



## **AGENDA**

### **A. CALL TO ORDER**

### **B. APPROVAL OF AGENDA**

1. **Motion:** *THAT the Board approve the December 19, 2023 agenda, as circulated.*

### **C. APPROVAL OF MINUTES**

1. **Motion:** *THAT the Board approve the November 21, 2023 minutes, as circulated.* 1

### **D. DELEGATIONS**

None.

### **E. EXTERNAL REPORTS & PRESENTATIONS**

1. Campus and Community Planning Report – Carole Jolly, Director of Community Development and Engagement, Campus and Community Planning 5
2. Electoral Area A Director Monthly Report – No Report for December 2023

### **F. REPORTS**

1. Wesbrook Community Field Replacement Discussion – Wegland Sit, Interim Co-Chief Administrative Officer 8

#### Relevant Attachments

- Schedule A – Artificial Playfield Joint Use Agreement – UBC-VSB 17
- Schedule B – Wesbrook Place Artificial Playfield License – UBC-UNA 39
- Schedule C – Investigation Phase Report from Richard Finlay Landscape Architect Inc. 56
- Schedule D – Wesbrook Community Field Summary Report 64
- Schedule E – Field Replacement Cost Comparison with 10 Year Financial Projections 80

#### **Recommendations:**

#### Option A – The Like-For-Like Replacement

1. *THAT the Board endorse the design and infill material choice, as recommended by the Operating Committee, to replace the end of life artificial turf field surface at a comparable standard to the current field, as required by the Joint Use Agreement between the UBC and VSB, which is a blended slit*



*film/monofilament fibre turf system with a coated SBR crumb rubber, at an estimated cost of \$1 million, 40% funded by the VSB and 60% funded by the UNA from existing reserves, as per the Joint Use Agreement and Wesbrook Place Artificial Playfield License.*

2. *THAT the Board approve payments from the UNA to UBC Properties Trust, of a total amount not exceeding the balance in the UNA's deferred contribution account, as partial funding for the replacement of the Wesbrook Community Field.*
3. *THAT the Board approve the withdrawal by UBC of amounts from the Community Field Replacement Reserve in respect of payments to UBC Properties Trust as partial funding for the replacement of the Wesbrook Community Field.*
4. *THAT the Board direct staff to work with UBC and Vancouver School Board representatives to develop a new contribution agreement – specifically, a contribution agreement that investigates alternative infill solutions for the next field replacement.*

Option B – Alternative Replacement Beyond Comparable Standard

1. *THAT the Board endorse the design and infill material choice EPDM as decided at the December 19, 2023 Board meeting, to replace the end of life artificial turf field surface, at an estimate cost of \$1.4 million. For the first one million dollars, 40% will be funded by the VSB and 60% will be funded by the UNA from existing reserves, as per the Joint Use Agreement and Wesbrook Place Artificial Playfield License*
2. *THAT the Board direct staff to apply to the Community Works Fund for an amount of \$200,000 to cover the incremental capital cost beyond the like-for-like replacement as part of the field replacement project.*
3. *THAT the Board approve the withdrawal of \$200,000 from the UNA's unrestricted funds for the field replacement project to cover the incremental capital cost beyond the like-for-like replacement.*
4. *THAT the Board approve payments of a total amount of \$400,000 to cover the incremental capital cost beyond the like-for-like replacement.*
5. *THAT the Board approve payments of the estimated amount of \$53,000 per year, for the next ten years, to cover the incremental Annual Capital Contribution cost beyond the like-for-like replacement.*

2. December 2023 Management Report

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Relevant Attachments:

- Interim Co-Chief Administrative Officers Responsibilities Calendar

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3. 2024 Board Meeting Schedule – Chris Hakim, Corporate Services Specialist 100

Relevant Attachments:

- 2024 UNA Board Meeting Schedule 102

4. UNA Committee Appointment Report – Chris Hakim, Corporate Services Specialist 103

**Recommendations:**

1. *THAT the Board re-appoint Director Glassheim, Director McCutcheon, and Director Watson to the Land Use Advisory Committee.*  
*AND that the Board re-appoint Director Glassheim as the Chair of the Land Use Advisory Committee.*
2. *THAT the Board appoint Directors (up to two) to the Community Engagement Advisory Committee.*  
*AND THAT the Board appoint a Director as the Chair of the Community Engagement Advisory Committee.*
3. *THAT the Board confirm that there will be no other changes to the existing makeup of the other committees.*

5. Governance & Human Resources Committee Update

- a. Online Voting System Procurement Report – Chris Hakim, Corporate Services Specialist 109

Relevant Attachments:

- 2022 Ontario Municipal and School Board Elections Online Voting RFP 113

6. Neighbours Agreement Committee Update

- a. Schedule F of New Neighbours Agreement – Director Holmes 148

Relevant Attachments:

- Proposed Schedule F – Dated November 18, 2023 153
- UBC Confirmation re: Proposed Schedule F 159

**Recommendations:**

1. *THAT the Board approve proposed Schedule F, dated November 18, 2023, for inclusion in the new Neighbours Agreement.*
2. *THAT the Board confirm that the UNA will treat proposed Schedule F as if it were in force.*



- b. Schedule F.1 of New Neighbours Agreement – Director Holmes 160

Relevant Attachments:

- Proposed Schedule F.1 – Dated October 9, 2023 162
- UBC Confirmation re: Proposed Schedule F.1 164

**Recommendations:**

1. *THAT the Board approve proposed Schedule F.1, dated October 9, 2023, for inclusion in the new Neighbours Agreement.*
2. *THAT the Board confirm that the UNA will treat proposed Schedule F.1 as if it were in force.*
3. *THAT the Board direct staff to publicize the benefits provided to UNA cardholders by proposed Schedule F.1.*

7. Community Engagement Advisory Committee Update – Director Kang

Relevant Attachments:

- November 1, 2023 Approved Minutes 165
- November 15, 2023 Approved Minutes 168
- December 22, 2023 CEAC Winter Event Poster 170

**G. UNFINISHED BUSINESS**

None.

**H. NEW BUSINESS**

None.

**I. ADJOURNMENT**

**Recommendation:**

*THAT the Board adjourn into a closed session to discuss the appointment of individuals other than Directors to, or removal from, a committee, working group, or other body, and the approval of minutes for a closed session or restricted closed session of a Board meeting.*





## MINUTES

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### **PRESENT:**

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

### **UBC MEMBERS:**

Carole Jolly

### **STAFF:**

Athena Koon – Interim Co-Chief Administrative Officer & Finance Manager  
Wegland Sit – Interim Co-Chief Administrative Officer & Operations Manager  
Chris Hakim – Corporate Services Specialist  
Dave Gillis – Recreation Manager  
Emmanuel Samoglou – Communications Specialist  
Glenda Ollero – Communications Manager  
Sai Karnam – Communications Specialist

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### **A. CALL TO ORDER**

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

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

### **B. APPROVAL OF AGENDA**

The Board approved two amendments to the agenda: first, that all resolutions in the circulated agenda be edited to have the verbs following “THAT the Board ...” be in the subjunctive mood (e.g. “approve”, not “approves”); and second, that an agenda item be added under Item G regarding a letter of support for a proposed project on disaster resilience hubs for UBC campus communities.

