continue to develop a business case scenario for the effective delivery of virtual programming. • Continue the policy and internal procedure review. Index existing policies and procedures, identify policy gaps and create a list of missing policies and procedures. Initial Board input on Board Policies to be provided through Governance and Human Resources committee. 	<ul style="list-style-type: none"> • Awaiting finalization of the Records Management Plan prior to migration. • The Terms and Conditions and training material for the use of online communication platforms are in development. • Awaiting finalization of the Records Management Plan prior to evaluating cloud-based accounting solutions. <p>Align operations and allocation of resources with strategic priorities</p> <ul style="list-style-type: none"> • COVID human resources return to work plan implemented – with ongoing updates. • Records Management Plan implementation underway. • Training manual project has been re-started. • An initial investigation of current trends for the effective ongoing delivery of virtual programming is continuing. • General policy and internal procedure review ongoing. Staff are currently working on a Working Alone Procedure and Recreation Department Vacation Policy.
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COMMUNITY AND STAKEHOLDER RELATIONS

Identify and implement initiatives and processes to identify community needs and engage the community in ways that support the UNA's vision of being "the place people choose to live."

Strategy: Improve civic engagement to support evidence-based decision making that is aligned with the UNA's mandate.

Goals:

Develop more robust engagement tools to assess community needs

- Launch a newsletter campaign to boost community newsletter distribution list.

Create feedback tools for residents and other stakeholders

- Develop modular engagement kits for onsite events.

Adapt and implement the Advisory Committee report in phases starting with the Community Engagement and Land Use Advisory Committees

- Create Land Use Advisory Committee.

Reinforce the relationship between the UNA and the UBC academic community.

- Led by the UNA Board of Directors.

Progress:

Develop more robust engagement tools to assess community needs

- Part of the Community Engagement and Advisory Committee work plan.

Create feedback tools for residents and other stakeholders

- Modular engagement kits delayed due to COVID implications. Will restart when appropriate.

Adapt and implement the Advisory Committee report in phases starting with the Community Engagement and Land Use Advisory Committees

- Land Use Advisory Committee has been created.

Reinforce the relationship between the UNA and the UBC academic community.

- Support the Board as needed.



Report Date: February 8, 2022
Meeting Date: February 15, 2022
From: Glenda Ollero, Communications Manager
Subject: Passing of *The Campus Resident* Editor and Effects on Communication Services

Background

It is with great sadness that the UNA received news of the passing of *The Campus Resident's* editor and owner, John Tompkins on January 29, 2022.

John was our friend and a valued community member of the UNA and, through the years, he covered many community stories and events for the paper.

The Campus Resident is a community newspaper business that was launched by John in May 2010. *The Campus Resident* was contracted by the UNA to provide a monthly community publication for the UNA.

This report provides a summary of the publication services that the UNA received from John and a recommendation as to next steps for the UNA.

Decision Requested

THAT the Board direct staff to leave *The Campus Resident* budget allocation in the 2022-23 draft budget (under communications) and to report back to the Board on how the funds can be best utilized to provide increased communications support for the UNA community.

Discussion

The Campus Resident is a community newspaper business that was launched by John Tompkins in May 2010. John first launched his business of publishing community papers for residents of UBC neighbourhoods in 2003 and he published a number of other news journals before launching *The Campus Resident*.

John was publisher, editor and business manager of the paper and was responsible for writing, soliciting and editing articles, and coordinating the design, printing and distribution of the paper.



The Campus Resident received funding from the UNA, and though the UNA reserved final approval of content, the contents of the paper were determined largely by John and the UNA relied on John's unique position as both a journalist and a long-time UBC community resident to determine what was important to include in the paper.

John's current contract with the UNA expired in January 2022. UNA staff were in the process of renewing this contract, however, negotiations were paused due to his hospitalization and, ultimately, were not concluded.

For the upcoming budget cycle, the UNA has budgeted for 11 issues of *The Campus Resident* and had earmarked \$76,500 for them. The UNA also reimbursed *The Campus Resident* of its applicable insurance coverage up to \$2,500 each year.

Although we do not have data collected on readership of the newspaper, the loss of John Tompkins and *The Campus Resident* leaves the UNA with a gap in community services.

Staff are recommending that the funds allocated to *The Campus Resident* remain in the communications budget, and that staff come back to the Board with an updated plan on how to utilize the funds for communications processes (including potential items such as community engagement, translation services, increased social media presence, or other print materials).

Financial Implications

The fiscal year 2022-2023 draft budget has allocated \$76,500 to *The Campus Resident* and \$2,500 allocated for applicable insurance.

Operational Implications

Work will be required from the Communications Manager to investigate options in order for the UNA to maintain the same communications service level to the community.

Strategic Objective

Operational Capacity, Community/Stakeholder Relations

Attachments

1. Campus Resident Services Agreement 2021



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

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is dated for reference as of the 17th day of February, 2021 (the "Effective Date").

BETWEEN:

JOHN TOMPKINS, 306 – 6060 Balsam Street, Vancouver, BC V6M 4C1

(the "Contractor")

AND:

UNIVERSITY NEIGHBOURHOODS ASSOCIATION, 202 – 5923 Berton Ave., Vancouver, BC V6S 0B3

Attention: Chief Administrative Officer

(the "UNA")

WHEREAS:

- A. The UNA wishes to engage the Contractor to provide production, editing and design of its monthly publication, "The Campus Resident" (the "Services").
- B. The Contractor is in the business of providing such services, and has the skills, experience and capacity to provide such services to the UNA.
- C. The parties wish to enter into this Agreement to set out the terms and conditions applicable to the delivery of the Services.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the UNA and the Contractor, agree as follows:

Interpretation

- 1. The following Schedules (together with the exhibits attached thereto) attached to this Agreement are incorporated into and deemed to be part of this Agreement. Any reference to "this Agreement" means this Agreement including such Schedules and Exhibits.

Schedule A – Services

Schedule B – Fees

2. In the event of any conflict or inconsistency between this Agreement or any Schedules attached hereto, the main text of this Agreement will govern to the extent of such conflict or inconsistency.
3. Wherever in this Agreement the context so requires, the singular number will include the plural number and vice versa and any gender used will be deemed to include the feminine, masculine or neuter gender and “person” will mean an individual, partnership, consortium, corporation, joint venture or other entity or a government or any agency, department or instrumentality thereof and vice versa.

Definitions

4. In this Agreement, the following capitalized terms shall have the following meanings.
 - a. **“Applicable Law”** means any and all statutes, laws, regulations, bylaws, rules, codes, ordinances, judgments, decrees, writs, administrative interpretations, guidelines, policies, injunctions, orders or the like of any governmental authority with which a party to this Agreement is legally obligated to comply, including the common law, laws of equity and other rules, consents, approvals, authorizations, standards, procedures, guidelines or orders of any governmental authority in Canada having authority over a person;
 - b. **“Confidential Information”** any information, whether in written, oral or electronic form, and whether or not noted to be confidential, that is not generally known, used or available to the public and that pertains to the business, finances, operations, programs or affairs of the UNA or to third parties with whom the UNA has business or other dealings;
 - c. **“Contract Year”** means the 365-day period commencing on the Effective Date, or any of the subsequent years during the Term, as the context requires;
 - d. **“Contractor’s Personnel”** means the employees, contractors, subcontractors, agents and representatives of the Contractor;
 - e. **“Effective Date”** means the date specified above;
 - f. **“Extended Term”** has the meaning set out in Section 7 of this Agreement;
 - g. **“Fees”** has the meaning set out in Section 9 of this Agreement;
 - h. **“Initial Term”** has the meaning set out in Section 6 of this Agreement;

- i. **“Person”** means any individual, partnership, consortium, corporation, joint venture or other entity or a government or any agency, department or instrumentality thereof;
- j. **“Publication”** means the UNA’s publication “The Campus Resident”.
- k. **“Services”** means the services to be provided by the Contractor under this Agreement as more specifically described in Schedule A to this Agreement;
- l. **“Term”** means the Initial Term and, if applicable, any Extended Terms.

Representations and Warranties

- 5. The Contractor represents and warrants to the UNA, with the intent that the UNA may rely on such representations and warranties in entering into this Agreement, that:
 - a. The Contractor has and will maintain during the Term the ability and capacity to provide the Services contemplated in this Agreement;
 - b. The Contractor and the Contractor’s Personnel have (and during the Term will always have) the necessary skills, experience, equipment and facilities to perform the Services in accordance with this Agreement.

Term

- 6. This Agreement shall take effect on the Effective Date. The initial term of this Agreement will be for a one-year term (the **“Initial Term”**), commencing on the Effective Date and continuing in full force and effect until 12 o’clock midnight at the end of the anniversary of the Effective Date.
- 7. The UNA and the Contractor may extend the Initial Term of this Agreement for up to two additional one-year terms (each an **“Extended Term”**). The Parties may exercise the option to extend the Initial Term or, as applicable, the Extended Term, by entering into an agreement in writing no less than 60 days prior to the expiry of this Agreement.

Provision of Services

- 8. Commencing on the Effective Date, the Contractor will commence providing the Services, as follows:
 - a. The Contractor shall provide the Services in accordance with the provisions of Schedule A to this Agreement;
 - b. The Contractor will perform and provide the Services in compliance with Applicable Law;

- c. The Contractor will provide the Services at a level of care skill and diligence that meets or exceeds the standards of service provided by service providers who provide similar services in comparable commercial settings;
 - d. The Contractor shall perform the Services, and provide the qualified personnel necessary to perform the Services, in a promptly, competent, professional and workmanlike manner.
9. The Contractor acknowledges that the UNA is relying upon the skill and expertise of the Contractor to provide the Services, and represents that it has the necessary skill and expertise.

Fees and Expenses

- 10. In consideration for the performance of the Services, the UNA will pay to the Contractor the fees ("Fees") in accordance with and payable at the dates and times set out in Schedule B to this Agreement. The Fees shall not be subject to adjustment during the Term except as specifically set out in this Agreement.
- 11. The UNA will reimburse the Service Provider for reasonable expenses actually and reasonably incurred in the provision of the Services, provided that payment of such expenses has been approved in advance and in writing by the UNA (the "Expenses").
- 12. Payment of the Fees and Expenses shall constitute full and complete satisfaction of any amounts owing to the Contractor under the terms of this Agreement, including: compensation for the delivery of the Services the cost of all materials, supplies and expenses incurred by the Services Provider and any and all loss, damage or liability to the Service Provider arising out of the performance or provision of the Services.
- 13. Except as expressly set out in this Agreement, the Fees shall be inclusive of any taxes, levies, charges or other expenses incurred by the Contractor in the course of delivering or providing the Services.
- 14. Any services or materials that may be required for the proper and timely performance or provision of the Services, including those which are not expressly or completely described in this Agreement, shall be deemed to be included in the Fees. The Contractor will be exclusively and fully responsible for the timely payment of any costs and expenses that it incurs in connection with the provision of the Services.
- 15. In the event of the expiration or termination of this Agreement, and unless otherwise agreed to by the Parties in writing, no further Fees shall be payable by the UNA to the Contractor in respect of any services or actions of the Contractor beyond the date of termination or expiration of this Agreement.

Records and Accounts

16. The Contractor will keep suitable and proper accounts and records of all of its activities relating to the Services provided to the UNA under this Agreement, including a complete and accurate set of statements, records and accounts in accordance with good and prudent business practices. The Contractor shall provide the UNA with access to such records upon request.
17. The Contractor shall submit monthly invoices to the UNA, detailing the Services and Expenses for which the Contractor claims payment pursuant to this Agreement and setting out the Fees claimed based on Schedule B. The Contractor will ensure that all invoices contain complete and accurate information relating to the performance and provision of the Services during the preceding month.
18. Fees shall be payable by the UNA within 30 days of the receipt of any invoices.

Indemnification

19. The Contractor agrees at all times to indemnify and hold harmless, the UNA, its directors, officers, agents, employees, and representatives (each an "Indemnified Person"), and each of them, of, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses (including legal fees on a solicitor and own client basis) that the UNA or any one or more Indemnified Persons may sustain, incur, suffer or be put to at any time, either before or after the expiration of termination of this Agreement, where the same or any of them are based upon, arise out of, or occur, directly or indirectly, by reason of any act or omission of the Contractor or any member of the Contractor's Personnel in the performance of any duty or obligation arising under or in connection with this Agreement, including, but not limited to any negligent or intentional wrongful act or omission, any breach of Applicable Laws, or any breach of the terms of this Agreement, but excluding the independent negligent actions of the UNA .

Insurance

20. The Contractor will, without limiting the Contractor's obligations or liability and at the Contractor's own expense, purchase and maintain through the Term the following insurances with insurers licensed in Canada:
 - a. Commercial General Liability, in an amount not less than one million dollars (\$1,000,000.00), inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement; Such insurance shall include the UNA as an additional insured and shall be endorsed to provide the UNA with 30 days advance written notice of cancellation or material change, and shall contain a cross liability clause.

- b. Professional insurance insuring the Contractor's liability resulting from errors or omissions in the performance of the Services, including for editorial liability.

Such insurance shall be primary and not require the sharing of any loss by any insurer of the UNA.

- 21. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required under Applicable Law to carry, including coverage under the *Workers Compensation Act* in British Columbia, or such other coverage which the Contractor considers necessary or prudent to cover risks not otherwise covered by insurance specified in section 20 above.
- 22. The Contractor will provide the UNA with evidence of all required insurance.

Contractor's Personnel

- 23. In delivering the Services, the Service Provider will pay all assessments levied under the *Workers Compensation Act* in respect of its Personnel and will comply with all provisions of the Workers Compensation Act and regulations, as amended from time to time.
- 24. The Contractor will pay all wages, holiday pay, severance pay and all other payments required to be paid in respect of the Contractor's Personnel. The Contractor will comply with all Applicable Laws related to the Contractor's Personnel and all applicable contracts of employment and collective agreements.

Taxes and Levies

- 25. The Contractor shall be solely responsible for and shall pay, withhold and remit to the appropriate governmental authority any and all deductions, taxes, levies, fees or contributions as required in accordance with Applicable Laws in respect of (a) the Fees or other remuneration paid to the Contractor under this Agreement; and (b) any salary or remuneration that the Contractor pays to its Personnel in connection with the delivery of the Services.
- 26. The Contractor shall indemnify and save harmless the UNA, and its directors, officers, employees and representatives of, from and against any and all loss, cost, expense, liability, penalties and fees (including legal fees on a solicitor client basis), incurred or sustained by any one or more of them as a result of the Contractor's failure to comply with its obligations under section 25 of this Agreement.

Compliance with Laws

- 27. The Contractor shall give all required notices and comply with Applicable Laws which relate to the Services, and shall, upon request by the UNA, provide evidence of compliance with these requirements.

Termination

28. Either party may terminate this Agreement without penalty, expense or liability at any time for any reason whatsoever by giving sixty (60) days notice in writing to the other.
29. The UNA may terminate this Agreement by notice in writing in this event that the Contractor fails to perform or provide the Services in accordance with the requirements of this Agreement, and such failure is not cured within five (5) Business Days of receiving written notice of such failure by the UNA or such longer period as the UNA may specify. A termination under this section 28 shall have effect on the date specified by the UNA in its notice of termination.

Relationship of the Parties

30. The Contractor will perform and provide all Services as an independent contractor, and the Contractor will not, in the performance of its obligations under this Agreement, be considered to be a partner, joint venturer, agent or representative of the UNA. The UNA will not control or direct the details, means or process by which the Contractor performs the Services. The Contractor shall determine the number of days and hours of work required to properly and completely perform the Services.
31. This Agreement shall not be construed as creating an employment relationship between the UNA and the Contractor's Personnel, and no employment benefits or perquisites of employment available to any UNA employee will accrue to the Contractor or the Contractor's Personnel by virtue of this Agreement.
32. The Contractor is solely responsible for the employment of the Contractor's Personnel including compliance with relevant Applicable Law, including the payment of wages, salaries, benefits, taxes, working conditions, work schedules, and the payment of Employment Insurance premiums, Canada Pension Plan premiums or contributions, *Workers Compensation Act* (BC) assessments and the remittance of required income tax withholdings and statutory deductions to the appropriate governmental authority.

Privacy and Confidential Information

33. In the course of providing the Services, the Contractor acknowledges that the Contractor and the Contractor's Personnel may, from time to time, obtain or be provided with access to Confidential Information of the UNA or the Personal Information of UNA employees or other individuals. The Contractor acknowledges and agrees that all such information will be held strictly in confidence and may not be collected, used or disclosed by the Contractor except in the necessary course of performing its obligations under this Agreement.
34. The Contractor shall ensure that it does not, and does not permit any member of the Contractor's Personnel to, collect, retain, copy, reproduce, disclose, publish or disseminate any Confidential Information or any materials containing Confidential Information, that the

Contractor or the Contractor's Personnel access or obtain in the course of providing the Services.

35. The Contractor further acknowledges that the UNA is subject to the provisions of the Personal Information Protection Act ("PIPA"). The Contractor shall comply, and shall cause the Contractor's Personnel to comply, with the provision of PIPA, including by ensuring that the Contractor does not permit any access to, collection of, retention, copying, disclosure, publication or dissemination of any Personal Information to which the Contractor or the Contractor's Personnel obtains access as a result of this Agreement.

Subcontracting

36. The Contractor will not assign this Agreement or any part thereof or enter into any subcontract for all or part of the Services without the prior written consent of the UNA. No subcontract of any of the Services or any other obligation under this Agreement will relieve the Contractor of its obligations under this Agreement. The Contractor will bind every subcontractor to the terms and conditions of this Agreement, and the Contractor will be fully responsible to the UNA for the acts and omissions and errors of its subcontractors and of persons directly or indirectly employed or contracted by them and for coordinating the activities of its subcontractors.

Representatives

37. Each Party shall appoint a representative (each a "Representative") responsible for facilitating communications between the Parties regarding the performance of this Agreement. Upon the execution of this Agreement, each Party shall provide the other with the name and business contact information of its Representative. A Party may appoint a substitute Representative at any time by notice to the other Party in writing.

Entire Agreement

38. This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and undertakings, whether oral or written, relative to the subject matter hereof.

Notice

39. Any notice, consent, request, demand or other communication required or permitted to be given or delivered under this Agreement shall be in writing and shall be deemed to have been duly given if delivered by hand, facsimile transmission or mailed postage prepaid addressed as set out on the first page of this Agreement or to such other address as may be given in writing by the parties and shall be deemed to have been received, if delivered by hand, on the date of delivery, facsimile transmission, on the Business Day next following the date of transmission and if mailed as aforesaid then on the fifth Business Day following the posting thereof provided that if there shall be between the time of mailing and the actual

receipt of the notice a mail strike, slowdown or other labour dispute which might affect the delivery of the notice by the mails, then the notice shall only be effective if actually delivered or sent by facsimile transmission.

Further Documents

40. Each of the parties hereto agrees to do and execute or cause to be made, done or executed all such further and other things, acts, deeds, documents, assignments and assurances as may be necessary or reasonably required to carry out the intent and purpose of this Agreement fully and effectually.

Governing Law

41. This Agreement shall be governed by and interpreted under the laws of the Province of British Columbia and the laws of Canada applicable therein.

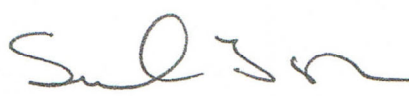
Severability

42. If any covenant or provision herein is determined to be void or unenforceable in whole or in part, it will be severable from and will not be deemed to affect or impair the enforceability or validity of any other covenant or provision of this Agreement or any part thereof.

Assignment

43. The benefits and obligations of this Agreement may not be assigned by either party to any other person. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Agreement may be executed in counterparts and provided by facsimile transmission, and if so executed, all such parts shall be read as valid and constituting one agreement as if all parties executing this Agreement in such manner were signatories to one copy of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.


Per: 
Authorized Signatory

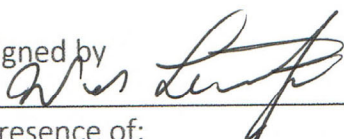
Signed by Sundance Topham
Chief Administrative Officer
University Neighbourhoods Assoc in the
presence of:

Wegland Sit
Name

202-5923 BERTON AVE VANCOUVER BC
Address

Operations Manager
Occupation

Per: 
Authorized Signatory

Signed by  in the
presence of:

WES LENTZ
Name

701 6060 BALSAM ST
Address

BUILDING MANAGER.
Occupation

SCHEDULE “A” SERVICES

In connection with the design, production and publication of Publication, the Contractor shall provide the following services:

- writing and editing;
- design and layout;
- managing production;

The Contractor will consult with the UNA on the provision of the Services and the design, production and content of the Publication as and when requested by the UNA.

The UNA shall determine the length of each publication (i.e., whether 8 or 12 or more pages), and the Contractor shall be responsible for ensuring there is sufficient content for such publication. Content shall be determined in consultation with the UNA and shall be based on matters of interest to and consistent with the values to residents of the University of British Columbia neighbourhoods and community.

The UNA reserves the right at all times to have the final right of approval of the content in each Publication, including content comprised of advertising, marketing or promotional content.

SCHEDULE “B” FEES

Calculation of Fees

1. Each issue of the Publication shall be either 8 pages or 12 pages as determined by the UNA.
2. In respect of each publication, the Contractor will be entitled to the following Fees:
 - a. \$4000 CAD for an 8-page Publication; or
 - b. \$4500 CAD for a 12-page Publication.

In no event will the UNA be responsible to pay Fees in excess of \$4500 for a monthly issuance of the Publication.

3. The Fees include digital design and advertising costs arranged by the Contractor, and no additional amounts will be payable or reimbursed to the Contractor in respect of these costs and expenses.
4. Printing and distribution will be arranged by the Contractor, but these expenses will be billed to and paid by the UNA. The Contractor shall obtain the prior written approval of the UNA before negotiating or committing to the payment of such fees and expenses.
5. The Contractor may allocate and sell up to 10 per cent of the printable space in each issue of the Publication for advertising, marketing and promotional materials. The Contractor may retain these revenues.
6. The UNA will reimburse the Contractor for applicable insurance coverage to a maximum of \$2,500 per year.



Report Date: January 31, 2022
Meeting Date: February 2, 2022
From: Athena Koon, Finance Manager
Subject: Fiscal 2021/22 Q3 Result

SUMMARY

Financial report highlights for the 3rd quarter are as follows:

Revenue

- Neighbours Levy billing for Q3 was adjusted to match the actual services levy amount, with the variance being less than a 1% difference in total for the year. The Year-to-date billing total is \$2.7M.
- Recreation and Culture Revenue for Q3 surpassed expectations. The re-opening plan was successful, resulting in an increase in registration to the Fall programs. Total revenue for programming in Q3 was at \$330K, which is 30% higher than our Q3 budget plan. The forecast for Q4 will be lower due to the health order restrictions set by the province.
- Most of the external grants budgeted for 2021/22 have been renewed and received by Q3. Summer job funding received in Q3 is 5K higher than budgeted.

Expenditures

- Total Engineering and Operations Services was at 76% of the budget. Landscaping costs were high mainly due to irrigation costs, and we are currently working with UBC PT & UBC Utilities to investigate the abnormal increase. Snow removal for December was at \$5K; there will also be snow removal charges in January but in the end, the total amount should still within budget for the year.
- Total Recreation & Culture Services Field was only at 65% in Q3, compared to target at 75% at Q3. Fields maintenance was postponed to Q4. An amount budgeted to hire security for the Wesbrook Community Centre security to support our re-opening plan in the beginning of Q3 was not required after our assessment. WCC building equipment and parts was on backorder, while building maintenance expenses should pick up in Q4.
- Total General Operations Services expenses are on target at 73%, compared to the expected budget amount in Q3 at 75%. Communications went over budget due to the community newspaper being published monthly instead of semi-monthly as originally budgeted. Election was completed in November and no more expenses are expected for public engagement in Q4.

DECISION REQUESTED

For Information

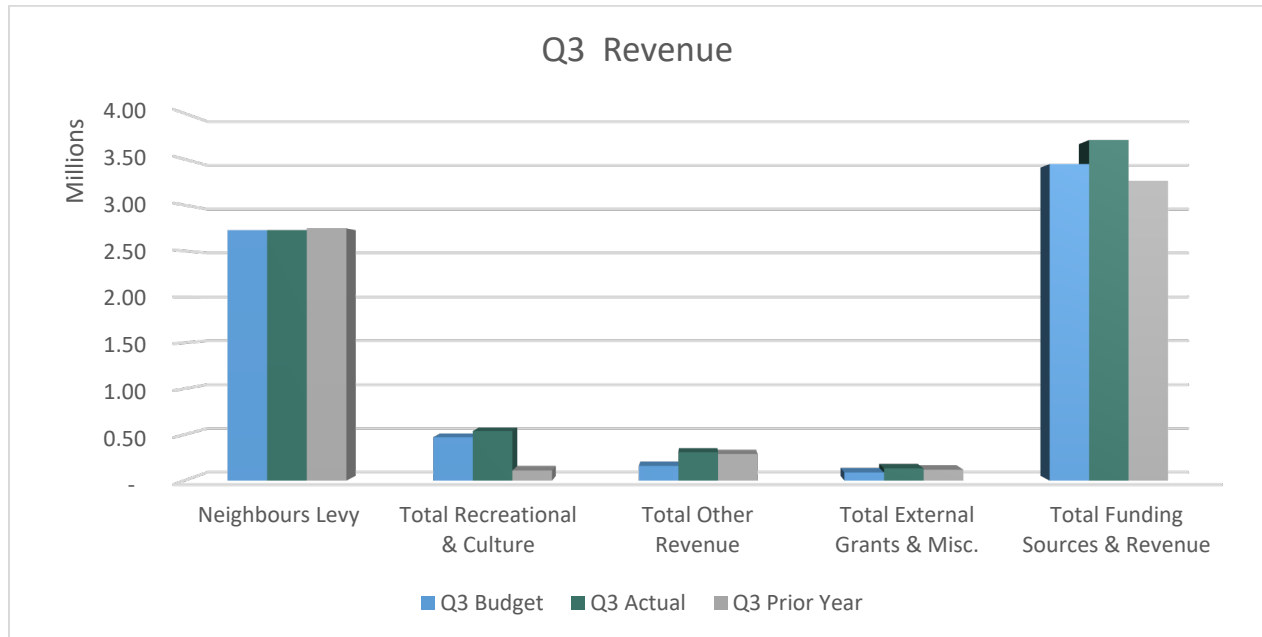
	2021-22 BUDGET	2021-22 Q3 BUDGET (AT 75%)	% YTD Act/Bud	Year to Date:	
				Actual	Prior Year
FUNDING SOURCES					
Neighbours Levy (Service Levy & GMSL)	6,415,000	4,811,250	75%	4,805,668	4,342,935
Contributions to Reserves (Outgoing Funds)					
Infrastructure Replacement Fund	(153,960)	(115,470)	75%	(115,336)	(104,230)
Capital Replacement Fund	(76,980)	(57,735)	75%	(57,668)	(52,115)
Rate Stabilization Fund	(64,150)	(48,113)	75%	(48,057)	(43,429)
UNA/VSB Playing Field Replacement Reserve	(60,000)	(45,000)	75%	(45,000)	(75,000)
Total Contributions to Reserves	(355,090)	(266,318)	75%	(266,061)	(274,775)
Deductions					
Engineering & Operations Services					
Water & Sewage	(563,852)	(422,889)	75%	(422,889)	(402,015)
Fire Services Fee*	(1,310,513)	(982,885)	75%	(982,885)	(946,287)
Total Engineering & Operations Services	(1,874,365)	(1,405,774)	75%	(1,405,774)	(1,348,302)
Recreation & Culture Services					
Athletics Access Fee	(481,125)	(360,844)	75%	(360,425)	(325,720)
General Operation Services					
GST (unrecoverable: Neighbours Levy less UBC Costs & Contributions to Reserves)	(69,411)	(52,058)	66%	(45,761)	(46,052)
Total Neighbours Levy & Reserves	3,635,009	2,726,257	75%	2,727,647	2,348,086
Transfers from Reserves (Incoming Funds)					
Contingency Reserve	-	-		-	21,897
UBC Community Services Grant	-	-		-	375,000
Total Transfers from Reserves	-	-		-	396,897
Total Neighbours Levy & Reserves Available	3,635,009	2,726,257	75%	2,727,647	2,744,983
REVENUE					
Neighbours Levy Received	3,635,009	2,726,257	75%	2,727,647	2,744,983
Recreation & Culture					
Wesbrook Community Centre	142,500	106,875	46%	66,142	12,890
Old Barn Community Centre	61,850	46,388	78%	48,169	1,810
Programming	317,792	238,344	104%	330,711	84,012
Playing Fields & Park Rentals	108,000	81,000	87%	94,054	10,895
Total Recreation & Culture	630,142	472,607	86%	539,075	109,607
Other Revenue					
Parking	129,051	96,788	67%	87,030	49,818
Miscellaneous	83,438	62,578	265%	221,453	239,583
Total Other Revenue	212,489	159,367	145%	308,483	289,401
Grants & Other Funding					
External Grants & Miscellaneous	117,822	88,367	113%	133,109	118,793
TOTAL FUNDING SOURCES & REVENUE	4,595,462	3,446,596	81%	3,708,314	3,262,784

*Fire Services Fee was still under review and discussion by the end of Q3

	2021-22 BUDGET	2021-22 Q3 BUDGET (AT 75%)	% YTD Act/Bud	Year to Date:	
				Actual	Prior Year
EXPENDITURES					
Engineering & Operations Services					
Parking & Emergency Management	145,486	109,115	63%	92,291	80,877
General Maintenance	10,000	7,500	97%	9,722	2,654
Common Area Maintenance Fees					
Landscaping	390,061	292,546	93%	363,853	237,143
Road, Gutter and Sidewalk Maintenance	28,500	21,375	49%	14,101	2,971
Streetlights	55,960	41,970	50%	27,994	29,173
UBCPT Management Fees	80,000	60,000	75%	60,000	60,000
Electricity	99,500	74,625	54%	53,678	51,283
Other Common Area Maintenance Costs	43,000	32,250	51%	22,108	29,230
-	-	-	-	-	-
Total Engineering & Operations Services	852,507	639,380	76%	643,748	493,331
Recreation & Culture Services					
Fields	16,500	12,375	54%	8,873	14,812
Wesbrook Community Centre	631,436	473,577	56%	351,881	280,275
Old Barn Community Centre	204,407	153,305	69%	141,716	97,830
Recreation Salaries & Benefits	936,995	702,746	68%	636,564	512,652
Programming	397,690	298,267	83%	331,376	100,173
Community Access	121,800	91,350	43%	52,575	109,229
Community Support	45,000	33,750	31%	13,728	17,276
Total Recreation & Culture Services	2,353,828	1,765,371	65%	1,536,713	1,132,247
General Operation Services					
Administration Salaries & Benefits	994,745	746,059	80%	797,505	692,918
Sustainability	28,684	21,513	43%	12,376	5,812
Professional Fees	226,500	169,875	54%	121,795	115,831
General Operating Services	449,695	337,271	63%	285,016	199,190
Communications	110,000	82,500	90%	98,769	76,698
Public Engagement	81,826	61,370	85%	69,283	60,602
Total General Operation Services	1,891,450	1,418,587	73%	1,384,744	1,151,051
TOTAL EXPENDITURES	5,097,785	3,823,339	70%	3,565,204	2,776,629
BALANCE SURPLUS (OR DEFICIT) BEFORE TRANSFER	(502,323)	(376,742)		143,110	486,155
TRANSFER FROM UNRESTRICTED NET ASSETS**	502,323	376,742		-	-
BALANCE SURPLUS (OR DEFICIT)	0	0		143,110	486,155

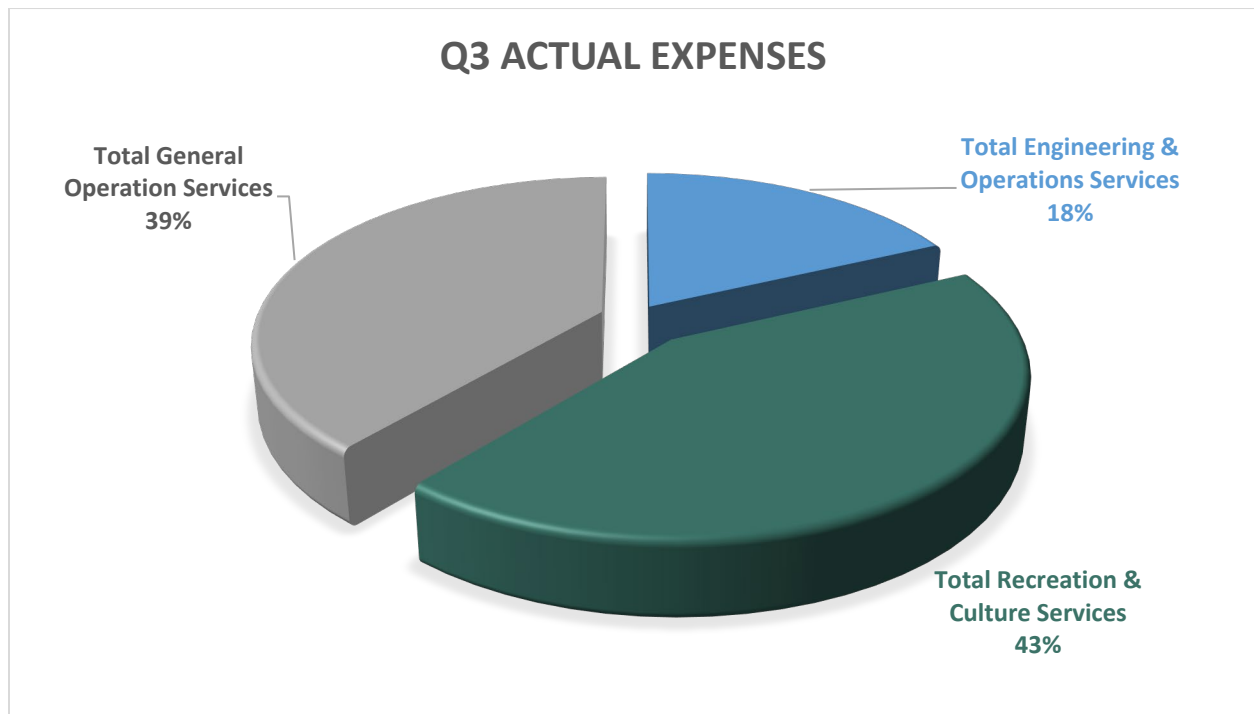
**** 2021/22 budget included using surplus from 2020/21 to balance the deficit**

Total Revenue for Fiscal 2021/22 (Q3):