**MOVED** by the Chair

**SECONDED** by Director McCutcheon

*THAT the Board approve the November 21, 2023 agenda, as amended.*

**CARRIED**



**C. APPROVAL OF MINUTES**

**MOVED** by the Chair

**SECONDED** by Director Holmes

*THAT the Board approve the October 17, 2023 minutes, as circulated.*

**CARRIED**

**D. DELEGATIONS**

1. Walk Your Wheels: Pedestrian Safety on Sidewalks

Lena Bellamy and Hannah Tregidgo presented the presentation contained in the meeting package, followed by questions from the Board.

**E. EXTERNAL REPORTS & PRESENTATIONS**

1. Campus and Community Planning Report

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

2. Electoral Area A Monthly Report

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

**F. REPORTS**

1. November 2023 Management Report

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

2. 6-Month Report: Recreation and Culture Programming Review

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

3. Climate Adaptation Preparedness in Public Spaces

The Interim Co-Chief Administrative Officer & Operations Manager presented the report contained in the meeting package, followed by questions from the Board.

4. Finance & Audit Committee Update

- a. Fiscal 2024/25 Draft UNA Budget

The Interim Co-Chief Administrative Officer & Finance Manager presented the report contained in the meeting package, followed by questions from the Board.

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*The Board recessed at 7:09 p.m. and reconvened at 7:28 p.m.*

\* \* \* \*



**MOVED** by Director Holmes

**SECONDED** by Director Liu

*THAT the Board direct staff to invite input from residents on the first draft of the UNA's operating and capital budgets for 2024/25.*

**CARRIED**

b. 2023/24 Q2 Financial Results Report

The Interim Co-Chief Administrative Officer & Finance Manager presented the report contained in the meeting package, followed by questions from the Board.

5. Governance & Human Resources Committee Update

a. Update to Board Rules of Procedure and CAO Policy

The Corporate Services Specialist presented the report contained in the meeting package, followed by questions from the Board.

The Board approved clarificatory changes to the amendments to the Board Rules of Procedure and the CAO Powers, Duties, and Functions Policy (#01-15).

**MOVED** by the Chair

**SECONDED** by Director Holmes

*THAT the Board approve the amendments to the Board Rules of Procedure and the CAO Powers, Duties, and Functions Policy (#01-15), as amended.*

**CARRIED**

b. UNA Records Management Policy

The Corporate Services Specialist presented the report contained in the meeting package, followed by questions from the Board.

The Board approved editorial changes to the proposed policy.

**MOVED** by the Chair

**SECONDED** by Director Holmes

*THAT the Board approve the proposed UNA Records Management Policy (#01-17), as amended.*

**CARRIED**

6. Neighbours Agreement Committee Update

Director Holmes provided a verbal report, followed by questions from the Board.

7. Community Engagement Advisory Committee Update

Director Kang provided a verbal report. No questions followed.



**G. UNFINISHED BUSINESS**

None.

**H. NEW BUSINESS**

1. Disaster Resilience Hubs for UBC Campus Communities

The Chair provided a verbal description of the agenda item topic, followed by questions from the Board.

**MOVED** by the Chair

**SECONDED** by Director Glassheim

*THAT the Board write a letter of support for Dr. Jocelyn Stacey's grant application for the Campus as a Living Laboratory grant.*

**CARRIED**

**I. ADJOURNMENT**

**MOVED** by the Chair

**SECONDED** by Director McCutcheon

*THAT the Board adjourn into a closed session to discuss the appointment of individuals other than Directors to, or removal from, a committee, working group, or other body, and the approval of minutes for a closed session or restricted closed session of a Board meeting.*

**CARRIED**

The meeting adjourned into a closed session at 8:25 p.m.

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# THE UNIVERSITY OF BRITISH COLUMBIA

## Campus + Community Planning

### Memorandum

**From:** Simmi Puri, Communications Manager, Campus + Community Planning  
**To:** UNA Board  
**Date:** December 19<sup>th</sup>, 2023  
**Subject:** Monthly Update from Campus and Community Planning

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### Film & Events Notification

#### December

- Monday, December 11th to Friday, December 22nd. **Exams**
- Monday, December 25<sup>th</sup>. **Christmas Day**. University closed
- Tuesday, December 26<sup>th</sup>. **Boxing Day**. University closed

#### January

- Monday, January 1<sup>st</sup>. **New Year's Day**. University closed
- Monday, January 8<sup>th</sup>. **Term 2 starts**

### Campus Vision 2050 / Land Use Plan / Housing Action Plan Update

At its December 5<sup>th</sup>, 2023 meeting, the UBC Board of Governors approved submitting the amended UBC Land Use Plan to the Minister of Municipal Affairs for adoption. The Board also approved Campus Vision 2050 and the updated Housing Action Plan, subject to adoption of the Land Use Plan by the Province. The decision follows almost two years of deep engagement with the UBC community, campus residents, consultation with First Nations and extensive technical work.

The Board also directed the university to present a final Neighbourhood Climate Action (NCAP)—UBC's pathway to a net-zero, climate resilient community—for approval by mid-2024. This will ensure growth of the campus and neighbourhoods is consistent with UBC's longstanding sustainability and climate action commitments.

In making its decision, the Board of Governors heard feedback from the public hearing on the amended Land Use Plan, including calls for an evolution of the Province's current local governance structure for UBC. In 2024, the Board of Governors will receive information on the status of UBC's unique local governance arrangement and develop a process to explore its continued evolution, including ways to expand and enhance service delivery as well as community involvement in land use decision making.

The Board of Governors also heard concern about housing affordability and UBC's financial approach to providing housing, along with a call for UBC to do more for student, faculty and staff affordability. UBC's commitments to on-campus housing require sustainable funding and financing. The University relies on its

land and financial endowment to generate revenue to enable housing commitments. Without this model, UBC would not be able to provide below-market faculty/staff rental, faculty home ownership programs, or the more than 5,000 student beds delivered in the past decade.

Reflecting these financial tools, the Housing Action Plan commits to at least 3,300 new student beds as a priority as soon as financing is available, 40% rental in new neighbourhood housing, one-in-four new neighbourhood homes as below-market faculty/staff rental housing, and more resources for faculty home ownership. The Housing Action Plan is a flexible Board of Governors policy that commits to review at least every five years so that it can continue to evolve in response to the affordability crisis.

### **Next steps**

Following the adoption of the LUP by the Minister of Municipal Affairs, the Vision, HAP and LUP will begin to work together to guide how the Vancouver campus will change and grow. Community members will have the opportunity to be involved in shaping the details of the academic campus and Neighbourhood Plans through engagement on public initiatives such as:

- Amendments to the Wesbrook Place Neighbourhood Plan, which will include detailed plans for Wesbrook Place South layout and massing of buildings, open space, ecology and natural areas, etc.
- Student housing expansion, with opportunities to explore and discuss housing and living needs and facilities such as types of common spaces for workouts, study, meetings and outdoor space, etc.
- Development of detailed biodiversity policies, strategies and guidelines as part of future neighbourhood and other plans.

Campus + Community Planning will provide updates on the provincial adoption of the LUP and will invite community members to engage in the next phases of planning. Community members can check the [Campus Vision 2050 website](#) to stay informed and learn about other ways to get involved in planning the campus.