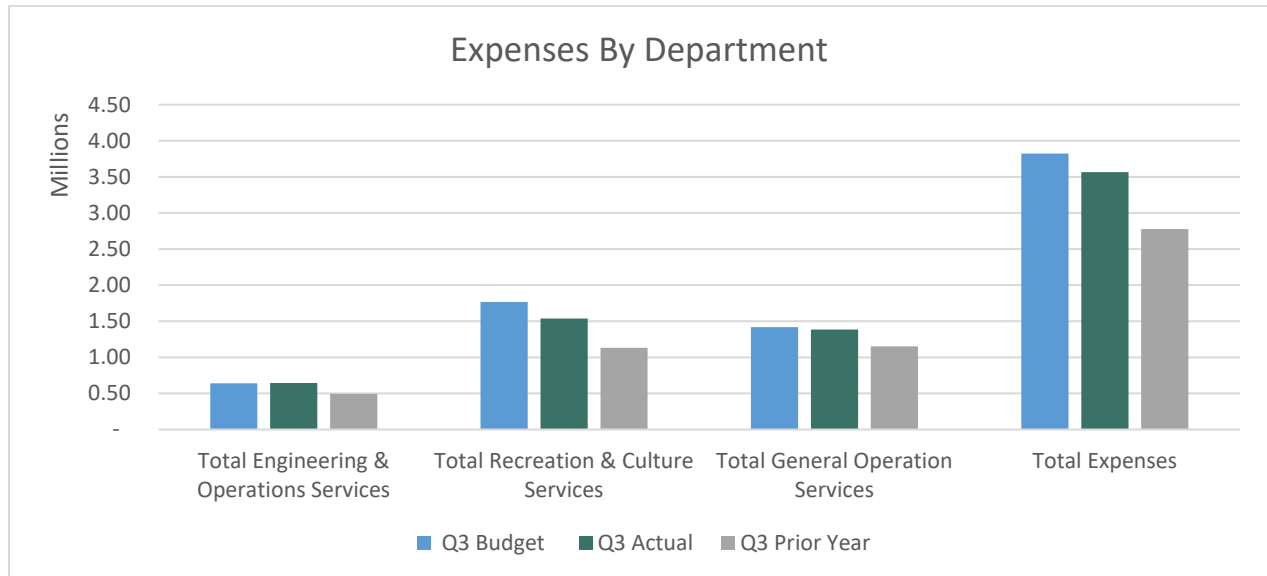


**Fire Services Fee deducted from the Neighbours Levy in \$983K (75% of \$1.31M) was under review at Q3*

Actual Expenses for Fiscal 2021/2022 (Q3):



Total Expenses Comparison for Q3:



Vendors who had cheques issued to them over 25K for the 3rd Quarter:

Vendor	Q3 Total	Payment Date	Amount	Description
UBC Properties Trust	\$ 136,608.49	10-04-2021	\$ 63,094.48	Common area maintenance
		11-08-2021	\$ 73,514.01	Common area maintenance
Silver Star Painting & Renovation Ltd	\$ 53,951.23	10-18-2021	\$ 17,993.85	Facility maintenance
		11-15-2021	\$ 20,112.78	Facility maintenance
		12-08-2021	\$ 15,844.60	Facility maintenance
Commissionaires BC	\$ 39,795.92	10-04-2021	\$ 3,775.67	By-Law Enforcement
		10-18-2021	\$ 4,753.35	By-Law Enforcement
		11-02-2021	\$ 9,406.95	By-Law Enforcement
		11-15-2021	\$ 10,518.61	By-Law Enforcement
		11-29-2021	\$ 7,291.07	By-Law Enforcement
		12-13-2021	\$ 4,050.27	By-Law Enforcement
Tricom Building Maintenance Ltd	\$ 39,673.14	10-14-2021	\$ 13,026.02	Janitorial
		11-04-2021	\$ 13,369.13	Janitorial
		12-06-2021	\$ 13,277.99	Janitorial
CRA	\$ 36,044.61	10-18-2021	\$ 36,044.61	GST
Vancouver Public Library	\$ 35,050.00	11-04-2021	\$ 35,050.00	Provision of Library Service



Total Capital Items for the 3rd Quarter:

Location	Budget	Q3 YTD Total	Amount	Comment
Wesbrook Community Center	\$ 60,000	\$ 34,187	\$ 21,823	Furniture & Fixture
			\$ 9,268	Computer & IT Equipment
			\$ 3,097	Tenant Improvement
Old Barn Community Center	\$ 2,163	\$ 6,492	\$ 5,985	Furniture & Fixture
			\$ 507	Computer & IT Equipment
Office	\$ 35,400	\$ 25,787	\$ 2,751	Furniture & Fixture
			\$ 8,786	Computer & IT Equipment
			\$ 14,250	Website
Total	\$ 97,563	\$ 66,467	\$ 66,467	

Financial Implications

None

Operational Implications

None

Strategic Objective

None

Attachments

None

Concurrence

None



Respectfully submitted,

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Athena Koon
Finance Manager

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

Sundance Topham
Chief Administrative Officer



Report Date: January 27, 2022
Meeting Date: February 2, 2022
From: Athena Koon, Finance Manager
Subject: Analysis of options for “investing” - Neighbours’ Fund

Background

The UBC Neighbours’ Fund (NF) currently has one term deposit investment which will mature in mid-February. UBC is seeking an opinion from the UNA on how to move forward when the investment matures. In January, a report was presented to the Board regarding this issue and the Board directed staff to undertake further analysis before deciding the best option for the UNA to “invest” the \$5 million (M) available in the Neighbours’ Fund, and to report back to the Board at the February Board meeting.

Decision Requested

THAT the Finance Committee recommend that the Board direct the Finance Manager to inform UBC Treasury to “invest” \$5M of the Neighbours’ Fund in the following manner: \$1M for 1 year, \$1M for 2 years, and \$3M for 3 years

Discussion

Below, you will find the current NF term deposits held at UBC; these are funds held in reserves and not the day-to-day operating funds and in total the investment is \$7.25M.

Terms	Started on	Amount Invested	Interest Rate	Maturity Date
3 years	Feb 15, 2019	\$ 3,250,000	2.21%	14-Feb-22
3 years	Feb 15, 2020	\$ 2,000,000	1.70%	14-Feb-23
3 years	Mar 17, 2021	\$ 2,000,000	0.47%	16-Mar-24

Since the total reserve fund is estimated to be around \$9.7M for this fiscal year, it is wise to put aside the extra amount to a term investment to earn higher interest as the current UBC interest rate has been reduced to 0%. Last month, the Finance Committee recommended that the UNA “invest” \$5M when the 2022 term investment reaches maturity (For a total of \$9M in total in investments).

There were some differing opinions at the Board table as to whether an alternative investment strategy should be undertaken, and this report analyzes some various options available to the UNA.

Please see below the term deposit rates offered to the UNA by UBC along with the potential interest income:

Term Year	1	2	3	4	5
Term Rate	0.480%	0.950%	1.468%	1.609%	1.763%
Interest/\$1 million	\$ 4,800	\$ 9,500	\$ 14,680	\$ 16,090	\$ 17,630
Interest/\$2 million	\$ 9,600	\$ 19,000	\$ 29,360	\$ 32,180	\$ 35,260
Interest/\$3 million	\$ 14,400	\$ 28,500	\$ 44,040	\$ 48,270	\$ 52,890
Interest/\$4 million	\$ 19,200	\$ 38,000	\$ 58,720	\$ 64,360	\$ 70,520
Interest/\$5 million	\$ 24,000	\$ 47,500	\$ 73,400	\$ 80,450	\$ 88,150

Options & Analysis

The “investment” options include:

- **Option A:** Investing the full amount (\$5M) in a 1-year term deposit.
- **Option B:** Investing the full amount (\$5M) in a 3-year term deposit; and
- **Option C:** Investing \$1M for 1 year, \$1M for 2 years, and \$3M for 3 years

The following table shows the total interest earned for each option and the pros and cons:

Option	Term	Amount	Interest	Total Interest	Pros	Cons
A	1	\$5M	\$ 24,000	\$ 24,000	Flexibility for future investment Best option if future interest rate goes up	Lowest interest rate
B	3	\$5M	\$ 73,400	\$ 73,400	Highest interest earned comparing option A & C	Longest term vs option A & C Worst option if interest rate goes up
C	1	\$1M	\$ 4,800	\$ 58,340	Same amount matures each year	Less flexible vs option A
	2	\$1M	\$ 9,500			
	3	\$3M	\$ 44,040			

Potential cash flow in reserves not locked into term investment:

Maturity Year	Cash Flow* (in \$Million)		
	Option A	Option B	Option C
2023	\$7	\$2	\$3
2024	\$2	\$2	\$3
2025	\$0	\$5	\$3
2026	\$0	\$0	\$0
2027	\$0	\$0	\$0
Total Investment	\$9	\$9	\$9

**Assuming matured amount will not be re-invested*

As you can see from the first table, the 3-year term rate was at 2.21% in 2019, and it dropped to 1.7% in 2020 and further dropped to 0.47% in 2021. However, the rate is slowly climbing back up and the current 3-year term rate is 1.47%. I am not an investment specialist so cannot offer any expert opinion on the trend and the investment market forecast. However, based on the discussions at the last Board meeting, it seems maxing out interest earning is not the deciding factor here. The Board is seeking a more balanced option in terms of cash flow, total interest earned, and flexibility. For that reason, I am recommending Option C as the choice. It will provide good interest return (\$58K), flexibility (as the term are from 1 to 3 year), and consistent cash flow. The same amount matures each year (including the currently invested amounts).

Financial Implications

Annual interest for the \$5M not invested.

Operational Implications

None

Strategic Objective

None

Attachments

None

Concurrence

None



UNIVERSITY
NEIGHBOURHOODS
ASSOCIATION

**FINANCE & AUDIT
COMMITTEE**

Respectfully submitted,

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

Athena Koon
Finance Manager

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

Sundance Topham
Chief Administrative Officer



MINUTES

PRESENT:

Jane Kang, Chair
Ran Keren, Co-Vice-Chair
Susan Eadie, Co-Vice-Chair (via
teleconference)

Alice Bradley
David Hahn
Michelle Niu
Nidhi Raina (via teleconference)

REGRETS:

Eileen Le Gallais

Lee Weinstein

STAFF:

Glenda Ollero, Communications Manager

RECORDING SECRETARY:

Debbie Reimer, Mosaic Writing Group

A. CALL TO ORDER

Jane Kang, Chair, called the University Neighbourhoods Association (UNA) Community Engagement Advisory Committee (CEAC) meeting to order at 4:40 p.m.

B. APPROVAL OF AGENDA

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

THAT the University Neighbourhoods Association Community Engagement Advisory Committee approves the November 24, 2021 agenda, as circulated.

Carried

C. APPROVAL OF MINUTES

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

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

Carried

D. ITEMS/REPORTS

1. Community Survey Updates

i. Introduction

Jane Kang, and Ran Keren provided the following update regarding the presentation from TWI Surveys:

- TWI Surveys have advised:
 - They will not host the survey in multiple languages due to the potential impact on the quality of data
 - They will ensure the questions are written at a grade five level of English
- The UNA Board encouraged the English only option.

ii. Discussion

Discussion ensued on:

- Suggestions for ideas to gather more data from residents:
 - Small focus groups representing differing cultures
 - Smaller survey for ease of translation
 - Quotes from alternate companies who can host multiple languages
- Concern regarding the amount of data that can be gathered if the survey published in one language
- Concern about resident complaints/concerns regarding:
 - Lack of representation
 - Untranslated surveys
 - Exclusion of a large percentage of the population
 - Language barriers impacting participation
- Survey results may provide information to CEAC for development of focus groups
- Suggestion for simplification of questions/language for participants
- Multiple translations could add to cost of survey
- Barriers to survey participation:
 - Length of survey
 - English language only
 - Limited language translations for a diverse population
- Concern that multiple translations may not increase survey participation
- Limited translations could result in feelings of marginalization for less represented cultures
- Suggestion that the remaining budget funds be used for focus groups:
 - The fiscal year end is March 31, 2022
- Suggestion to consult with other community engagement committees regarding surveys
- UBC Sociology professor agreed to poll students of which some are residents
- Incentives for survey participation could include:
 - Coffee vouchers
 - Draws
 - Gift certificates to local establishments
- UBC Campus and Community Planning department has some data from 2016
- 2021 census data will not be available until 2022.

It was moved (Susan Eadie) and seconded (Jane Kang)

THAT the University Neighbourhoods Association Community Engagement Advisory Committee requests the Communications Manager to obtain information from the UBC Campus and Community Planning department regarding surveys on campus.

Carried

***Action Item (01):** Glenda Ollero to obtain information from UBC Campus and Community Planning regarding previous surveys on campus.*

It was moved (David Hahn) and seconded (Alice Bradley)

THAT the University Neighbourhoods Association Community Engagement Advisory Committee requests the Communications Manager to seek quotes from other survey

companies regarding their ability and costs associated with hosting a multi-language survey and information on the additional cost per language.

Carried

***Action Item (02):** Glenda Ollero to obtain quotes from other survey companies regarding their ability and costs associated with hosting a multi-language survey.*

2. Other Activities

i. Introduction

Susan Eadie, Co-Vice Chair, requested the CEAC provide options for alternate community engagement activities while awaiting survey results.

ii. Discussion

Discussion ensued on ideas for alternate community engagement activities

- CEAC members individually canvassing contacts for suggestions
- Create a list of groups already established
- Create a list of events currently happening
- Create an internet bulletin board housing all the events
- Provide links to groups on the bulletin board
- Post bulletin board information on facebook and the UNA website
- Create an online communication system for communication among residents (non-facebook).

It was moved (Susan Eadie) and seconded (Ran Keren)

THAT the University Neighbourhoods Association Community Engagement Advisory Committee (CEAC) requests CEAC members to conduct research with individual contacts regarding community groups and activities and report back at the January 26, 2022 meeting.

Carried

(Opposed: Jane Kang and Michelle Niu)

***Action Item (03):** Glenda Ollero to create a shared google doc for CEAC members to compile information regarding community engagement ideas.*

E. ADJOURNMENT

The next UNA CEAC meeting to be held on January 26, 2022 at 4:30 p.m.

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

That the University Neighbourhoods Association Community Engagement Advisory Committee meeting adjourned at 5:57 p.m.

Carried



Report Date: February 1, 2022
Meeting Date: February 15, 2022
From: Wegland Sit, Operations Manager and Julia Gellman, Sustainability Specialist
Subject: UNA Public Space Solid Waste Management Planning

Background

At the April 20, 2021 UNA Monthly Board Meeting, during a discussion of general outdoor garbage and recycling discussion, the Board instructed UNA staff to create a UNA Public Space Solid Waste Management Plan. Subsequently during the September 21, 2021 UNA Meeting, the Board approved the UNA advancing a Solid Waste Receptacle Replacement Project.

The thought was that the replacement of the receptacles would be an outcome of the UNA Public Space Solid Waste Management Plan, with the objective of the project to promote sustainability through better solid waste management planning, including the use of diversion waste stream receptacles that can accept both regular garbage as well as small size returnable recyclable containers. At the same time, the UNA has identified updated receptacles that will enhance the efficiency of the UNA outdoor solid waste management program.

This report provides a summary of the UNA's current solid waste regime, highlights the findings from UNA waste audit and discusses waste reduction in the region (including UBC and Metro Vancouver). The report then highlights changes to the existing UNA public spaces solid waste planning process to better align with regional initiatives, including the proposed purchase of multi-stream solid waste containers and enhanced single stream containers.

Decision Requested

THAT the Board approve the UNA advancing an application to the Area A Community Works Fund Committee for the procurement and installation of 20 two-stream waste receptacles and 35 single-stream waste receptacles for up to \$140,000.

Discussion

Waste Management and Operations Background

The UNA solid waste management program is managed by UBC Properties Trust (UBCPT), as part of the Municipal Services Agreement that UBCPT has with the UNA. UBCPT subcontracts public solid waste management as part of their landscaping contracts to five different landscapers across all UNA neighbourhoods.

Operationally, each landscape contractor operates within their own pickup schedule, which is largely determined by the day of the week that the landscaper services the UNA. Hence the time of waste pickup varies across different neighbourhoods and in some cases even within the same neighbourhood. For example, Wesbrook Place has two different landscape subcontractors providing garbage pickup service: one servicing public spaces, and one servicing two park spaces.

Current Operation Model

Landscape subcontractors pickup waste on a weekly schedule, ranging from two to three times per week. Our current collection model requires the landscaping team to remove waste content manually, one waste receptacle at a time.

Badger Earthworks is one the largest landscape service provider working in the UNA. They have a works yard space within the South Campus area. General waste picked up from UNA's outdoor waste receptacle are transported to the South Campus work yard, and later emptied into an eight-yard waste container. Waste collected from this container is emptied on a weekly basis to an external waste collection facility.

For other landscape service providers, similar to other green waste, general waste picked up by these subcontractors is transported back to their offsite work yards for temporary storage and disposed at waste collection facility in a later time.

For recyclable mix containers collected from UNA's beverage bottles recycling receptacles, Badger Earthworks and Meridian Landscaping team empty the mixed containers content inside the mix containers bins located at Wesbrook Community Centre and Old Barn Community Centre recycling area.

Waste Receptacles

The UNA has in total 78 outdoor solid waste receptacles, with 66 waste receptacles single stream design, which can only accept regular landfill waste. In general, our single stream waste receptacles have the internal capacity of approximately 90 litres each. Through a previous collaboration with Encorp Canada, there are seven Blue Beverage Bottles Recycling bins strategically placed at Wesbrook park spaces and at Wesbrook community soccer field to promote waste diversion.

There are a total of five receptacles in Wesbrook and Hawthorn Area, that can accept multiple waste streams (e.g. recyclable containers and paper waste).

For UNA waste receptacle distribution, please refer to UNA Waste Receptacle Maps in attachment.

Issues and UNA's Responses

Historically, there are several recurring issues related to our public waste receptacles. Depending on location, certain waste receptacles especially those located in the Westbrook Area, are facing ongoing household waste issues. This implies that nearby residents are disposing of their household garbage into public bin rather than putting their garbage in the designated waste room below their own building. This leads to several issues. Firstly, outdoor waste receptacles are not designed to hold household waste, and household waste generally takes up significant amount of space. Since the bin's opening is too small to for household garbage to fit through, household waste tends to block the opening, leading to an immediate overfill issue. The UNA has responded with public education campaigns through electronic newsletters, as well as physical signage indicating "No Household Waste" next to problematic areas to serve as a reminder. However, the above approach has had limited success.