## **Development Update**

### **Lot 26**

A revised Development Permit application was received from Polygon Homes on November 24th for a 16-storey market residential high rise and eight three-storey townhomes on Lot 26 in Wesbrook Place. The lot is bordered by Ross Drive, Birney Avenue and Webber Lane. The revised application seeks to address concerns raised about the original proposal through public consultation in June 2023.

A public open house will be held on December 12, 2023 from 5:30 PM – 7:00 PM at Wesbrook Community Centre (Social Room) where the revised plans will be presented and the project team and Campus and Community Planning staff will be available to respond to comments and questions.

The public consultation period extends from November 28 to December 19 and the public is invited to submit comments online at <https://planning.ubc.ca/Lot26>

The project will be presented to the Development Permit Board at a meeting to be held on January 17, 2024. The meeting will be held from 5:00 - 6:30 PM at the Policy Labs in the Centre for Interactive Research on Sustainability (CIRS), 2260 West Mall

## Neighborhood Climate Action Planning Process Update

Community engagement for NCAP's emerging directions took place between October 17<sup>th</sup> and November 3<sup>rd</sup>, resulting in over 800 engagement touchpoints. C+CP would like to thank the community for taking the time to fill out the survey, come to a workshop or stop by one of our pop ups around the neighbourhood. A summary of what we heard from this round of engagement will be available on the C+CP website in the coming weeks.

This feedback will be used to further refine goals and targets and support detailed action planning in key climate areas including buildings, transportation and mobility, waste and materials, neighbourhood infrastructure, ecology, and climate emergency preparedness. This will inform the development of the draft NCAP, which will be presented to the community in spring 2024 for another round of public engagement. The final plan will then go to UBC's Board of Governors for endorsement later in 2024. The NCAP Working Group will be presenting an update on NCAP to the UNA Board in January.

## Community Update

### **Thanks for Lighting Up Lee Square!**

Thank you to everyone who came out November 16 to Light Up Lee Square at our glow-in-the-dark celebration and to countdown as we unveiled new community artwork. This year's theme was "share how you celebrate" and community members were invited to create a design inspired by their culture and the holidays and traditions that are meaningful to them. To check out the winning designs, stop by Lee Square from dusk to dawn for the rest of the term, and learn more about the inspiration behind the artwork on our website: [www.utown.ubc.ca/winners-lights-lee-square-design-competition-2023](http://www.utown.ubc.ca/winners-lights-lee-square-design-competition-2023)

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

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

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**Report Date:** December 8<sup>th</sup>, 2023  
**Meeting Date:** December 19<sup>th</sup>, 2023  
**From:** Wegland Sit, Operations Manager  
**Subject:** Wesbrook Community Field Replacement Discussion

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## Background

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

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

Certain obligations from the Joint Use Agreement have been assigned to the UNA as per the Artificial Playfield License. These obligations pertain to the management and operation of the field and setting aside funds for the field surface's replacement. The UNA acts as the "Manager" and oversees the daily operation of the field outside of school hours, as well as field rentals, general maintenance, and upkeep.

A recent study identified that the field has reached the end of its useful life, and an additional field replacement material analysis was requested by the Board at its October 2023 meeting. A subsequent report by the landscape architect is included in this report. This report will highlight the pros and cons of each infill material type, with a particular focus on any related health concerns.

It is important that a decision on the field surface must be made now to meet a summer 2024 replacement timeline and to continue providing this community amenity.

Presented below are two options for the Board to consider as its next steps regarding the field replacement. Option A includes resolutions that the Board would like to move forward with the like-for-like replacement design for the field. Option B includes resolutions that the Board would like to move forward with an alternative replacement design for the field. If the Board would like to endorse an alternative replacement design for the field, staff have included a preferred alternative infill material choice, EPDM, in the resolutions below. However, the Board can also decide to move forward with an alternative infill material choice that is not the preferred choice.

## Decision Requested

Option A – The Like for Like Replacement

1. THAT the Board endorse the design and infill material choice as recommended by the Operating Committee, to replace the end of life artificial turf field surface at a comparable standard to the current field, as required by the Joint Use Agreement between the UBC and VSB, which is a blended slit film/monofilament fibre turf system with a coated SBR crumb rubber, at an estimate cost of \$1 million, 40% funded by the VSB and 60% funded by the UNA from existing reserves as per the Joint Use Agreement and Wesbrook Place Artificial Playfield License.
2. THAT the Board approve payments from the UNA to UBC Properties Trust, of a total amount not exceeding the balance in the UNA's deferred contribution account, as partial funding for the replacement of the Wesbrook Community Field.
3. THAT the Board approve the withdrawal by UBC of amounts from the Community Field Replacement Reserve in respect of payments to UBC Properties Trust as partial funding for the replacement of the Wesbrook Community Field.
4. THAT the Board direct the UNA staff to work with UBC and the Vancouver School Board representatives to develop a new contribution agreement – specifically, a contribution agreement that investigates alternative infill solutions for the next field replacement.

Option B – Alternative Replacement Beyond Comparable Standard

1. THAT the Board endorse the design and infill material choice EPDM as decided at the December 19, 2023 Board meeting, to replace the end of life artificial turf field surface, at an estimate cost of \$1.4 million. For the first one million dollars, 40% will be funded by the VSB and 60% will be funded by the UNA from existing reserves, as per the Joint Use Agreement and Wesbrook Place Artificial Playfield License.
2. THAT the Board direct staff to apply to the Community Works Fund for an amount of \$200,000 to cover the incremental capital cost beyond the like-for-like replacement as part of the field replacement project.
3. THAT the Board approve the withdrawal of \$200,000 from the UNA's unrestricted funds for the field replacement project to cover the incremental capital cost beyond the like-for-like replacement.
4. THAT the Board approve payments of a total amount of \$400,000 to cover the incremental capital cost beyond the like-for-like replacement.
5. THAT the Board approve payments of the estimated amount of \$53,000 per year, for the next ten years, to cover the incremental Annual Capital Contribution cost beyond the like-for-like replacement.

## **Discussion**

### **Background**

#### **Ownership of the Field**

From a legal perspective, the Wesbrook Community Field is owned by UBC, and there is a Joint Use Agreement between UBC and Vancouver School Board (VSB) (attached as Schedule A).

The Joint Use Agreement outlines the responsibilities of each party, and it indicates that UBC has the legal obligations to provide the playfield for University Hill Secondary School' usage and operations.

The Joint Use Agreement also enables UBC to assign the UNA as the facility manager through a management license, for the operation and management of the field.

#### **Capital Replacement at the End of Useful Life**

For capital replacements related to the field, the funding is held in the Capital Reserve Fund. According to the Joint Use Agreement, the purpose of the Capital Reserve Fund is, at the end of the field's useful life, to finance the eventual replacement field with a standard of quality, design, technology, and materials comparable to those used in the original field and its components. Please note that the Capital Reserve Fund referenced in this report and its accompanying documents is different from the UNA's Capital Reserve, despite their similarity in names.

The Joint Use Agreement requires the field surface to be replaced at a comparable standard to the original facility. It does provide an opportunity for an enhanced replacement field design with additional features, that is more expensive to build or operate. This enhanced design will be reviewed and only adopted when both UBC and the VSB agree upon the new replacement field design. If the parties cannot come to agreement upon a proposal, the replacement design with a comparable standard will be selected by default. Based on the Joint Use Agreement, VSB has no obligation to fund the difference between the annual contributions and the additional costs of a design that are beyond the comparable standards.