Food containers have also become a significant issue in public waste receptacles in the Westbrook commercial core. Food containers like pizza boxes have a tendency to clog up the waste bin given their large size. Similar to the household waste issue, this can potentially be addressed by encouraging and collaborating with nearby retailers to collect their own containers or recommending retailers to choose a better take-out container design. The last option is to change and enhance the current waste receptacle design to discourage household items while simultaneously accommodating odd size objects like empty food containers.

As most of the single-waste stream receptacles have no lid nor animal proofing feature to prevent wildlife access, our operations team has encountered litter issues as a consequence of birds, racoons, and other wildlife going through the receptacle.

UNA Streetscape Waste Audit

To better understand and assess the public waste receptacle usage, the UNA Operations and Sustainability Department contracted Daniel Rotman Consulting to perform an onsite streetscape waste audit. The onsite waste audit was performed on November 1st, November 4th and the final audit on November 18th.

An overview of the waste audit process is contained on the following page.

Waste Audit Process

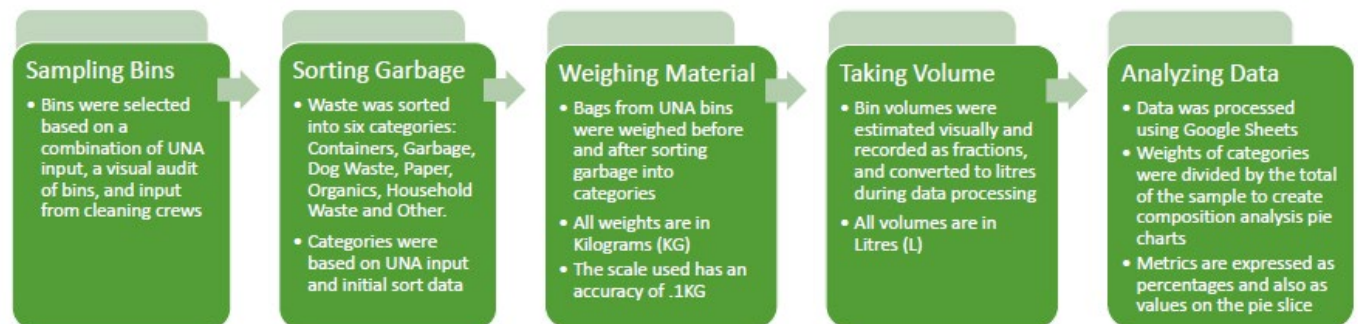


Figure 1 – Waste Audit Process Flow Chart

The goal of the waste audit was to gather composition data to determine whether or not to upgrade UNA Solid Waste Management Waste Receptacle from a single stream design to a multi stream system that can accommodate both garbage and recyclable containers, and to determine suitable locations for any upgrades.

Waste Audit Summary

Twenty-five outdoor waste receptacles across all UNA neighbourhoods were selected in the audit process.

Waste was sorted into six categories: Containers, Garbage, Dog waste, Paper, Organic, Household Waste and Other.

Largest category by volume:

Containers (in 23/25 bins) followed by Dog Waste

Bins 1, 6, 16 and 22 contained the highest volume of Containers (i.e. coffee cups, take out containers, aluminum cans, water bottles, etc.)

- Bin 1 – Hawthorn Place, Near Bean Around the World
- Bin 6 – Hawthorn Place, on Main Mall Greenway at the fire lane between Eagles Drive and Larkin Drive.
- Bin 22 – East Campus, near the east end of East Campus Park

Recyclable cans and bottles were distributed unevenly – with about 50% of the bins sampled contained 80% of the Containers found

The Audit found Hawthorn and East Campus bins had the highest volumes of Containers

Largest category by weight: Dog Waste (in 23/25 bins)

Bins near the Residences by Nobel Park contained the highest weight of Dog Waste

Dog waste content was distributed unevenly, about 50% of the sampled bins contained 80% of Dog Waste found

The least amount of Dog Waste was found near commercial areas.

Regional Approach and Best Practices

The review of our existing processes and the solid waste audit have confirmed that the UNA can do better. The question is what can we do within our limited resources? And how can we best align our efforts with regional initiatives (including UBC and Metro Vancouver)?

Informed by Metro Vancouver's Integrated Solid Waste and Resource Management Plan, the UNA similarly aims to reduce waste while maximizing reuse, recycling, and material recovery. Metro Vancouver has targets to reduce the quantity of waste generated per capita within the region to 90% or less of 2010 volumes by 2020. Both Metro Vancouver and UBC are in the midst of re-envisioning their Solid Waste Plans and Zero Waste plans respectively. UBC's Zero Waste Action Plan has a target of 80% waste diversion by 2020, and ongoing reductions in the amount of waste sent to landfills each year. Since 2014, UBC has rolled out 700+ recycling stations, increased food scraps composting, and created several initiatives to engage in the Zero Waste Plan. Since UBC are in the process of updating their Zero Waste Action Plan, and a lot had changed since 2014. The UNA expects there are significant changes in the coming Action Plan update, and UNA's intention is to align with UBC futures Zero Waste Strategy.

Enhancing waste stream collection in the UNA's public realm (i.e. adding two-stream waste and upgrading single-stream receptacles) would help align the UNA with local and regional efforts to responsibly and sustainably manage solid waste. Adding recycling collection to high-priority locations would contribute to resource and energy conservation, diverting waste from the landfill, and the pursuit of a circular economy. Enhancing single-stream bins would improve waste fill-rates, contamination compliance, and communications and educational opportunities in the form of poster marketing on the receptacles. This waste infrastructure improvement would demonstrate the UNA's commitment to environmental innovation and leadership.

The UNA does not have the necessary garbage and recycling violation bylaw to enforce, nor the resources to monitor and fine violations. However, in pursuing a more sustainable, livable community, it would be relevant and pertinent for the UNA to integrate public spaces solid waste management planning processes similar to Metro Vancouver and UBC where applicable. In the development of this solid waste

management proposal, the UNA collaborated with UBC's Sustainability and Engineering team in Campus & Community Planning, as well as UBC's Municipal Services Waste Management. The UNA's proposed enhancements are influenced by the best practices and operations of the greater UBC context.

Waste Audit Consultant's Recommendations

The UNA should also utilize the findings from the waste audit. Based on the collection data, the following recommendations were highly encouraged by the consultant:

1. Providing separate bins for Containers, Dog Waste and Organics can reduce cross contamination and ensure the most effective waste separation
2. Increase enforcement and signage to reduce household waste
3. More audits are needed to show variation in the composition of categories and volume throughout the year and across seasons
4. Utilize the public facing surfaces on the new bins for reduction and prevention messaging, as well as stream identification.
5. Roll out multiple waste collection system upgrades in phases to trial impacts.

For the adoption of dog waste and organic waste management strategy, it is currently outside of the scope of this assessment. Since dog waste management will incur significant operational costs that is not part of the 2022/2023 proposed budget. And at the same time, the UNA does not have the necessary resource to operate outdoor organic waste collection. Understanding the usage, an allotment for dog waste bags for key locations has been included in the 2022/23 budget, but anything beyond this is outside of the scope of this study.

For household waste, since the UNA does not have the enforcement mechanism to patrol, monitor nor fine violators. The UNA historically relies mainly on education and goodwill from our residents to keep household waste in its place.

As part of UNA's response, the UNA office has scheduled a follow up waste audit in late spring and summer to capture the peak season fluctuations.

For public facing surface on the proposed new waste bins, UNA Operations and Sustainability team will be working closely with UNA Communication team to come up with a consistent approach for waste identification and incorporate sustainable social message. This public facing surface will play a key part of our education campaign and provide unique community engagement opportunity for us to engage with the public. As a result of that, a sustainable messaging category is added in the decision-making process and becomes part of UNA's decision-making matrix.

Best practices to run a successful public space recycling program

In 2019 Continue Improvement Fund (CIF) identified several best practices for municipalities to operate and manage a successful public space recycling program.

Here are four key take aways from CIF experience:

1. Clear Signage Leads to Effective Communications
 - a. Keep signage clear and simple, use universal colors that associate to recycling. Pair graphic with text, while making it as visible as possible.
2. Bin Twinning Avoids Making Users Travel to Sort Materials
 - a. Place openings for garbage and recyclable side by side.
3. Locating Bins in the Right Areas Maximizes Effectiveness
 - a. Please bin at high traffic area and at a convenient location.
4. Choosing the Type and Size of Bins Best Suited to Local Conditions Increases Use and Reduces Weather and Vandalism Damage
 - a. Durability. Outdoor bins must withstand inclement weather conditions like sun, rain, snow and wind and be sturdy enough to resist vandalism or unauthorized removal.
 - b. Aesthetic appeal: The looks of a bin can attract or repel users. Cues like visual appeal, cleanliness, insects and attractive signage associated with the bin will impact a user's decision to participate or not.
 - c. Vandalism: The potential for vandalism must be addressed when deciding on the type of public space bin to use.
 - d. Bin opening: The size and shape of bin opening requires three questions to be addressed: what material will be recycled, how the bin will be used and where the bin will be located. Different shaped openings can act as visual cues for users.
 - e. Bin size: Selecting the right size of bin will depend on several factors including: usage, space limitations and collection schedule.

Source: <https://thecif.ca/public-space-recycling-a-review-of-better-practices/>

Proposed Bin Design – Envirozone Hazelton Line Single and Two Stream Model

In consideration of our current and long-term operation model and best practices recommended by CFI. It is recommended that the UNA move forward and replace our

outdoor solid waste receptacles with Envirozone Hazelton solid waste containers for both the single and two stream model.

The UNA operations team has successful experience when managing and operating the Hazelton Line receptacles in the UNA area. Hazelton two waste stream and three waste stream receptacles can be found in Wesbrook commercial core and near Old Barn Community Centre.

Hands-on experience with the Hazelton Line is highly favorable. For the multi-stream units that are located at the Wesbrook Commercial Core. It is durable, easy to maintain, and the UNA operations department have yet received a single operation issue related the Hazelton waste receptacle.

Hazelton has two public facing surfaces that each surface has a poster frame to display waste instructions and diversion message.



Photo 1 – Hazelton Three multi-waste stream receptacle at Wesbrook Area

The UNA operations and sustainability department reached out to multiple outdoor waste receptacle suppliers. Based on their technical design and quotes provided, the UNA has developed a waste receptacle model scoring matrix (see Table 1).

The purpose of this matrix is to provide an objective guideline that is based on price, sustainability communication opportunity, security, bin opening design & animal proofing feature, and finally receptacle's capacity to form the key part UNA's decision-making process.

Product	Brand	Price	Sustainability Communication	Opening, Security and Animal Proof	Capacity	Total	Link
Hazelton	Envyrozone	3	5	5	5	18	Link to Product
Aspyre	Busch Systems	4	2	1	4	11	Link to Product
Transition TXZ	Clear River	4	4	2	3	13	Link to Product
Crystal	MMCIT	2	2	5	1	10	Link to Product

Table 1 – Waste Receptacle Model Scoring Matrix

Schaefer Cart – An Alternative Collection Model

Consideration was given to other waste pickup operation models like Schaefer cart because it is used by UBC Waste Management. UBC Waste Management has moved to use Schaefer cart and enclosures design for the majority of outdoor waste stations for ease of collection & larger capacity. Another consideration is by moving toward Schaefer cart system is the opportunity that enable a more seamless migration to get into UBC Waste Management collection system in the long run.



Photo 2: Schaefer Cart Source: Schaefer Waste <https://schaeferwaste.com/>



Photo 3: Enclosures for Schaefer Cart System

Source: City of Vancouver <https://vancouver.ca/streets-transportation/put-waste-in-its-place.aspx>

Unfortunately, without access to a waste collection truck equipped with a mechanical tipping system, the current UNA outdoor solid waste collection model is not compatible with the Schafer Cart system.

Operationally, UNA outdoor solid waste collection method is non-mechanical, while the success of Schaefer cart operation depends on its direct access to waste collection truck service. Almost all UNA solid waste receptacles are located away from the curb side, they are located more toward the inside of UNA park spaces. Their current locations post a logistical challenge during scheduled waste pickup, as the operation team will need to be onsite to roll waste carts out to enclosure and then push them to the curbside waiting for pickup. And then later pushing the emptied carts back to the enclosures. It will require either a temporary suspension of waste receptacle usage, or an onsite storage that the UNA doesn't have to rotate between full and empty waste carts during pickup times.

Given UBC Municipal Services has an ongoing resource challenge. It is unlikely that UBC Municipal Services will have additional capacity to provide services for the UNA in a foreseeable future. While at the same time, it is highly unlikely the UNA will be able to hire external waste service company to pickup the outdoor solid waste collection portfolio.

Without considering its operation limitation, purely from a financially perspective, the initial setup cost for Schafer Cart System is prohibitively expensive as well, as the enclosure for a two streams Schaefer cart system is four times more expensive than any comparable Hazelton two-stream model.

Proposed Locations

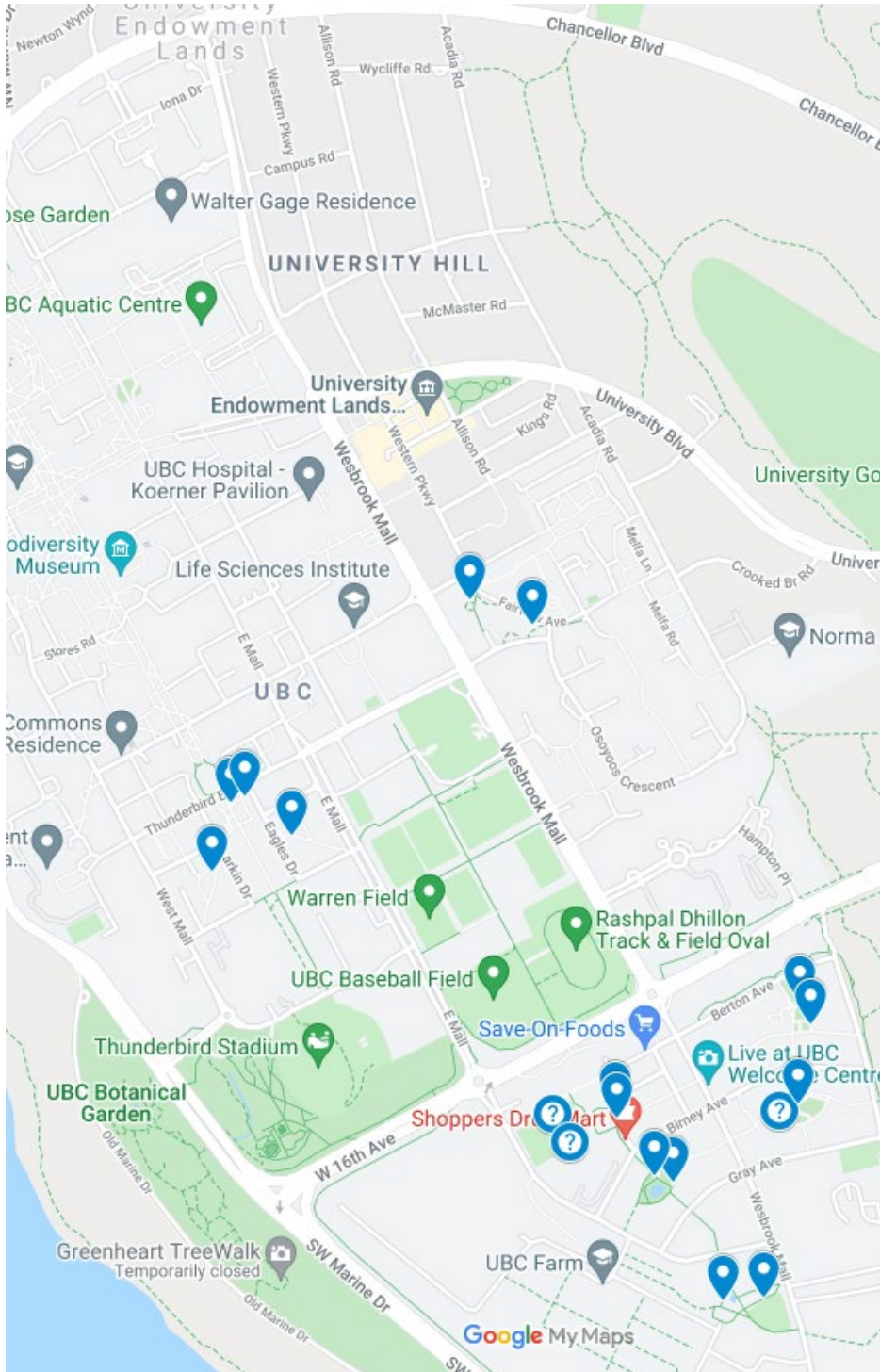
Two-stream Receptacles

For two-stream receptacles that can collect both beverage bottles and regular garbage, location selection is based on the waste audit result percentage of total containers, plus consideration from operation team's input and number of resident's reports.

As part of the report findings, 50% of all the bins contains 80% of the containers found in the audit. Two-stream receptacle locations reflect locations that have the highest percentage of containers volume reported in the audit. The deployment of two-stream receptacles is not universal, it will be strategic and focus only on high concentration areas for example in park spaces in Hawthorn Place, South Campus and East Campus.

In 2016 the UNA collaborated with Encorp to install a number of Blue beverage bottles recycling receptacles around the Westbrook Neighbourhood. The new two-stream receptacle design will replace the existing blue receptacles,

Staff are recommending that the UNA procure 20 two-stream receptacles to install across three UNA neighbourhoods.