Certain obligations from the Joint Use Agreement have been assigned to the UNA as per the Artificial Playfield License (attached as Schedule B). These obligations pertain more to the management and operation of the field. These obligations between the UNA and UBC Artificial Playfield Licenses, do not cover the replacement design, as the capital replacement of the field is a UBC responsibility. And for the field replacement, under Section 5.2 of the Artificial Playfield License, the license outlines UBC will consult with the UNA regarding UBC's decision at the end of the useful life of the facility.

As part of the assigned obligations, the UNA is to collect an annual Maintenance Contribution from VSB, which includes funds to inspect, maintain and repair the field. The Maintenance Contribution is to be determined by the Operating Committee, as defined in the Joint Use Agreement (Section 12). This committee is made up of UBC and VSB representatives. As the replacement project will need the Operating Committee's input to determine the final design, the Operating Committee was re-activated to initiate the field replacement project.

### **Artificial Turf Design and Current Conditions**

As part of the June preliminary assessment (Schedule C), Richard Findlay, Landscape Architect Inc. (RFLA) concluded that:

- Minor depressions in the field of play where “puddled rubber” (infill rubber material) was collecting.
- Synthetic turf fibre degradation, including-torn fibres, worn fibres, loose fibres and flattened fibres.
- The field is at the end of its serviceable life cycle and in need for a replacement.

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

### **Operating Committee Meeting Updates**

The outcome of the discussion was as follows:

- To follow the landscape consultant's recommendations, as alternative materials are inappropriate for Vancouver's climate.
- The current field design reflects regional practices in municipal turf fields, as mentioned earlier in this report.
- Alternative materials bear significantly higher costs without evidence of benefits.
- The VSB clearly indicates that they are unable to commit additional funding for this project, beyond their existing contributions to the Capital Reserve Fund.
- The VSB indicates, after further review, that they do not have the additional resources to support the annual contribution for a replacement field design that is beyond the current municipal standard.

- There is no funding capacity to support additional replacement costs.

The main concern raised by VSB is that the additional financial commitment to support an enhanced design will further remove available resources for other school operations and items that have higher priority. VSB also noted that few schools within the district have artificial turf fields. Hence, VSB can only commit to a field replacement design with a comparable standard.

As mentioned earlier under the Background section, according to the Joint Use Agreement between UBC and VSB, the purpose of the Capital Reserve Fund is, at the end of the field useful life, to finance the eventual replacement field with a “comparable standard” or “like-for-like” replacement.

Based on the Joint Use Agreement, VSB has no obligation to fund the capital costs differences above the like-for-like replacement nor to fund the difference between the annual contributions and the additional costs of a design that are beyond the comparable standards

If the UNA Board were to adopt replacement options different from the recommended like-for-like replacement option, the Operating Committee, UBC, and VSB, will ask the UNA to provide an identified UNA funding source that would cover both:

1. All of the incremental project costs beyond the like-for-like replacement.
2. All of the incremental annual contribution costs beyond the-like for-like replacement.

The Operating Committee suggests that if the UNA Board does not wish to endorse an alternative turf option and funding strategy, UBC will need to proceed with the project to deliver the like-for-like replacement in order to meet UBC’s legal obligations under the Joint Use Agreement within the summer 2024 timeline.

## **Replacement Field Design and Alternative Infill Materials**

RFLA the landscape architect has submitted a report as Schedule D, this summary report provides a detailed analysis of sports field surface material type (Artificial vs Natural), infill options (Crumb Rubber vs TPE vs EPDM), health concerns and general information, and finally a project consideration matrix to guide the Board in this replacement project.

### Proposed Replacement Field Design

As for the proposed material for the new artificial turf, the Operating Committee recommended to go with a blended slit film/monofilament fibre turf system with a coated

SBR crumb rubber, given the climate and the heavy use this field gets. It is a like-for-like replacement, and turf material was recommended with the considering the daily heavy use of non-cleat usage. Non-cleat flat bottom shoes tend to exert extra pressure to the artificial turf that increases extra wear and tear. Going with a blended length design will provide a better structure to support the daily use while maintaining a healthy-looking appearance.

Other notable benefits include the following:

- It's the most cost effective option that can be fully funded by the existing field replacement reserve.
- The proposed like-for-like design provides the most usage-related benefits.
- The proposed design aligns with other municipalities' standards (e.g. City of Vancouver).
- It meets the owner's (UBC) legal obligations.
- It allows the field to be replaced within the summer 2024 replacement timeline.

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

### **Project Timeline**

The following project timeline is required for the replacement work to be completed for the Summer 2024 timeline:

1. **December 2023 – January 2024** – Finalize design and material of choice.
2. **January 2024** – Final design will be put out in the market for a competitive bidding process.
3. **July – August 2024** – Field Replacement Work
  - a. **Duration:** Replacement work during mid-summer to avoid school year as a request from Vancouver School Board. The project turnaround time is expected to be 4 weeks.
  - b. **Staging Area:** We will need to secure a staging area of 300 super sacks if we plan to reuse the infill material. The area would be approximately the size of the volleyball court next to the artificial field.



## **Financial Implications**

### Option A - Like for Like Replacement

Funding of the replacement project will be withdrawn from the Capital Reserve Fund. The recommended comparable standard field surface replacement option can be fully covered by the existing funding available in the reserve account.

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

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

### Option B – Alternative Replacement Beyond Comparable Standard

The following section will quickly discuss funding options, should the UNA Board want to explore additional funding to cover the cost to go beyond the comparable standard. The final cost of replacement will be depending on the type of infill materials is chosen.

## **Community Works Fund**

The current comparable standard design will be fully funded by the Capital Reserve Fund. There is no additional funding available to support the enhanced designed that can meet the current project summer delivery timeline that is algin with the end of useful life of the facility.

Under Community Works Fund (CWF), the eligible project types do cover recreation infrastructure, such as sport field upgrades. Currently, there is approximately \$200,000 available in the CWF.

Without considering the financial restrain on the CWF, in order to meet the application CWF workflow, the project will be subject to UNA Board approval, the Electoral A Committee review, and a final review and approval by the Metro Vancouver Board. Typically, this approval process will take 3 months to 6 months to complete. If the CWF application is approved, due to the time involved and in order to meet the VSB summer break construction time frame, it will postpone the replacement project to summer 2025. This will put the replacement project beyond the end useful life of the facility mentioned in the most recent assessment.



It means the UNA Board will need to reallocate funds through the 2024/25 Annual Budget or from a Capital Reserve account to support this project. And given the 2024/25 budget planning process is expected to be completed in February 2024 for the Board's approval and the subsequent UBC BOG approval. The timing might not be on the UNA's side if the Board decides to go with Option B.

#### Option B - Replacement Annual Contributions Implications

UNA staff, working with UBC and VSB representatives, are in the process of developing the terms of the Capital Reserve Fund and funding arrangements for the next 10 years. The VSB representative, after further review, indicated that VSB cannot commit to supporting a field design that is beyond the comparable standard like-for-like design.

Hence, if the UNA Board decides to adopt a field surface design beyond the comparable standard, the UNA will need to contribute a larger share of the annual contribution to the reserve fund in order to cover the contribution shortfall that is not covered by VSB's contribution. As for the UNA's annual contributions, they are deducted directly from the Service Levy. It means that less funding will be available for the UNA's operational expenses.