Map 1 – Proposed two-stream receptacle locations (Blue Pins)

New Two Stream Design		
Wesbrook	Location	Number of 2 streams
	Mundell Park	2
	Khorana Park	2
	Michael Smith Park	2
	Noble Park	2
	Splash Pad	2
	Community Field	2
Hawthorn		
	Jim Taylor Park	2
	Eagles Park	1
	Larkin Park	1
East Campus		
	East Campus Park	2
	Total	18

Table 2 – Proposed two-stream receptacle locations by UNA area.

Enhanced Single-Stream Receptacles

Along with the two-stream receptacles, staff are recommending replacement of the existing single-stream design with an updated product.

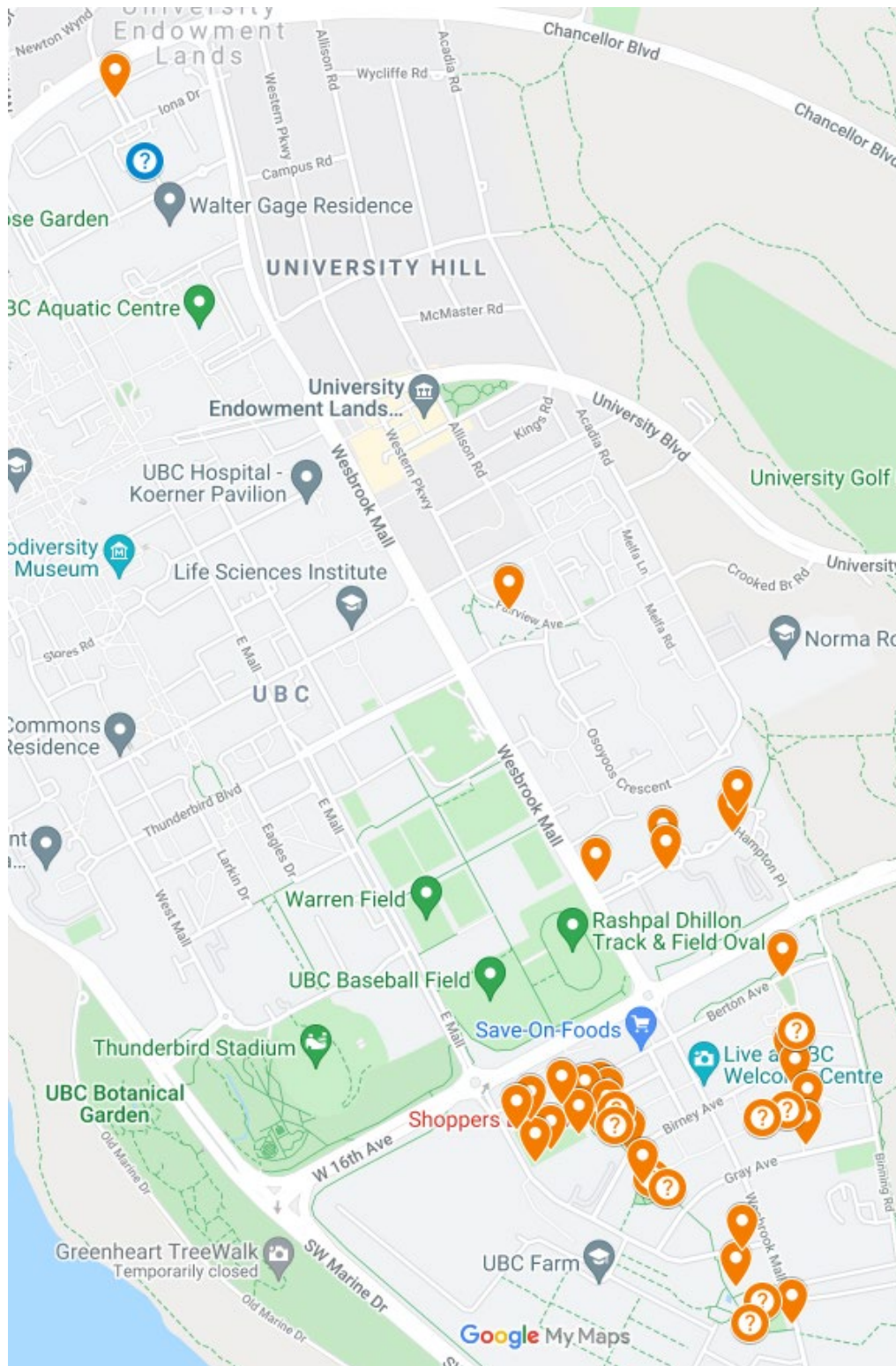
The objectives of the enhanced single stream design include:

1. Opening to enhance user experience and discourage household waste
2. Improve animal proof to avoid unnecessary spills
3. Provide sustainable communication opportunity with message board on both the front facing and back facing of the unit.

Compared to the current outdoor waste receptacle unit, the new enhanced design capacity is approximately 50 percent more than the current design, which would further advance the sustainable management of public solid waste.

Proposed locations of the enhanced single stream design are mainly driven by the following key factors: Household waste weight and volume in the waste audit, feedback coming from UNA operations team, and UNA residents' concern.

Staff are recommending that the UNA procures 35 Enhanced Single Waste Streams Receptacle Design to install across five UNA neighbourhoods.



Map 2 – Proposed enhanced single stream receptacle locations

New Enhanced Single-Stream Design		
Chancellor		Number of Enhanced Receptacles
	Theology Mall	1
Hawthorn		
	Eagles Park	0
	Larkins Park	0
Wesbrook		
	Mundell Park	2
	Nobel Park	2
	Khorana Park	2
	Michael Smith Park	4
	Splash Pad	6
	Webber Lane Greenway	3
	Community Field	4
	Softball Field	2
Hampton		
	Hampton Place	5
East Campus		
	East Campus Park	1
	Total	32

Table 3 – Proposed enhanced single-stream receptacle locations by area

Financial Implications

The total amount of Community Works Fund funding available to be allocated to the UNA/UBC area through 2023 is \$636,703.

Solid waste infrastructure that supports solid waste management system include the collection, diversion, and disposal of recyclable. In particular, solid waste diversion project including recycling that are clearly linked to a solid waste management plan is eligible for the Community Works Fund application.

During the September 2021 UNA Monthly Board Meeting, the Board earmarked \$122,000 of the Area A Community Works funding for a potential solid waste capital replacement project, as part of the overall high-level costing breakdown. A summary of the estimates for the various projects as of the September meeting is as per the following page. These costs will continue to be refined as more detailed costing is available.

Project	Estimated Cost
Electric Vehicle (EV) Charging Stations	\$210,000
Solid Waste Receptacle Replacement	\$122,000
Wesbrook Outdoor Basketball Court	\$200,000
Acadia Neighbourhood Active Transportation Improvements	\$100,000
Total:	\$632,000

The initial cost related to the roll out of the new Hazelton two-stream and Hazelton single-stream is outlined in the table below. The freight cost estimate is at the high end of the scale and the actual cost should be lower than the value suggested in the table. While the installation and material cost is an estimate number assuming 50% of the new receptacles will be able to reuse the existing bin location without significant modification like adding new concrete pad to support the structure.

The total cost for the solid waste capital replacement project (including contingency) is expected to be at \$139,276.50 plus applicable taxes.

Items	Supplier	Price Per Unit	Units	Freight Cost	Total
Hazelton Two-Stream	Envyrozone	1660	20	6600	\$39,800.00
Hazelton One-Stream	Envyrozone	1330	35	8000	\$54,550.00
Communication Materials					
Poster Two-Stream	Allegra	200	20		\$4,000.00
Poster One-Stream	Allegra	180	35		\$6,300.00
Installation					
Installation and Materials	Badger Earthworks	400	55		\$22,000.00
				Subtotal	\$126,650.00
Contingency @ 10%					\$12,626.50
				Total	\$139,276.50

Table 4 – Cost breakdown for Hazelton Two and Hazelton One

The solid waste capital replacement project and its related ongoing operation cost will mainly come from:

1. Increase pickup service for the new waste receptacles
2. Increase collection capacity to support the recycling program

As part of this study, UNA staff reached out to UBCPT in regard to the costs associated for the pickup for outdoor waste receptacles and beverage bottles recycling receptacles from the Wesbrook Area. The average cost for beverage bottles recycling receptacles pickup is at approximately \$480 per bin annually.

Current waste receptacles will be replaced by newer two-stream solid waste containers and an enhanced single stream design, and some locations already have existing blue cans and containers recycling bin. Subject to the final rollout and deployment, approximately 15 new recycling locations will be added. Hence, recycling collection operation cost is expected to increase by approximately \$8000.00 annually.

The Solid Waste Audit report suggests the total UNA solid waste containers volume was at 533 litres during the three days of audit period, with the amount of waste audited was approximately equal to a full week waste volume.

If consideration is added to the new volume coming from the expansion of the mix containers recycling program. Conservatively speaking, the UNA will see approximately 300 litres to 700 litres worth of mix containers diverted from our waste stream on a weekly basis.

In order to handle the added mix containers volume, the UNA will need to acquire a large collection bin to handle the added volume. It will cost approximately \$2000 annually to operate. Hence from an operation perspective, the solid waste capital replacement project will increase the ongoing operation cost by \$10,000 annually.

Operational Implications

The UNA has existing service agreement with Badger Earthworks to service Beverage Bottles Recycling receptacles in Wesbrook park spaces and near UNA community fields. Based on the proposed new locations, Badger Earthwork has confirmed they will be able to support cans and bottles recycling collection service after the expansion.

The UNA will need to arrange with UBCPT and Badger Earthwork for the final storage location of a 300-gallon mix containers collection container to support the added cans and bottles volume.

Strategic Objective

Community and Stakeholder Relations

Attachments

1. UNA Solid Waste Receptacle Maps



Concurrence

1. Athena Koon, Finance Manager

Respectfully submitted,

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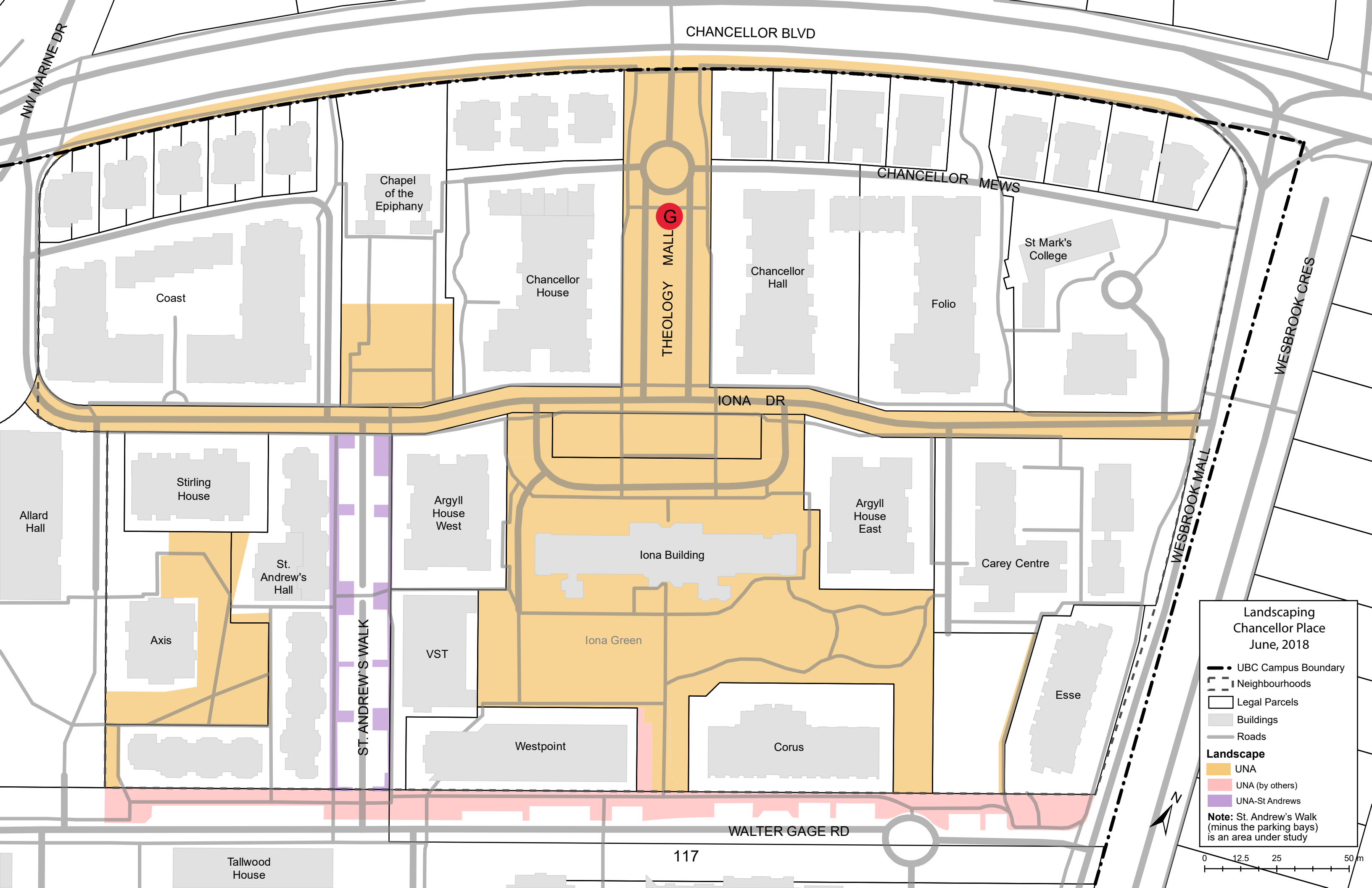
Wegland Sit
Operations Manager