Based on the current model, a like-for-like replacement is at \$1 million assuming the next field replacement will cost approximately \$1.3 million in 10 years. However, the alternative option, like TPE Infill option, inflation adjusted is expected to cost \$1.69 million to replace in 2033.

If the UNA Board were to adopt replacement Option B, the UNA will need to fund all of the incremental annual contribution costs beyond the-like for-like replacement. Based on the current estimates, the UNA will be responsible for an additional \$39,000 (TPE infills) to \$53,000 (EPDM infills) annual contributions for the next 10 years.

#### Other Ongoing Costs

Future maintenance costs will be mainly driven by the monthly ongoing maintenance, any additional equipment purchase, and the semi-annual larger maintenance routine. The ongoing annual maintenance cost is expected to be around \$12,000 - \$15,000.

#### **Operational Implications**

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

This will be reviewed with the Operating Committee and the UNA municipal team. With the additional scope of maintenance work, it is expected that the Wesbrook Community Field will be closed for a few more days per year.

### **Strategic Objective**

Community and Stakeholder Relations

### **Attachments**

1. Schedule A – Artificial Playfield Joint Use Agreement – UBC-VSB
2. Schedule B – Wesbrook Place Artificial Playfield License – UBC-UNA
3. Schedule C – Investigation Phase Report from Richard Findlay Landscape Architect Inc.
4. Schedule D – Wesbrook Community Field Summary Report
5. Schedule E – Field Replacement Cost Comparison with 10 Year Financial Projections

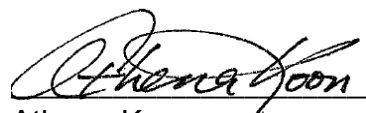
### **Concurrence**

1. Dave Gillis – Recreation Manager

Respectfully submitted,

  
\_\_\_\_\_  
Wegland Sit

Interim Co-Chief Administrative Officer and Operations Manager

  
\_\_\_\_\_  
Athena Koon

Interim Co-Chief Administrative Officer and Finance Manager

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

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

**BETWEEN:**

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

("UBC")

**AND:**

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

(the "School Board")

**WHEREAS:**

A. UBC and the School Board have entered into a lease agreement dated for reference December 1, 2010 for the purposes of the School Board constructing and operating a public secondary school to be known as University Hill Secondary School. UBC and the School Board have agreed to cooperate in the design, construction and joint use and operation of the Facility, which includes an artificial playfield, flood lighting system and other capital improvements, facilities and equipment ancillary thereto to be located on a lot owned by UBC, adjacent to the School Site.

B. UBC has agreed to fund the construction costs and to manage the construction of the Facility.

C. Both Parties are committed to maximizing the potential usage of the Facility through a spirit of cooperation.

D. The management, operation and maintenance of the Facility will be performed by UBC or a manager pursuant to an agreement between UBC and the manager, which will incorporate the terms of this Agreement. As of the date of this Agreement, UBC contemplates that it will appoint the UNA as the Manager.

E. UBC and the School Board have agreed that the School Board and Community Groups, including UBC, should share the Facility, based on this Agreement.

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

**1 Definitions**

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

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

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

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

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

- 1.29 "UNA" means the University Neighbourhoods' Association.

## **2 Facility Design and Construction**

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

## **3 The Operating Committee**

- 3.1 The chair of the Operating Committee will be a delegate of UBC.
- 3.2 The Operating Committee is responsible for supervising and directing the Manager; and, without limiting the foregoing, fulfilling any other roles and functions assigned to it in this Agreement.
- 3.3 The Operating Committee will meet at times agreed upon by the Operating Committee, provided that the chair of the Operating Committee may call a meeting on his or her own initiative, giving no less than 15 days' written notice to the other committee members. The Operating Committee, by unanimous vote, may adopt rules and bylaws governing the conduct of committee business, provided they are consistent with this Agreement. If the Operating Committee is unable to achieve unanimity on a matter, the matter will be dealt with under Article 24.
- 3.4 The Operating Committee will adopt rules and bylaws that address how the committee is to act in emergency situations and where decisions from the Operating Committee are necessary before its next meeting.

## **4 Manager**

- 4.1 Usage of the Facility shall be managed on an ongoing, day-to-day basis by the Manager in accordance with this Agreement.
- 4.2 It is contemplated that UBC will enter into a Management License with the UNA whereby the UNA will be appointed the Manager of the Facility.
- 4.3 The Management License will provide that the Manager will operate and manage the Facility in accordance with this Agreement, including, without limitation, the usage entitlements set out in Articles 5 and 6 and the general provisions described in Article 7; and the ongoing operation and maintenance obligations



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

## **5 Usage Entitlement--Community Use Times**

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

## **6 Usage Entitlement--School Times**

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

- (d) if the School Board, including for greater certainty, the School, wish to use the Facility during the After-Class Hours but has not exercised its first opportunity to book within the time prescribed in the Operating Procedures, then it must make a booking with the Manager, and if the Facility is already booked, then the School Board cannot "bump" the conflicting booking; and
  - (e) Section 8.2 applies in respect of usage fees collected from Community Groups using the Facility during the After-Class Hours.
- 6.3 The Operating Committee will, from time to time, develop and the Manager will implement as part of the Operating Procedures, a policy for bookings during After-Class Hours, including the details of the first booking opportunity described above, and the administration charge payable by the School Board for bookings during After-Class Hours. The Manager will, from time to time, invite feedback, input and guidance and request directions from the Operating Committee regarding such Operating Procedures.
- 7 Usage Entitlement-General Provisions**
  - 7.1 The Manager shall maintain a schedule (the "**Master Schedule**") that will set out the Community Use Times, the School Times including the After-Class Hours, and all scheduled bookings.
  - 7.2 The Manager shall make available to the Parties and the public information regarding bookings during the Community Use Times and the After-Class Hours, and shall administer bookings by keeping and managing the Master Schedule.
  - 7.3 For the purpose of more effective planning and administration of the Facility:
    - (a) UBC and the School Board shall provide the Manager with their proposed usage schedule for Community Use Times by calendar quarter, and not later than one month prior to the start of each quarter. The Manager shall be responsible for booking time during the Community Use Times that is not booked in either Party's proposed usage schedule for any given quarter, and shall use best efforts to accommodate requests for such time; and
    - (b) the School Board will provide the Manager with its schedule of usage during After-Class Hours not later than one month prior to the start of each calendar quarter and, to the extent the information is readily available to the School Board, School Times.
  - 7.4 Subject to any first booking opportunities that may be provided to the UNA pursuant to Section 5.1, the Manager shall not give priority to any Community Group (including UBC and the UNA) or the School Board, for bookings during Community Use Times.
  - 7.5 In order to ensure reasonable sharing and optimum use of the Facility over the Term of this Agreement, the Operating Committee will conduct and facilitate an annual review of Facility allocation times, actual usage (and for this purpose