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

Julia Gellman
Sustainability Specialist

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

Sundance Topham
Chief Administrative Officer



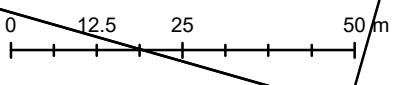
Landscaping
Chancellor Place
June, 2018

- UBC Campus Boundary
- ... Neighbourhoods
- Legal Parcels
- Buildings
- Roads

Landscape

- UNA
- UNA (by others)
- UNA-St Andrews

Note: St. Andrew's Walk (minus the parking bays) is an area under study



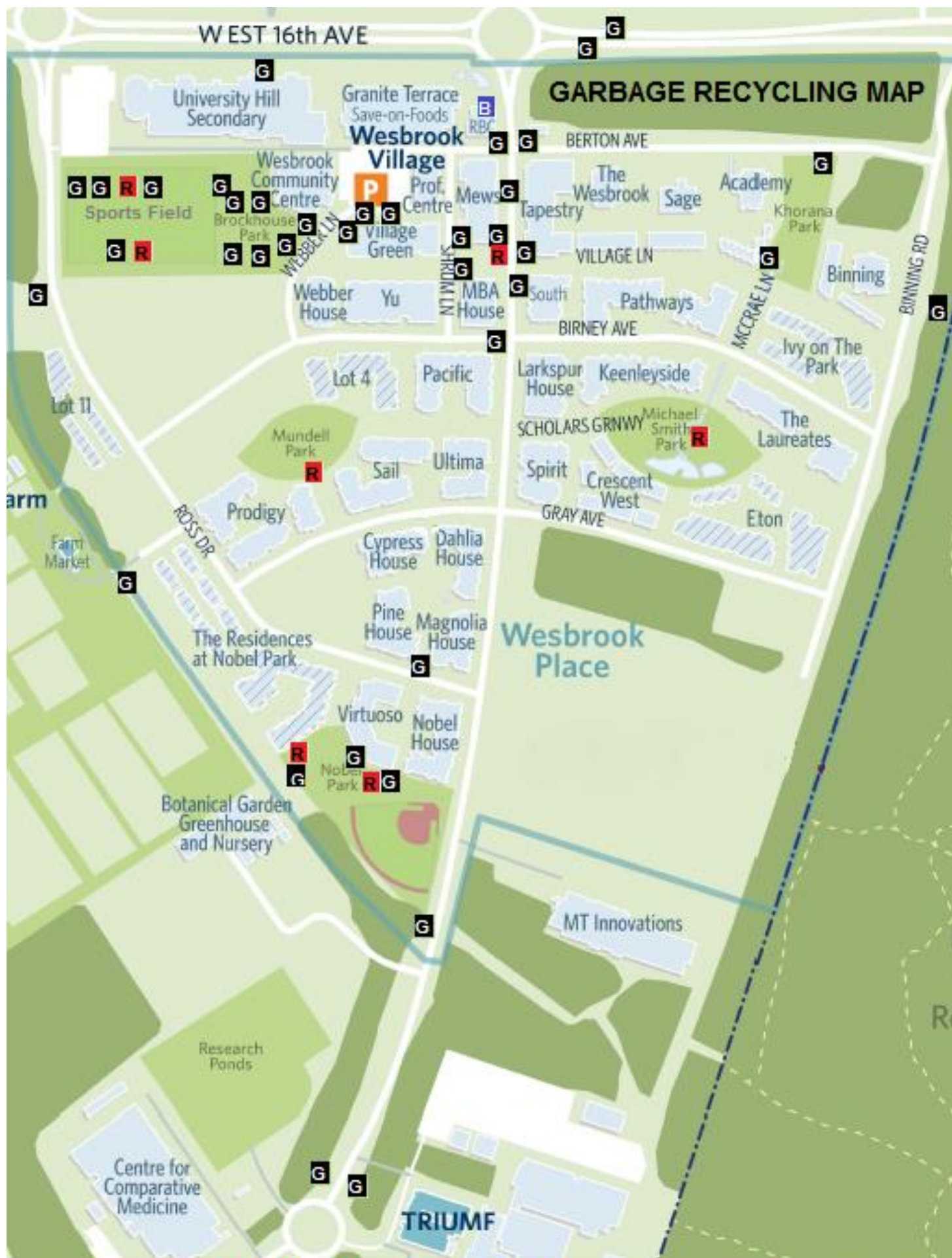
EAST CAMPUS PARK - GARBAGE RECEPTACLES

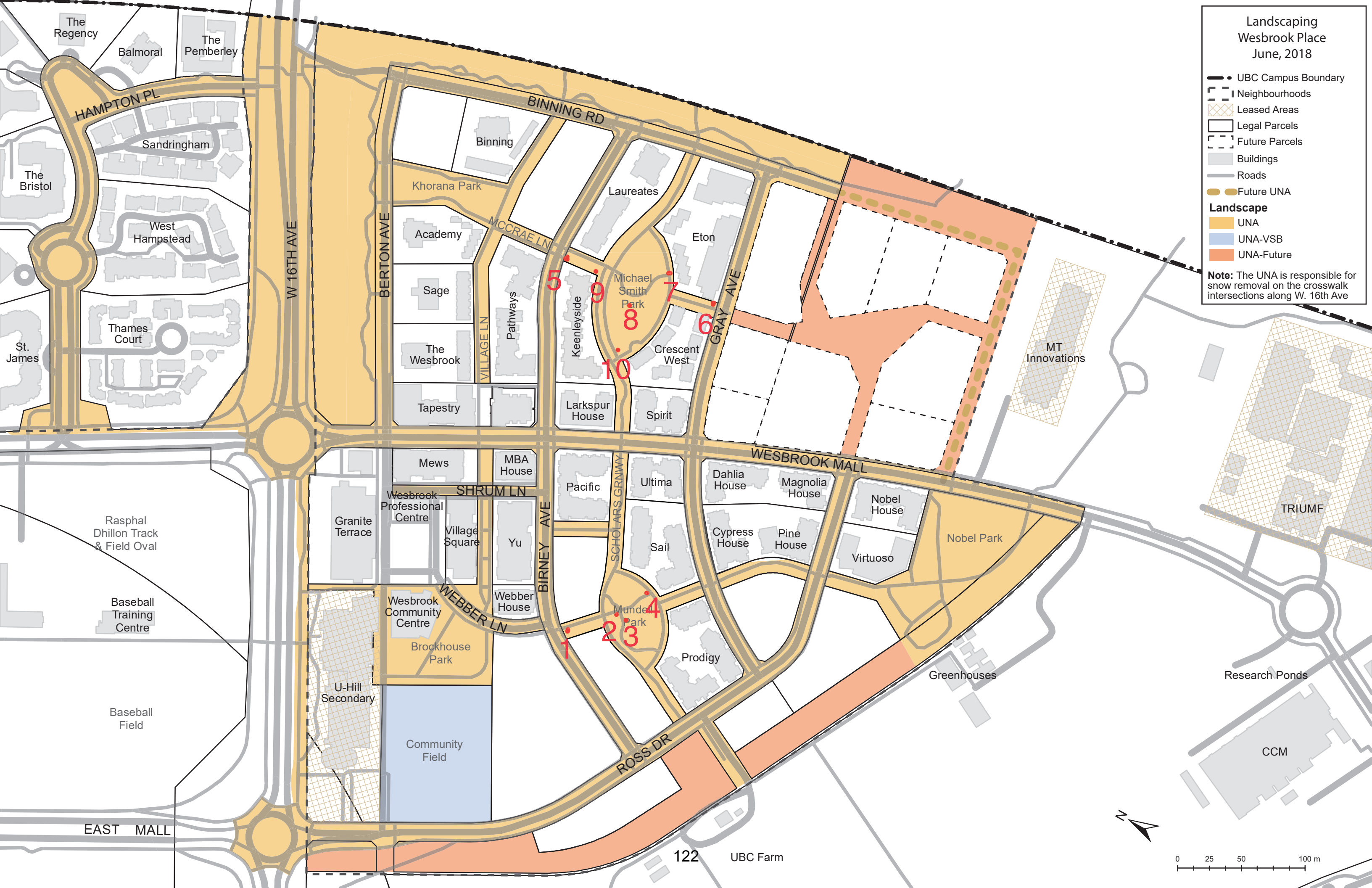
BADGER EARTHWORKS











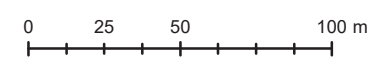
Landscaping
Wesbrook Place
June, 2018

- UBC Campus Boundary
- Neighbourhoods
- Leased Areas
- Legal Parcels
- Future Parcels
- Buildings
- Roads
- Future UNA

Landscape

- UNA
- UNA-VSB
- UNA-Future

Note: The UNA is responsible for snow removal on the crosswalk intersections along W. 16th Ave



122 UBC Farm



Report Date: February 7, 2022
Meeting Date: February 15, 2022
From: Wegland Sit, Operations Manager
Subject: Vista Point Childcare Renewal Agreement UNA and YMCA

Background

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

The sublicence 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 the new agreement were being finalized. The new agreement is now ready for Board approval.

Decision Requested

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

Discussion

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

The original Vista Point Childcare sublicense agreement between the UNA and YMCA, expired on December 31, 2021 and the UNA and YMCA entered into an extension agreement while the details of the new agreement were being finalized.

The current sublicence arrangement of the Childcare Facility involves multiple parties: UBC, UBC Properties Trust, and the UNA. Contractual obligations are passed directly from one party to another in according to the 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 a regular renewal process, the UNA submitted the Vista Point sublicense agreement for our legal team to review. The UNA legal team noted there are significant concerns that need to be addressed. The legal team noticed there are several misalignments within the UNA-YMCA Vista Point sublicense agreement, where the current sublicense misses the direct chain of obligations. For example, the obligations imposed under the License between the UNA and UBC (Day Care Facility, Vista Point)(“Head License”) are not contained in the Sublicense. It means the UNA is bearing all the risk that is not covered under the current sublicense.

The UNA successfully updated the agreement and corrected items that were raised by the legal team (as noted above). The term will begin on March 1, 2022 and end on December 31, 2027

On top of the updated terms, a new item was added to the renewal, it is the inclusion of a playground equipment replacement calculation and the annual payment associated with that. The purpose of this addition is to enable the UNA to recover the cost for the eventual replacement of the playground equipment. The calculation is on a cost recovery basis, and it is based on the cost of original invoice that covers materials and the original installation, divided by the expected servicing life recommended by the equipment supplier. The UNA operations team will perform annual inspection for the playground equipment at Vista Point and YMCA will be responsible the cost of repair of playground equipment should it is deemed necessary.

The new agreement also includes a new Schedule D (Attached to this report as Schedule A - Final). The new Schedule D provides a clear break down of items used in the operation of the childcare centre, and further breaks down who is responsible to perform the work and who is responsible to cover the cost for the work. The new Schedule D is based on the current roles and responsibilities between the UNA, the YMCA and the landlord Wesbrook Properties. There is no change in any line items other than the playground equipment line.

Finally, additional updates were made in Schedule C, as the original Schedule C is outdated. The new schedule C includes UNA Staff's priority in the childcare waitlist as the 2nd highest priority on the waitlist. This will replace the original Schedule C and helps to align this agreement with existing UNA Childcare Policy #02-6.

Financial Implications

The inclusion of the playground equipment replacement calculation will enable the UNA to recover the cost for the eventual replacement of the playground equipment in Vista Point.

The annual payment amount is based on the original invoice for cost of material and original installation, divided by the expected serving life of 15 years as recommended by the original equipment supplier.

YMCA will be responsible for an annual payment of \$3210 per year for the duration of this agreement. Annual playground equipment payment will be kept in a Vista Point Playground Equipment reserve account.

Operational Implications

UNA playground inspection team will schedule an annual inspection to the Vista Point Playground Equipment.

Strategic Objective

Community and Stakeholder Relations

Attachments

1. YMCA Vista Point 2022 Modification and Second Extension - Childcare Facility Sublicense and Operating Agreement Final
2. Schedule A – Final
3. UNA Childcare Policy #02-6

Concurrence

1. Athena Koon – Finance Manager



UNIVERSITY
NEIGHBOURHOODS
ASSOCIATION

**UNA BOARD MEETING
OPEN SESSION**

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Wegland Sit', 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

CHILDCARE FACILITY SUBLICENCE AND OPERATING AGREEMENT MODIFICATION AND SECOND EXTENSION

THIS MODIFICATION AND EXTENSION AGREEMENT made with effect as of the 1 day of March, 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 01, 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 March 01, 2022 and expiring on December 31, 2027 (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 deleting the word 'and' in section 3.3 (a), deleting the period at the end of section 3.3(b), and replacing same with '; and', and by adding the following as new section 3.3(c):

(c) the costs, whether incurred before or during the Term, of Premises Play Equipment, including the cost of extended warranties, if any, and installation, repair and replacement costs, installed, paid or incurred by UNA, amortised on a straight line basis over the lesser of the useful life of such Premises Play Equipment (as determined by UNA) and fifteen (15) years.

7. 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.

8. Section 4.3 of the Sublicense is hereby deleted and replaced as follows:

4.3 REPAIR AND MAINTENANCE:

The Operator will, at the Operator's sole cost and expense, equip the Premises from time to time with chattels, toys, books, supplies, and other goods of a replaceable nature

necessary to maintain the standards contemplated in subsection 4.1(c), age appropriate to the extent applicable, and in compliance with applicable safety standards, and will, at the Operator's sole cost and expense, repair and maintain in a good and substantial state of repair, satisfactory to UNA, and, at the direction of and in consultation with UNA, shall replace, all applicable items set out in Schedule "D" which are indicated as being the responsibility of the Operator, including, but not limited to, the Premises Playground Equipment and the area shown as 'Play Area' and 'Play Lawn' in Schedule D. The Operator will undertake such repairs, maintenance and replacements as required hereunder and as directed by UNA. Notwithstanding the forgoing and notwithstanding what is set out in Schedule "D", 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, or invitees cause or contribute to the Premises, the Building, the Lands or UNA property at the Premises as required at the reasonable discretion of UNA. If, in UNA's sole discretion, the cost to repair the foregoing property exceeds the replacement value of same, or where the forgoing property is damaged beyond repair, the Operator will be responsible for the full replacement cost of such damaged property.

9. 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.

10. 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, and as set out in Schedule D hereto. Notwithstanding the foregoing, UNA's obligation to maintain, repair and replace portions of the Building and the Childcare Facility in accordance with this Agreement and with Schedule "D" 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.

11. 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.

12. Section 4.12(d) is hereby modified by adding the words 'and non-contributory' after the word 'primary' in the final sentence thereof.
13. 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.'

14. 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.

15. Section 7.6 (a) is amended by adding the words 'diligently and to UNA's satisfaction' after the word 'regularly' in the first line thereof.
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. Schedule A hereto is added to the Sublicense as new Schedule D;
 19. 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.

20. Time is and shall remain of the essence of the Sublicense and this Agreement.
21. This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and assigns.
22. 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.
23. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered to all of the parties shall be deemed to be and shall be read as a single agreement. This Agreement may be transmitted by PDF facsimile or other electronic means, and if so transmitted this Agreement will be for all purposes as effective as if the parties had delivered an executed original Agreement. This Agreement may also be executed electronically by the parties.

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

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

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

SCHEDULE A

[See Attached]

University Neighbourhoods Association
 Childcare Provider
 Wesbrook Properties (owner)

UNA
 YMCA
 WP

Item	Sub Sections	Description	Party to Perform	Party to Pay
	1.1	Heating , ventilation and air conditioning exclusive to or within the premises		
	1.1 a	Annual inspection	WP	YMCA
	1.1 b	routine maintenance and repair	WP	YMCA
	1.1 c	provision and replacement of filter material	WP	YMCA
	1.1 d	cleaning of ducts	WP	YMCA
	1.1 e	life cycle replacement	WP	YMCA
	2.1	Plumbing Systems exclusive to or within the premise		
	2.1 a	preventative maintenance and repair to hot water heating system and domestic cold water system	WP	YMCA
	2.1 b	major repairs and replacement of hot water heating system and domestic cold water systems	WP	YMCA
	2.1 c	repairs to all fixture including faucets, unplugging toilets and all other routine repairs	YMCA	YMCA
	2.1 d	Life cycle replacement of hot water systems, fixtures, (including all sinks and toilets) and piping	WP	YMCA
	2.1 e	Repairs, maintenance and life cycle replacement of exterior drainage and rain water leader	WP	WP
	2.2	Common Plumbing Systems		
	2.2 a	Annual Inspection, maintenance and repair	WP	YMCA
	2.2 b	life cycle replacement	WP	YMCA
	2.2 c	maintenance and replacement of sump pumps	WP	YMCA
	3.1	Common Mechanical Systems (systems serving more than the premises)		
	3.1 a	Annual Inspection, maintenance, and repair	WP	YMCA
	3.1 b	life cycle replacement	WP	YMCA
	4.1	Fire Protection & Suppression exclusive to the Premises		
	4.1 a	Fire Extinguishers: Monthly Inspection	YMCA	YMCA
	4.1 b	Fire Extinguishers: Annual Inspection; Repairs, recharging, and life cycle replacement	WP	YMCA
	4.1 c	Smoke Detector: Monthly Inspection	YMCA	YMCA
	4.1 d	Smoke Detector: Annual Inspection, repairs, and/ or life cycle	WP	YMCA
	4.1 e	Fire Alarm System: Quarterly, annual inspection, maintenance, repairs and life cycle replacement	WP	YMCA
	4.1 f	Fire sprinkler system: Quarterly, annual inspection, maintenance, repairs and life cycle replacement	WP	YMCA
	5.1	Security Systems Dedicated to or within the premises		
	5.1 a	System monitoring, inspection, maintenance and repair	YMCA	YMCA
	5.1 b	Life Cycle Replacement	YMCA	YMCA
	5.1 c	Repair, replacement, re-keying of all locks	YMCA	YMCA
	5.1 d	Provision and replacement of fobs, key and other similar access device for secure areas within the premise	YMCA	YMCA
	5.1 e	Provision and replacement of CCTV for areas within in the premise	YMCA	YMCA
	6.1	Electrical Distribution Systems Exclusive to or within the Premises		
	6.1 a	Repairs and upgrades required by code	UNA	UNA

	6.1 b	inspection, maintenance and repair of wiring, breakers and electrical panels	UNA	UNA
	6.1 c	repair or replacement of switches, receptacles, cover plates	YMCA	YMCA
	6.1 d	life cycle replacement of wiring, breakers and panels	UNA	UNA
	6.1 e	Additions, enhancements to meet tenant's program needs, including ongoing maintenance	YMCA	YMCA
	6.2	Common Electrical Distribution Systems		
	6.2 a	Repairs and upgrades required by code	WP	YMCA
	6.2 b	inspection, maintenance and repair electrical distribution systems	WP	YMCA
	6.2 c	life cycle replacement of electrical distribution systems	WP	YMCA
	6.2 d	Additions, enhancements to meet tenant's program needs, including ongoing maintenance	WP	YMCA
	6.3	Lighting Systems exclusive to or within the premises		
	6.3 a	bulb/tube replacement for interior and exterior lighting	YMCA	YMCA
	6.3 b	Annual inspection and maintenance of interior emergency/exiting lighting	WP	YMCA
	6.3 c	Interior and exterior lighting ballast replacement	WP	YMCA
	6.3 d	Cleaning of interior light fixtures	YMCA	YMCA
	6.3 e	Life cycle replacement of light fixtures	UNA	UNA
	6.3 f	maintenance and repair of exterior lighting (Fixed to the exterior shell of the premises)	WP	YMCA
	6.3 g	Life cycle replacement of exterior lighting (Fixed to the exterior shell of the premises)	WP	YMCA
	6.3 h	Provision, maintenance, repair and replacement of portable lighting fixtures	YMCA	YMCA
	7.1	Interior Windows within the premises		
	7.1 a	Repair and replacement of interior windows from damage not caused by the occupant or its operators	UNA	UNA
	7.1 b	Repair and replacement of interior windows from damage caused by the occupant or its operators	YMCA	YMCA
	7.1 c	Routine repairs and cleaning of interior windows	YMCA	YMCA
	7.1 d	Replacement due to normal wear and tear	UNA	UNA
	7.2	Exterior Windows of the premises		
	7.2 a	Breakage, routine repairs and replacement of exterior windows from damage not caused by the occupant or its operations	WP	WP
	7.2 b	Breakage, routine repairs and replacement of exterior windows from damage caused by the occupant or its operations	WP	YMCA
	7.2 c	Cleaning of interior surfaces of exterior windows	YMCA	YMCA
	7.2 d	cleaning of exterior surface or exterior windows	WP	WP
	7.2 e	life cycle replacement of the exterior windows	WP	WP
	7.4	Interior Doors within the Premises		
	7.4 a	Maintenance and repair, including hardware	YMCA	YMCA
	7.4 b	Life cycle replacement, including hardware	UNA	UNA
	7.5	Exterior Doors of the Premises		
	7.5 a	Maintenance and repair, including hardware	WP	WP
	7.5 b	Life cycle replacement, including hardware	WP	WP
	8.1	Interior Surfaces within the Premises		
	8.1 a	Interior life cycle repainting	UNA	UNA

	8.1 b	provision of, maintenance and cleaning of window applications including, but not limited to blinds and curtains	YMCA	YMCA
	8.1 c	Repair to interior walls and ceilings, including minor painting	YMCA	YMCA
	8.1 d	Life cycle replacement of ceiling tiles	UNA	UNA
	8.1 e	interior repairs due to building system failures such as roof leaks, exterior wall and foundation leaks not caused by the occupant or its operations	UNA	WP
	8.1 f	maintenance and repairs of floor covering, including carpet and tile	YMCA	YMCA
	8.1 g	Life cycle replacement of floor covering, including carpet and tile	UNA	UNA
	8.1 h	maintenance and repair of millwork	YMCA	YMCA
	8.1 i	life cycle replacement of millwork	UNA	UNA
	9.1	Major Structural Systems within the premises		
	9.1 a	Repairs or replacements of foundations, flooring sub-structure, building envelop including bearing walls and roofing, due to damage not related to the tenancy	WP	WP
	9.1 b	Repairs or replacements of foundations, flooring sub-structure, building envelop including bearing walls and roofing, due to damage related to the tenancy	WP	YMCA
	9.1 c	Repairs and painting of exterior surfaces including windows, trim, fascia and soffits	WP	WP
	9.1 d	Exterior life cycle repainting	WP	WP
	9.1 e	Cleaning of eaves troughs, gutters and awning	YMCA	YMCA
	10.1	Site Services within the Premises		
	10.1 a	Snow and ice removal from steps, walkways, entrance including the provision de-icing materials	YMCA	YMCA
	10.1 b	Snow and ice removal from roof areas	WP	WP
	10.1 c	Graffiti removal	UNA	UNA
	10.2	Landscaping service within the premises		
	10.2 a	Landscaping repair and maintenance	WP	YMCA
	10.2 b	Grass cutting	WP	YMCA
	10.2 c	Irrigation maintenance	WP	YMCA
	11.1	Interior Signage within the premises		
	11.1 a	maintenance, repair and replacement of interior signage	YMCA	YMCA
	11.2	Exterior Childcare Signage (within and/or outside the premise)		
	11.2 a	maintenance, repair, and replacement (subject to prior approval of the UNA and UBC Campus Planning)	YMCA	YMCA
	12.1	Play Area and Equipment		
	12.1 a	Inspection, maintenance and repair of playground equipment and structures	YMCA	YMCA
	12.1 b	Life cycle replacement of play equipment and structures	UNA	UNA
	12.1 c	maintenance, repair and replacement of general outdoor surface, gates and fences	WP	YMCA
	12.1 d	maintenance, repair, replacement of sand and fibre materials	YMCA	YMCA
	12.1 e	maintenance of landscaping	WP	YMCA
	12.1 f	snow and ice removal	YMCA	YMCA
	12.1 g	maintenance repair and replacement of perimeters fencing, when damage is not caused by the occupant or its operations	WP	WP

	12.1 h	maintenance repair and replacement of perimeter fencing, when damage is caused by the occupant or its operations	WP	YMCA
	13.1	Janitorial Services within the premises		
	13.1 a	routine janitorial custodial services	YMCA	YMCA
	13.1 b	pest control service (interior and exterior)	YMCA	YMCA
	13.1 c	provision of all washroom supplies	YMCA	YMCA
	13.1 d	garbage and recycling removal services	WP	YMCA
	14.1	Appliances, Program and Other Non-installed equipment within the premises		
	14.1 a	Inspection, maintenance and repair of all non-building equipment including stoves, refrigerators, dish washers, washing machines, clothes including stoves, refrigerators, dish washers, washing machines, clothes	YMCA	YMCA
	14.1 b	Replacing of all appliance, program and non-installed equipment	YMCA	YMCA
	14.1 c	maintenance, repair and replacement of furniture	YMCA	YMCA
	15.1	Renovation and Upgrades within the Premises		
	15.1 a	Any upgrades, additions, enhancements or improvements beyond what was originally provided during construction (Subject to prior approval by the UNA and UBC Campus Planning)	UNA & YMCA	YMCA
	16.1	Utilities		
	16.1 a	Electricity used by the premises	YMCA	YMCA
	16.1 b	Water and sewer used by the premises	YMCA	YMCA
	16.1 c	Gas used by the premises (if applicable)	YMCA	YMCA
	17.1	Business Operations		
	17.1 a	Staff cost	YMCA	YMCA
	17.1 b	telephone, cable services	YMCA	YMCA
	17.1 c	Internet	YMCA	YMCA
	17.1 d	Insurance (CGL, business interruption, contents, etc.)	YMCA	YMCA
	17.1 e	supplies and equipment, including for bathroom and kitchen	YMCA	YMCA
	17.1 f	Security services	YMCA	YMCA

SUBJECT: CHILDCARE		
CATEGORY: HUMAN RESOURCES		POLICY #: 02-6

PURPOSE

The purposes of this policy are to:

1. Provide childcare solutions to UNA non-resident, full-time employees, who are not otherwise eligible for UNA managed childcare.
2. Maintain a high level of employee satisfaction and morale.
3. Attract and retain employees in key positions and reduce turnover.

SCOPE

This policy applies to all UNA non-resident, full-time employees.

POLICY STATEMENT

The University Neighbourhoods Association (UNA) is committed to providing childcare solutions to our employees at childcare facilities operated on UNA premises. There are currently 24 spaces for children 3 to 5 years of age at the Vista Point Childcare Centre, and a planned 56 additional spaces for infants, toddlers, and 3 to 5 year olds at the Wesbrook Community Centre Childcare Centre, which is expected to open in February 2019. Childcare spaces for UNA employees could be used as a recruitment strategy to assist in attracting and retaining employees, and to reduce turnover.

Never more than a maximum of 5% of UNA managed childcare spaces shall be made available for UNA non-resident full-time employees in any calendar year. The cost of childcare for UNA employees will be the same as the cost for the general public. Spaces would be made available based on the following priority:

- 1st priority – UNA residents not affiliated with UBC
- 2nd priority – UNA non-resident, full-time staff to a maximum of 5% of UNA childcare spaces
- 3rd priority – UNA residents affiliated with UBC
- 4th priority – Non-residents affiliated with UBC
- 5th priority – General public

RELATED POLICIES:

N/A

APPROVAL HISTORY

ISSUED BY: UNA Board of Directors	APPROVED BY: UNA Board of Directors	DATE: June 13, 2017
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Report Date: February 8, 2022
Meeting Date: February 15, 2022
From: Wegland Sit, Operations Manager
Subject: Designation of UNA Enforcement Officers

Background

The UNA Enforcement and Dispute Bylaw provides a clear framework and consistent procedures for the UNA to handle bylaw related issues. The Enforcement and Dispute Bylaw allows the UNA to issue infraction notices for violations of rules. This is the tool used to fine under the Noise Control Bylaw.

The Enforcement and Dispute Bylaw requires the UNA Board to appoint “Enforcement Officers”, and this report recommends the appointment of new UNA Enforcement Officers.

Decision Requested

THAT the Board appoint Operations Manager Wegland Sit and Chief Administration Officer Sundance Topham to serve as the UNA Enforcement Officers.

Discussion

Currently there are two UNA regulatory bylaws approved and adopted by the UNA Board of Directors and UBC Board of Governors. They are the UNA Enforcement and Dispute Bylaw and the UNA Noise Bylaw.

Under Section 6 of the UNA Enforcement and Dispute Bylaw, Designation of bylaw Enforcement Officers, it outlines the UNA Board of Directors can designate a person or persons as Enforcement Officers in regard to any or all UNA bylaws.

The purpose of the designation is to enable the UNA Board of Directors to appoint UNA staff to assist the UNA Board and to carry out certain specified functions outline in the UNA Enforcement and Dispute bylaw, for example, to issue bylaw Infraction Notices under Section 7 to Section 12, to carry out related administrative duties, and to provide administrative and technical support for the operation of the dispute mechanism under Section 13 to Section 22, and finally to provide administration support for the collection of Infraction Notice Penalties under Section 23 to Section 24.



The designation of the Enforcement Officer designation will enable designated UNA staff to provide key administration and technical support when handling bylaw related issues, and more importantly, it will allow the UNA to enforce its regulatory bylaws.

Financial Implications

None

Operational Implications

The designation of Enforcement Officer is required to enforce the UNA regulatory bylaws.

A new Operation Assistant position is included as part of the proposed 2022-2023 budget. Upon the final budget approval, the Operation Assistant is expected to serve as an additional UNA Enforcement Officer. A new designation request will be submitted to the UNA Board of Directors to review later in 2022.

Strategic Objective

UNA Governance

Attachments

1. UNA Enforcement and Dispute Bylaw

Concurrence

- i. None

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

**UNIVERSITY NEIGHBOURHOODS ASSOCIATION (“UNA”)
ENFORCEMENT AND DISPUTE BYLAW (“BYLAW”)**

1. Adopted by the Board of Governors of the University of British Columbia (“**University**”) on the date set out below.
2. This Bylaw establishes the mechanisms for the enforcement of any UNA bylaw and how to dispute an Infraction Notice issued by an Enforcement Officer pursuant to any UNA bylaw, unless otherwise specified in the bylaw in connection with which the Infraction Notice is issued.

Definitions

3. In this Bylaw the following words or phrases have the following meaning unless the context otherwise requires:

“**Board**” means the Board of the UNA;

“**Board of Governors**” means the Board of Governors of the University;

“**Designated Local Areas**” means those areas of non-institutional development at the University campus and currently known as Chancellor Place, East Campus, Hampton Place, Hawthorn Place and Wesbrook Place, or portions thereof and which may be amended from time -to -time, for which the University and the UNA have agreed that the UNA will assume responsibility to provide municipal-like services. The Designated Local Areas are identified in Schedule “A” to this Bylaw, as that Schedule may be amended from time-to-time;

“**Dispute Notice**” means a notice filed by a person who wishes to dispute an Infraction Notice;

“**Disputant**” means any person who files a Dispute Notice;

“**Enforcement Officer**” means a person or persons designated by the Board to enforce UNA bylaws and to assess the penalties and fines set out in UNA bylaws for breaches of those bylaws and, without limiting the foregoing, includes members of the Royal Canadian Mounted Police or such other police force responsible for policing within the Designated Local Areas;

“**Infraction Notice**” means any ticket, notice, or penalty issued pursuant to a UNA bylaw;

“**Resident**” means those people who own or reside in strata lots, or who are tenants of rental housing or commercial space, located within the Designated

Local Areas, excluding individuals residing in student residences that are directly owned and operated by the University or by an affiliated theological college;

General

4. The University has, on the recommendation of the Board and the approval of the Board of Governors, adopted various bylaws permitting the UNA's Enforcement Officers to issue Infraction Notices for breaches of those bylaws. The mechanism to dispute any Infraction Notice issued by an Enforcement Officer is as provided in this Bylaw, unless otherwise expressly provided in the bylaw in connection with which the Infraction Notice is issued.

5. The University hereby confirms that the Board has been and is appointed by the University to perform the duties under this Bylaw pursuant to the *University Act*, R.S.B.C. 1996, c. 468 generally, and in particular, sections 27(2)(c), (t.1), (t.2), (t.3), (t.4), (x), (x.1) and (x.2) and 34, as recognized in the Neighbours' Agreement 2008, section 5.5.

Designation of bylaw Enforcement Officers

6. The Board may from time to time designate a person or persons as Enforcement Officers in regards to any or all UNA bylaws.

Notice of Violation of a bylaw

7. (1) Any Enforcement Officer may issue an Infraction Notice to any person for an alleged contravention of any provision of a UNA bylaw.

(2) Where the Infraction Notice is issued in respect of an alleged contravention involving a vehicle, it may be issued to the vehicle's license plate or the vehicle's identification number, temporary operation permit or interim permit under the *Motor Vehicle Act*, and in which case the notice is deemed to have been issued to each registered owner of the vehicle as contained in the records of the government of British Columbia or person responsible for maintaining records of vehicle registrations in British Columbia or any other province or jurisdiction, as the case might be.

8. (1) An Infraction Notice shall contain the following information:

- (a) particulars of the alleged contravention of the bylaw in sufficient detail that a recipient of the notice is able to identify the bylaw and contravention alleged;
- (b) the amount of the penalty for the contravention alleged and the consequences of failing to respond to the Infraction Notice;

- (c) a description of how and when the penalty must be paid; and
- (d) how to dispute the allegation in the Infraction Notice.

(2) The UNA may from time-to-time provide for the form or forms of the Infraction Notice. An Infraction Notice may be in the form of a “ticket” or “notice” as may be provided under another UNA bylaw. An Infraction Notice may, but not must, be in the form attached as Schedule “B” to this Bylaw.

9. (1) The Infraction Notice may be delivered to the person alleged to have contravened the UNA bylaw in any of the following ways:

- (a) by handing a copy to the person alleged to have contravened the bylaw;
- (b) by mailing a copy,
 - (i) if the Infraction Notice is in respect of an alleged contravention involving a vehicle, to the address of the registered owner of the vehicle as contained in the records of the government of British Columbia or person responsible for maintaining records of vehicle registrations in British Columbia or any other province or jurisdiction, as the case might be;
 - (ii) to the actual or last known address of the named person; or
 - (iii) if the named person is a corporation or a business, either to the registered office or head office as contained in the records of the Registrar of Companies or to a director, manager or other executive officer of the corporation or business, or of a branch of it;
- (c) if the Infraction Notice is in respect of an alleged contravention involving a vehicle, by placing a copy of the Infraction Notice on the vehicle concerned; or
- (d) if the Infraction Notice is in respect of a particular parcel of real property (which, for certainty and for the purposes of this Bylaw, includes a strata lot) or an improvement on a particular parcel of real property, by leaving the Infraction Notice with a person who appears to be at least 16 years old at that parcel or by leaving a copy of the Infraction Notice at that particular parcel in a mail box, mail slot or mail receptacle or by affixing the Infraction Notice to the door of the residence or business situated on that parcel.

(2) An Infraction Notice delivered under subsection 9(1)(a) [handed to the person], is deemed to have been received by the person on the day that it is handed to the person.

(3) An Infraction Notice delivered under subsection 9(1)(b) [mailed], is deemed to have been received by the person to whom it is addressed on the 7th day after mailing.

(4) An Infraction Notice delivered under subsection 9(1)(c) [left on the vehicle involved] is deemed to have been received by each registered owner of the vehicle, as contained in the applicable records described under subsection (1)(b)(i), on the day it is left.

(5) An Infraction Notice delivered under subsection 9(1)(d) [left on or with a person at the parcel or real property or improvement] is deemed to have been received on the 7th day after it is left or affixed, as the case might be.

10. (1) A person shall within 14 days after the date on which the person received or is deemed to have received an Infraction Notice under section 9:

- (a) pay the penalty indicated on the Infraction Notice in accordance with the instructions on the Infraction Notice, or
- (b) dispute the Infraction Notice in accordance with the process set out in sections 13-21 (including paying the penalty under protest as required under section 15),

failing which the person is deemed to have not disputed the contravention alleged on the Infraction Notice and the penalty indicated on the Infraction Notice is immediately due and payable by the person to the UNA.

(2) Where an Infraction Notice has been issued to the registered owner(s) of a vehicle pursuant to subsection 7(2) and subsection 10(1) is not complied with, the penalty set out in the Infraction Notice is immediately due and payable in full by each registered owner of the vehicle who receives or is deemed to have received the Infraction Notice but in no case may the UNA collect more than the full amount of the penalty set out in Infraction Notice.

11. (1) If at the end of the period established for the purpose of subsection 10 (1), a person to whom the Infraction Notice was delivered in any other manner than in person has not responded to the Infraction Notice, the UNA shall deliver a notice to the person indicating the amount owing under the Infraction Notice and how and where payment may be made.

(2) The notice under subsection (1) shall be delivered in a manner authorized under section 9, with the exception of the manner authorized under section 9(1)(c), and shall be deemed received in accordance with that section 9.

12. (1) Delivery of an Infraction Notice may be proved by
- (a) the oral evidence of the Enforcement Officer who delivered it or caused it to be delivered, or
 - (b) the certificate of the Enforcement Officer who delivered it or caused it to be delivered, if the certificate is endorsed on or appended to the Infraction Notice or a copy of the Infraction Notice.
- (2) The certificate referred to in subsection (1) is proof of the facts stated in the certificate and of the authority of the person who signed it without further proof of the person's appointment or signature.
- (3) The UNA may from time-to-time provide for the form or forms of the certificate referred to in subsection (1). The certificate may, but not must, be in the form attached as Schedule "C" to this Bylaw.

Disputing an Infraction Notice

13. A person who wishes to dispute an Infraction Notice, including the amount of the penalty imposed, may dispute the Infraction Notice by filing a Dispute Notice with the UNA within 14 days after delivery of the Infraction Notice.
14. A Dispute Notice must be submitted in writing to the UNA, in a form provided by the UNA or in another reasonably acceptable form, and shall contain a postal address for the Disputant, sufficient information to identify the Infraction Notice (including providing the Infraction Notice's number) and the alleged contravention being disputed and a statement of the ground on which the Infraction Notice is being disputed. The Disputant may provide, in addition to a postal address, an email address to which correspondence relating to the dispute of the Infraction Notice may be sent.
15. A Dispute Notice must be accompanied by payment of the prescribed penalty. No Dispute Notice is effective for any purpose unless such payment is made. Any such payment will be treated as being paid under protest and will be refunded if the dispute of the Infraction Notice is allowed. A Dispute Notice that is received by the UNA without the required payment shall be deemed not to have been delivered and shall be treated as if no dispute has been raised.
16. A Dispute Notice shall be delivered to the following address to the attention of the UNA's Executive Director:

*University Neighbourhoods Association
#202 – 5923 Berton Avenue*

Vancouver, B.C. V6S 0B3
Attention: Executive Director

or such current address for the UNA as may be specified on the Infraction Notice.

17. A Dispute Notice that is in fact delivered by mail and received by the UNA shall be deemed to have been received by the UNA on the date on which it was received at the address in section 16 in fact.