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

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

## **8 Usage Fees**

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

## **9 Other Facilities on the UBC Vancouver Campus**

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

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

## **10 The Fieldhouse**

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

## **11 Term and Termination**

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

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

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

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

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

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

## **12 Maintenance and Repair**

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

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

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

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

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

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

- 12.7 For each year, the estimated Maintenance Contribution shall be approved in advance by the Operating Committee, with reference to a budget for the anticipated Operating Costs for the Facility. The School Board shall pay the estimated Maintenance Contribution to UBC in quarterly installments, with the first installment due within 30 days of receipt of an invoice therefor from UBC. UBC shall pay the Operating Costs as they come due, and provide to the Operating Committee a financial accounting of actual Operating Costs within 30 days after the end of each calendar year. If the estimated Maintenance Contribution paid by the School Board for a year is less than the School Board's Proportionate Share of the actual Operating Costs for that year, then the School Board shall pay the shortfall within 30 days of receipt of an invoice from UBC. If the estimated Maintenance Contribution paid by the School Board for a year is more than the School Board's Proportionate Share of the actual Operating Costs for that year, then UBC shall reimburse the excess within 30 days of submitting its accounting to the Operating Committee.
- 12.8 It is understood that the Manager's responsibility is to ensure that the Facility is in a proper state for use for all users, meaning that it is in a neat, tidy and clean condition, free from nuisance. The cost of doing so is an Operating Cost. To assist in reducing the Operating Costs, each Party will instruct all Facility users, and where applicable make it a term of any Facility use license/agreement for the use of the Facility, to ensure that the Facility is left in a neat, tidy and clean condition and that a failure to do so will result in the Facility user being responsible for extraordinary clean-up costs incurred. The Operating Committee will establish a protocol for addressing circumstances where a Party's use of the Facility results in extraordinary cleaning costs, on the following principles:
- (a) where the extraordinary cleaning costs arise from a revenue generating use, the costs should be counted against the revenue received for that use; and
  - (b) where the extraordinary cleaning costs arise from non-revenue generating uses, the Party authorizing that use will be responsible for the cost of the extraordinary cleaning costs (for example, the School Board will be responsible for extraordinary cleaning costs incurred as a result of use during School Times and for the School Board's use during After Class Hours, and the Manager will be responsible for extraordinary cleaning costs arising from non-revenue generating uses by Community Groups during After Class Hours and Community Use Times).

### **13 Capital Replacement**

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



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

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

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

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

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

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

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

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

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

#### **14 Alterations or Additions to the Facility**

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

#### **15 Operating Procedures**

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

#### **16 Conditions of Use by the School Board**

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

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

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

#### **17 Conditions of Use by UBC or a Community Group**

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

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

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

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

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

#### **18 Parking**

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

#### **19 Insurance and Indemnity**

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

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

- 19.2 UBC's general liability policy shall name the School Board as an additional insured. The School Board's general liability policy shall name UBC, its Board of Governors, employees, servants and agents as additional insured and, for greater certainty, will name the Manager as additional insured.
- 19.3 Each Party's general liability policy shall include a cross liability clause and broad form coverage for contractual liability. Such insurance shall be primary in respect of all claims arising out of this Agreement and shall not participate with nor be excess over any valid and collectable insurance carried by UBC.
- 19.4 It is understood and agreed that the School Board wishes to self-insure its obligations under this Agreement from time to time through the Schools Protection Program. Prior to the School Board's first use of the Facility, the School Board shall provide to UBC full details of its self-insurance plan and upon the School Board receiving UBC's written consent (which may have reasonable conditions attached) to the self-insurance plan, such consent not to be unreasonably withheld or delayed, the School Board may commence using the Facility in accordance with this Agreement. If the School Board should ever discontinue its self-insurance program, then the School Board shall obtain the insurance that is required to be in force pursuant to this Article 19.
- 19.5 UBC shall indemnify and save the School Board harmless from any loss, costs or claims that the School Board suffers resulting or arising from any default of the Manager or UBC under this Agreement.
- 19.6 The School Board shall indemnify and save UBC harmless from any loss, costs or claims that UBC suffers resulting or arising from any default of the School Board under this Agreement.

## **20 Sports Equipment and Capital Equipment**

- 20.1 All sports equipment, including but not limited to balls, nets and cones, belonging solely to a Party to this Agreement or Community Group and used on the Field shall be identified by distinctive markings provided by such Party or Community Group. If the Fieldhouse is constructed, the equipment stored in the Fieldhouse must be identified by distinctive markings of the Party that owns the equipment.
- 20.2 Subject to Sections 20.3 and 20.4, the Parties shall not use equipment that is solely owned by any of the other Parties or any Community Group, or remove the same from the Facility or Fieldhouse as the case may be, without the approval of the other Party or the Community Group, as applicable.
- 20.3 Where approval to use sports equipment is given pursuant to Section 20.2, UBC and the School Board, as the case may be, shall use such equipment in a reasonable and proper manner.
- 20.4 If the Parties agree to acquire and share specific Capital Equipment, the Operating Committee will establish specific conditions for its use and storage.

## **21 Force Majeure**

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

## **22 Severability**

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

## **23 Notice**

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

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

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

with a copy to:

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

or addressed to the School Board at:

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

## 24 Dispute Resolution

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

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

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

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

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

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

**25 Statutes and Bylaws**

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

**26 Scope and Nature of Relationship**

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

**27 Assignment**

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

**28 Miscellaneous**

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




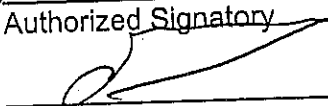
representations or warranties except as expressed in this Agreement and the Schedules attached hereto.

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

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

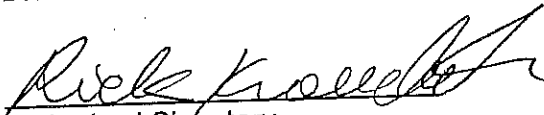
SIGNED FOR AND ON BEHALF OF THE  
UNIVERSITY OF BRITISH COLUMBIA by:

  
Mark Crosbie  
Associate University Counsel  
Authorized Signatory

  
Authorized Signatory

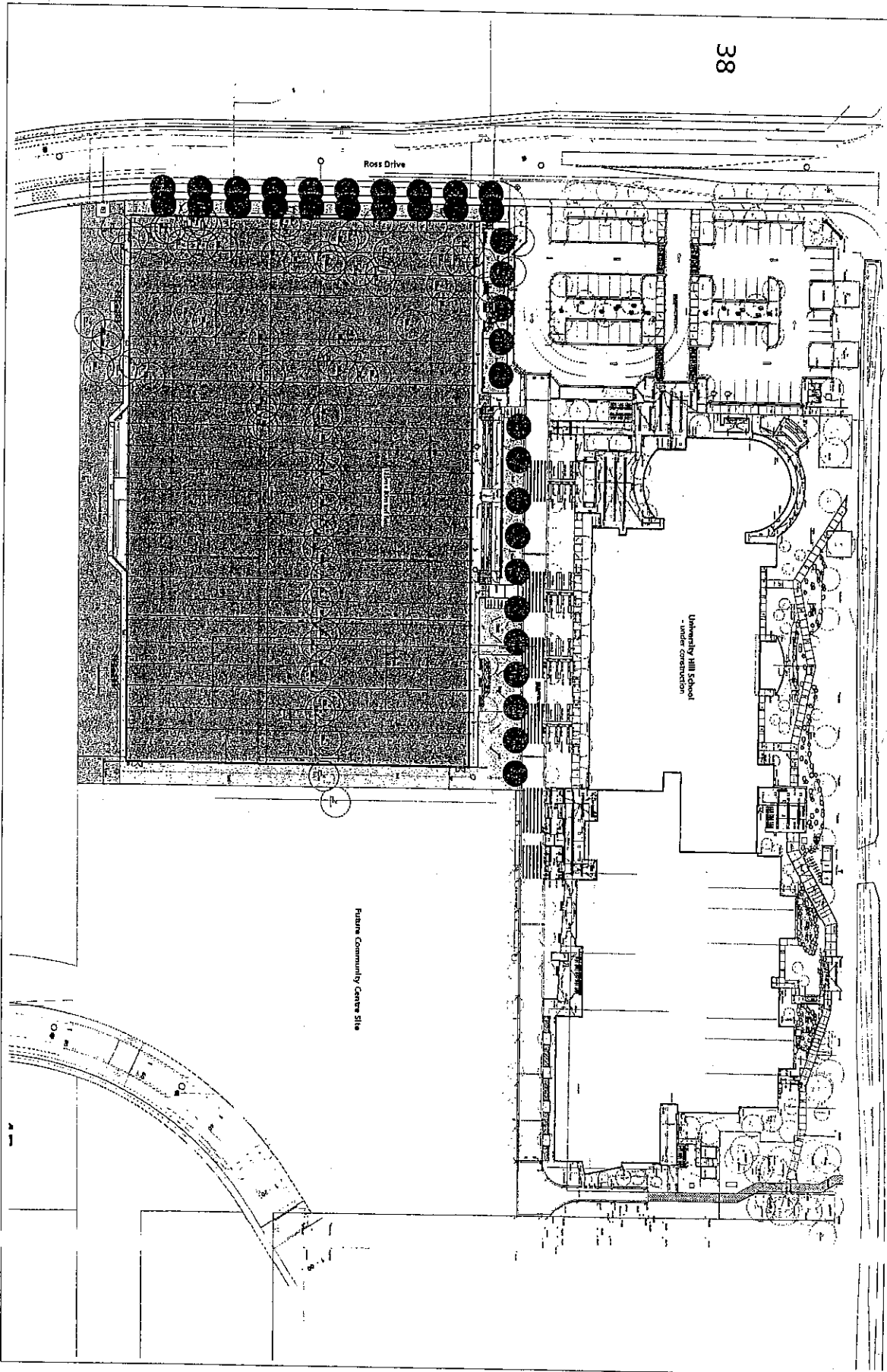
PIERRE OUILLET  
VICE PRESIDENT -  
FINANCE, RESOURCES & OPERATIONS

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

  
Authorized Signatory

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

**Schedule "A"**  
**Site Plan**  
1600 Avenue



38

38

**P.E.A.**  
Professional Engineering  
Architectural  
1000 Avenue  
1000 Avenue  
1000 Avenue

2. House for Investigation 8700  
1. House for Investigation 8001

**Contractor's Report:**  
The following is a summary of the work done by the contractor for the investigation of the site. The work was done in accordance with the contract and the results are as follows:

**Ubc Properties Tr**

**High School Fle**

**Contact Ph**

Project Name	Client Name
Project Address	Project City
Project State	Project Zip
Project Phone	Project Fax

10.1

**LICENSE**  
**(Wesbrook Place Artificial Playfield)**

THIS LICENSE AGREEMENT is dated for reference October 3, 2012

BETWEEN:

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

AND:

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

WHEREAS:

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

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

COPY

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

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

## 1. **TERM**

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

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

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

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

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

## 2. **LICENSE FEE AND TAXES**

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

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

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

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

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

### **3. USE OF FACILITY**

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

### **4. APPOINTMENT AS MANAGER**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

## **6. ASSIGNMENT AND SUBLETTING**

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

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

## **7. APPEAL OF TAXES**

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

## **8. INDEMNITY AND INSURANCE**

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

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

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

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

## **9. OVERLOADING OF UTILITIES**

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

## **10. NUISANCE**

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

## **11. CLEANLINESS**

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

## **12. COMPLIANCE WITH LAWS AND REGULATIONS**

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

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

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

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

### **13. MANAGEMENT AND CONTROL**

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

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

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

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

### **14. PARKING**

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

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

## **15. SECURITY**

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

## **16. ENTRY**

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

## **17. INSPECTION OF THE FACILITY**

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

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

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

## **18. PAYMENT OF TRADES, ETC.**

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

## **19. CONTESTING OF LIENS**

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

## **20. DEFAULT AND TERMINATION**

### **20.1 If:**

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

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

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

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

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

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

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

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

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

## **21. OCCUPATION OF THE FACILITY**

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

## **22. EASEMENT AND RIGHT-OF-WAY**

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

## **23. MOTOR VEHICULAR ACCESS TO THE LAND AND OPERATING PROCEDURES**

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

## **24. THE UNIVERSITY OF BRITISH COLUMBIA AS REGULATOR**

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

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

**25. FORCE MAJEURE**

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

**26. NO PARTNERSHIP OR JOINT VENTURE**

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

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

**27. NON-WAIVER OF DEFAULT**

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

**28. TIME**

Time shall be of the essence of this License.

**29. SEVERABILITY**

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

**30. ENUREMENT**

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

**31. NOTICE**

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



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

or addressed to the UNA at:

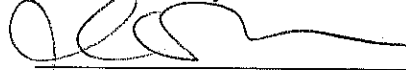
University Neighbourhoods Association  
202 – 5923 Berton Avenue  
Vancouver, BC V6S 0B3  
Attention: Executive Director  
Fax No. 604-827-5375