18. (1) The Board, or its nominee (and in this section 18 and sections 19-22 reference to the "Board" includes the Board or its nominee), shall review the Dispute Notice and shall determine whether to allow the dispute in whole, or in part.

(2) As part of this process the Board may, but not must:

- (a) meet with the Disputant or/and a representative of the Disputant, in which case the Disputant shall be given at least 5 days' written notice of the date of such meeting including the manner of such meeting as described in subsection (2)(b), and
- (b) decide to conduct such a meeting either in person, through the exchange of written material (including by facsimile or electronic mail), or by telephone or other electronic medium.

(3) In determining the dispute the technical and legal rules of evidence do not apply, except the rules relating to privileged communications, and the Board may accept evidence in any manner it considers appropriate and whether or not the evidence would be admissible in a court of law.

(4) A Disputant is not entitled to:

- (a) an oral hearing;
- (b) to be present for any enquiries that the Board may make of any person but, in the event that additional information relevant to the dispute is received from such enquiries, the Disputant shall be provided notice of that additional information and be given an opportunity to provide a response to that additional information; or
- (c) examine or cross-examine any witness.

(5) The Board shall inform the Disputant of its decision in writing.

19. If the Board allows the dispute, the Infraction Notice shall be set aside and rendered a nullity. If the Board denies the dispute, the Infraction Notice shall stand and there shall be no appeal, subject only to section 20 below, and, where there is no appeal, the

payment that had been made under protest when filing the Dispute Notice shall be immediately forfeited to the UNA.

20. If the Disputant is a Resident or a member of the Academic Community (i.e., a student, faculty or staff of the University or other resident of the University campus excluding Residents), the Disputant may appeal the Board's decision to the University's Associate Vice-President, Campus & Community Planning, who shall determine the appeal on a final basis and there shall be no further appeal.

21. Should a Disputant fail to attend a meeting referred to in section 18, the Disputant is deemed not to have disputed the contravention alleged in the Infraction Notice, the penalty amount indicated on the Infraction Notice is immediately due and payable to the UNA and the payment that had been made under protest when filing the Dispute Notice shall be immediately forfeited to the UNA.

Time Extensions if person Not at Fault to Respond or Attend

22. (1) A person who received or was deemed to receive an Infraction Notice but failed to comply either with section 10 or failed to attend at a meeting referred to in section 18, may apply in writing to the Board for a time extension in the circumstances established in this section.

(2) In the case of a person who did not dispute the Infraction Notice, the person may only apply if:

- (a) the person has, through no fault of that person, not had an opportunity to dispute the alleged contravention; and
- (b) not more than 21 days has passed since the end of the period specified in section 10.

(3) In the case of a person who failed to attend at a meeting referred to in section 18, the person may only apply if:

- (a) the failure was through no fault of that person; and
- (b) not more than 14 days has passed since the date of the meeting of which the person had been given written notice.

(4) The Board, upon reviewing the application, with or without hearing further from the applicant, and being satisfied that the applicable conditions set out in subsection (2) or (3) have been met, may:

- (a) set aside the Infraction Notice and render it a nullity;

- (b) in the case of a person who did not dispute the alleged contravention, allow the person to dispute the contravention in accordance with section 10; and
- (c) in the case of a person who failed to attend at the meeting referred to in section 18, set a new time and place for the attendance of that person before the Board or deny the application where an extension had previously been granted.

If the Board is not satisfied that that the applicable conditions in subsection (2) or (3) have been met, the Board must decline the application made under subsection (1) for a time extension.

Collection of Infraction Notice Penalties and Administrative Costs

23. The collection of any penalty is the responsibility of the Board. The Board is authorized to engage the assistance of any person, including the University and UBC Properties Trust (“**Properties**”), to collect any penalty from the offender either directly or indirectly, or through any towing or removal company in relation to a parking violation, or any reasonable existing University or Properties mechanism (such as in the case of a Resident through a rental charge under any lease, or through strata corporation charge or real property charge).

24. The UNA may bring a civil proceeding to enforce any amount due and payable to the UNA under an Infraction Notice.

25. For greater certainty, where any amount is immediately due and payable under an Infraction Notice, that amount is due and payable to the UNA and is a debt owing to the UNA, and the UNA may take such steps it considers appropriate and necessary to collect such amount.

Severance

26. Each separate provision of this Bylaw is deemed independent of all other provisions herein and if any provision of this Bylaw is declared to be invalid, all other provisions shall remain valid and enforceable.

- 9 -

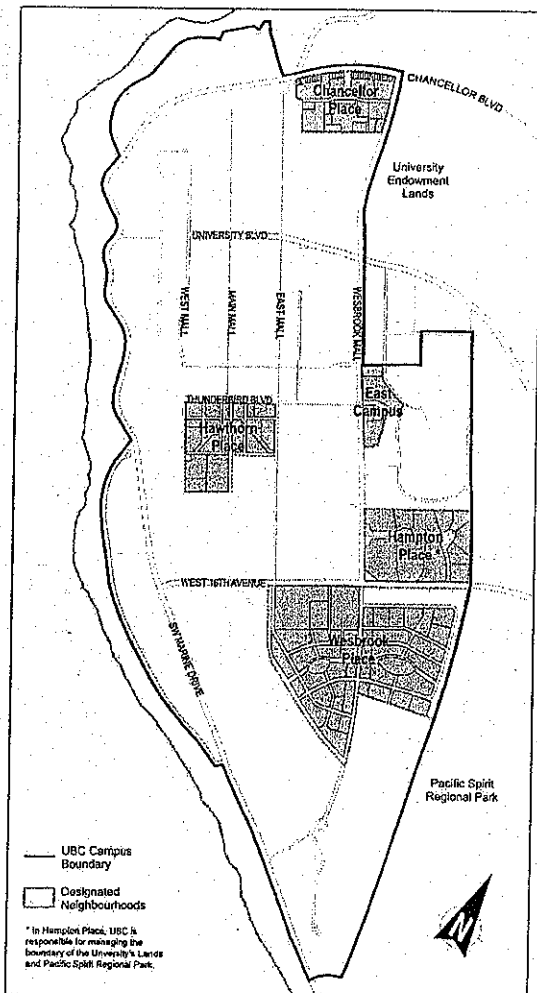
This Bylaw comes into force and takes effect on the date of its passing.

DONE AND PASSED by the Board of Governors on _____, 2012

Chair of the Board of Governors

SCHEDULE "A"
DESIGNATED LOCAL AREAS

1. Chancellor Place,
2. East Campus,
3. Hawthorn Place
4. Wesbrook Place
5. Hampton Place



SCHEDULE "B" – INFRACTION NOTICE

University Neighbourhoods Association ("UNA")

This notice is made pursuant to the UNA Enforcement and Dispute Bylaw

INFRACTION NOTICE

No.: _____

Issue date: _____

ISSUED TO:

SURNAME (OR CORPORATE NAME):		
GIVEN NAME (OR CORPORATE NAME CONTINUED):	GENDER: M / F	BIRTHDATE (YY MM DD):
ADDRESS:		
CITY:	PROVINCE:	POSTAL CODE:

OR (where applicable)

To the registered owner:

As the owner of the under-described vehicle

COLOUR:	MAKE AND MODEL:
PROVINCE:	LICENSE NUMBER:

you are liable for the commission of the contravention described below.

The UNA bylaw Enforcement Officer says that the Enforcement Officer has reasonable and probable grounds to believe, and does believe, that the above named

on or about [date of offence, year/month/date] ____/____/____

at the time of [24 hour clock] _____ hrs.

at or near [street address] _____, Vancouver, British Columbia,
did commit the contravention indicated, under the following UNA bylaw(s):

BYLAW NAME: _____

DESCRIPTION OF OFFENCE	SECTION	PENALTY AMOUNT	REDUCED PENALTY IF EARLY PAYMENT (where the bylaw provides)

The reduced penalty amount for early payment indicated in the table above is payable if such payment is received within 14 days of actual or deemed receipt of this Infraction Notice.

If the voluntary payment is not paid received within 14 days of actual or deemed receipt of this Infraction Notice, legal proceedings or other collection processes may be commenced against you.

[ENFORCEMENT OFFICER'S SIGNATURE]

HOW TO PAY THE PENALTY

What is the easiest way to pay?

You may pay by mail, by sending your cheque or money order payable to the "University Neighbourhoods Association" in Canadian funds to the address below. Do not send cash in the mail. A receipt will NOT be sent back to you.

University Neighbourhoods Association
University of British Columbia
#202 – 5923 Berton Avenue
Vancouver, B.C. V6S 0B3

Your payment must be accompanied by a copy of this Infraction Notice *or* a note giving sufficient information to identify this notice, including:

- The INFRACTION NOTICE NUMBER (from the top right corner on the first page of this notice);
- Your FULL NAME and MAILING ADDRESS;
- The DATE of the contravention and the BYLAW NAME and SECTION of the contravention.

Note: if you do not provide these details, your payment might not be credited to you and legal proceedings or other collection processes may be commenced against you.

If you pay the voluntary penalty indicated on this notice within 14 days of the date of receipt or deemed receipt of this notice, legal or other proceedings will not be commenced against you.

Can I pay for this Infraction Notice in person?

Yes. You may make payment at the address noted above during regular business hours. Present a copy of this Infraction Notice along with your payment.

What happens if I do not pay?

If the voluntary payment is not made within 14 days of receipt or deemed receipt of this Infraction Notice, legal proceedings or other proceedings collection processes may be commenced against you.

HOW TO DISPUTE THE ALLEGATION

If you wish to dispute the allegation contained in this Infraction Notice or the amount of the penalty, you may deliver in person or have delivered during regular office hours, or deliver via mail, a Dispute Notice to the attention of the UNA's Executive Director at the following address:

University Neighbourhoods Association
University of British Columbia
#202 – 5923 Berton Avenue
Vancouver, B.C. V6S 0B3
Attn: Executive Director

Note: A DISPUTE NOTICE MUST BE ACCOMPANIED BY PAYMENT OF THE PENALTY AMOUNT. The payment will be treated as being paid under protest and will be refunded if the dispute is allowed. A Dispute

Notice received without the payment shall be deemed not to have been delivered and shall be treated as if no dispute has been raised.

A Dispute Notice must contain the following information:

- Your FULL NAME and MAILING ADDRESS;
- Sufficient information to identify the Infraction Notice and alleged contravention (you may wish to send a photocopy of the Infraction Notice)
- STATEMENT of the ground on which the Infraction Notice is being disputed.

Note: if you do not provide these details, the Dispute Notice may not provide sufficient information and you may be deemed not to have disputed the described contravention.

If you wish to dispute, you have up to 14 days from the receipt or deemed receipt of this Infraction Notice to deliver, have delivered or mail your Dispute Notice.

Upon receipt of your Dispute Notice, the UNA Board, or its nominee, shall review the Dispute Notice and shall determine whether to allow or reject the dispute either in whole or in part. As part of that process, the Board, or its nominee, *may* (but not must) decide to hold a hearing to determine your dispute in which case you will receive written notice of when and how that hearing will be conducted (for example, by written submission, by telephone or in person, or some other means).

A complete copy of the UNA's Enforcement and Dispute Bylaw and a form that may be used as a Dispute Notice may be found on the UNA's website, www.myuna.ca.

SCHEDULE "C" – CERTIFICATE OF SERVICE OF INFRACTION NOTICE

University Neighbourhoods Association ("UNA")

This certificate is made pursuant to the UNA Enforcement and Dispute Bylaw

CERTIFICATE OF SERVICE

I _____
[NAME and POSITION]

certify that on the date [year/month/day] _____ / _____ / _____

I served _____

with a copy of the attached Infraction Notice (No. _____) in the manner indicated below:

- ☐ by delivering it to him/her personally;
- ☐ by delivering it to him/her via mail to his/her actual or last known address;
- ☐ the person being a corporation or a business by delivering it
 - ☐ to a director, manager or other executive officer of the corporation or of a branch of it, or
 - ☐ to the registered office or head office as contained in the records of the Registrar of Companies;
- ☐ the contravention, being in respect of a parking violation, delivering it by
 - ☐ leaving a copy on the vehicle involved, or
 - ☐ mailing a copy to the address of the registered owner of the vehicle as contained in the records of vehicle registrations;
- ☐ the contravention, being in respect of a particular parcel of real property (including a strata lot) or an improvement thereon, delivering it by
 - ☐ leaving a copy with a person who appeared at least 16 years old at that parcel (person's name, if known: _____),
 - ☐ leaving a copy at that parcel in a mail box, mail slot, mail receptacle, or
 - ☐ affixing a copy to the door of the residence or business situated on that parcel.

Dated [year/month/day]: _____ / _____ / _____

[ENFORCEMENT OFFICER'S SIGNATURE]



Report Date: January 24, 2022
Meeting Date: February 15, 2022
From: Sundance Topham, Chief Administrative Officer
Subject: AMS-UNA Joint Advisory Committee – UNA Appointments

Background

The AMS-UNA Joint Advisory Committee Terms of Reference (TOR) were approved by the Board at its January 18, 2022 meeting. As per the TOR the University Neighbourhoods Association (UNA) needs to appoint two UNA Directors to the committee.

Decision Requested

THAT the Board appoint two UNA Directors to the AMS-UNA Joint Advisory Committee.

Discussion

The AMS-UNA Joint Advisory Committee TOR note that committee membership is composed as follows:

- AMS representatives:
 - Vice-President, External Affairs
 - Vice-President, Academic and University Affairs
 - Associate Vice-President, External Affairs
 - Associate Vice-President, University Affairs
 - One (1) additional AMS appointee, who shall be non-voting and the designated minute-taker.
- UNA representatives:
 - Chair, Board of Directors
 - Chief Administrative Officer
 - Two (2) UNA Directors

The UNA Board needs to appoint two Directors to sit on the committee. A date for the first AMS-UNA Joint Advisory Committee has not been set yet, but tentative planning indicates that a mid-March date would be appropriate – which would require UNA appointments at the February Board meeting.



Financial Implications

None

Operational Implications

None

Strategic Objective

UNA Community and Stakeholder Relations

Attachments

1. Schedule A – AMS-UNA Joint Advisory Committee Terms of Reference

Concurrence

None

Respectfully submitted,

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

Sundance Topham
Chief Administrative Officer

TERMS OF REFERENCE

AMS-UNA JOINT ADVISORY COMMITTEE (hereafter referred to as the "Committee")

1. Purpose

- a. To advise the University Neighbourhood Association (hereafter referred to as the "UNA") and Alma Mater Society of the University of British Columbia Vancouver (hereafter referred to as the "AMS") Boards of Directors on issues and opportunities of mutual interest relating to students and community matters.
- b. To initiate cordial collaboration between the AMS and the UNA in understanding the mission of creating a sustainable and affordable university town community.
- c. To contribute towards Article A of the UNA's Constitution which recognizes the interests of students, who are an integral part of the UBC community.

2. Context

- a. The Committee shall be exclusively an advisory committee to both Boards of Directors and shall not have any decision-making authority.
- b. The Committee shall make a collaborative effort to strengthen the relationship between the UNA and AMS and to further joint interests as established by Section 5 of the AMS-UNA Memorandum of Understanding.

3. Mandate

- a. Discuss mutual matters including but not limited to community consultation, land use development, neighbourhood amenities, and sustainability initiatives.
- b. Discuss ways to improve engagement with the student resident population including but not limited to conversations on messaging, social media marketing, and community initiatives.

- c. Converse on upcoming strategic initiatives commissioned by either the AMS or the UNA along with any strategic planning initiatives put forward by the University of British Columbia (herein referred to as “UBC”).
- d. The AMS or the UNA may make recommendations to the Committee on the aforementioned mandate items either through an agenda submission or during an appropriate time at a meeting of the Committee.
 - i. The recommendations shall have no material effect on either the AMS or the UNA as established in Section 2(a).

4. Committee Composition

- a. The Committee shall consist of the following AMS representatives:
 - i. Vice-President, External Affairs
 - ii. Vice-President, Academic and University Affairs
 - iii. Associate Vice-President, External Affairs
 - iv. Associate Vice-President, University Affairs
 - v. One (1) additional AMS appointee, who shall be non-voting and the designated minute-taker.
- b. The Committee shall consist of the following UNA representatives:
 - i. Chair, Board of Directors
 - ii. Chief Administrative Officer
 - iii. Two (2) UNA Directors
- c. The AMS Vice-President, External Affairs and the Chair of the UNA Board of Directors shall act as Co-Chairs.
- d. The Co-Chairs shall be jointly responsible for the following duties:
 - i. Setting the agenda for each meeting in consultation with members of the Committee.
 - ii. The Co-Chairs shall circulate the agenda to members of the Committee at least two (2) days in advance of the meeting.
 - iii. Alternatively chairing meetings of the Committee.

5. Committee Meetings

- a. The Committee shall meet on a semi-annual basis unless there are no agenda items after consulting with members of the Committee.
- b. The Committee may choose to increase the frequency of its meetings as mutually deemed necessary by the Co-Chairs.
- c. The Committee shall have the option to conduct its meetings virtually via videoconference or in-person at a place decided upon by the Co-Chairs.
- d. The Committee shall not be open to the public.
- e. Members of the Committee may invite additional personnel if written consent is attained by the Co-Chairs.
- f. The quorum for a meeting of the Committee is at least two UNA representatives and two AMS voting representatives.
- g. The Committee shall follow the procedures and rules contained in the current edition of *Robert's Rules of Order, Newly Revised*.
- h. The AMS Staff Member established under Section 3(a)(v) shall take minutes and record any action items that arise from a meeting of the Committee.
- i. Minutes with any established action items shall be sent to all members of the Committee within one (1) week after a meeting of the Committee.
- j. Minutes shall be approved by a two-thirds majority vote of the Committee via email vote within thirty (30) days of minutes being sent out.