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

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

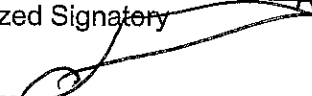
**THE UNIVERSITY OF BRITISH**

**COLUMBIA** by its authorized signatories:

  
Authorized Signatory

Mark Crosbie

Associate University Counsel

  
Authorized Signatory

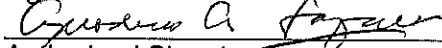
**PIERRE OUILLET**

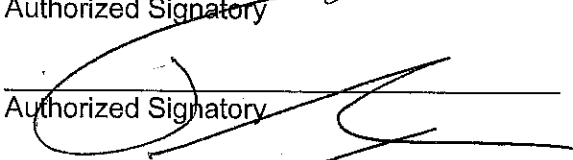
VICE PRESIDENT -

FINANCE, RESOURCES & OPERATIONS

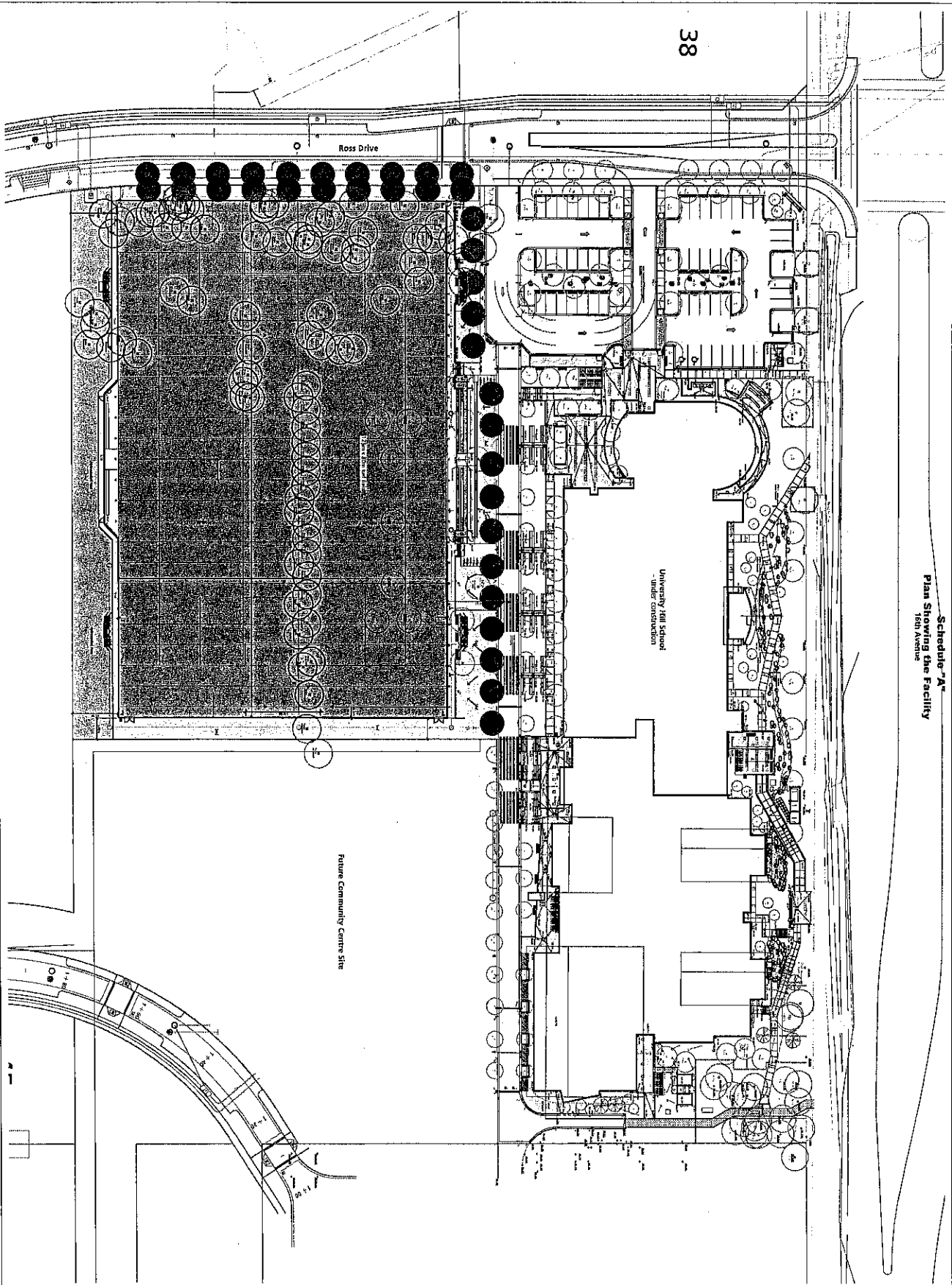
**UNIVERSITY NEIGHBOURHOODS**

**ASSOCIATION** by its authorized signatories:

  
Authorized Signatory

  
Authorized Signatory

**Schedule "A"**  
**Plan Showing the Facility**  
 15th Avenue



**P+A**  
 P+A Architects  
 1501 10th Avenue  
 Vancouver, B.C. V6M 4A7  
 Tel: 604.281.1111  
 Fax: 604.281.1112  
 Email: info@p+a.ca

**2. ISSUE for Infrastructure** 07/03/2012  
 1. ISSUE for Review 06/11/2012  
 Revision No. Date

**CONSTRUCTION SCHEDULE**  
 The following schedule is based on the assumption that the project will be completed in 18 months. The schedule is subject to change based on the progress of the project and the availability of resources. The schedule is not a guarantee of completion and is for informational purposes only.

**Owner**  
 UBC Properties Trust

**Project Title**  
 High School Field

**Drawing Title**  
 Context Plan

Project Name	Context Plan
Project No.	11
Client	UBC
Scale	1:5000
Sheet No.	12-012

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

July 31st, 2023

**VANCOUVER SCHOOL BOARD/UNIVERSITY NEIGHBOURHOODS ASSOCIATION**

c/o Ms. Susan Bui, Development Coordinator  
UBC PROPERTIES TRUST  
3313 Shrum Lane Suite 200, Vancouver, BC V6S 0C8

Via Email: [sbui@ubcproperties.com](mailto:sbui@ubcproperties.com)

**Re: Investigations Phase - Existing Synthetic Turf Sportsfield Remediation**

Dear Susan:

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

**1. INTRODUCTION**

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

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

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

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

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

## 1. INTRODUCTION....cont.

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

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

## 2.0 BACKGROUND

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

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

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

## 2.0 BACKGROUND....cont.

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

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

- Minor depressions in the field of play - surface irregularities approximately 12-20mm in depth and up to 4m<sup>2</sup> in surface area, where “puddled rubber” (SBR) was collecting.
- Areas of compacted infill-both SBR and sand.
- Synthetic turf fibre degradation, including-torn fibres, worn fibres, loose fibres and flattened fibres.

It was our conclusion in June, that the field was in need of some critical maintenance activities. We conducted an informal “hand maintenance” test over a few small areas approx. 1m<sup>2</sup>-removing excess SBR, de-compacting the infill and brushing the fibres so as to stand them erect again. This informal test showed us the field could be salvaged and perform for the desired additional one year of play, hoped for by the UNA.

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

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

### 3.0 OUR FINDINGS

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

#### Visual Findings:

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

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

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

### 3.0 OUR FINDINGS....cont.

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

#### Laboratory Testing (Metro Testing) - Aggregate Analysis:

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

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



### 3.0 OUR FINDINGS...cont.

#### Laboratory Testing (Metro Testing) - Hydraulic Conductivity Tests:

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

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

### 4.0 CONCLUSIONS AND RECOMMENDATIONS

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

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

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

#### 4.0 CONCLUSIONS AND RECOMMENDATIONS...cont.

##### RECOMMENDATIONS:

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

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

## 5.0 CLOSURE

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

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

Yours truly,

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

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

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



# UNA Board Meeting SUMMARY REPORT - PRESENTATION



**December 2023**



# UNA Board Meeting AGENDA



## INTRODUCTIONS

### ARTIFICIAL VS NATURAL TURF SPORTS FIELDS

Positive & Negative Impacts  
Design Options  
Maintenance & Operations Considerations  
Order of Magnitude Costs

### ARTIFICIAL TURF - HEALTH CONCERNS

Available Resources  
General Information and Considerations  
Where is the Market Heading in the Pacific Northwest?

### PROJECT CONSIDERATIONS MARTIX

Balanced Decision Making  
Artificial Turf Field Replacement

## OPEN DISCUSSION

## UNA Board Meeting

# ARTIFICIAL VS NATURAL TURF SPORTS FIELDS

## Positive & Negative Impacts

	ARTIFICIAL TURF	NATURAL TURF
DURABILITY	<ul style="list-style-type: none"> <li>No closures due to poor weather.</li> <li>Limited closures due to maintenance operations.</li> </ul>	<ul style="list-style-type: none"> <li>Down time required for overuse, saturation, and maintenance activities.</li> </ul>
PERFORMANCE	<ul style="list-style-type: none"> <li>Uniform and consistent surface that supports athlete performance – product performance criteria and testing.</li> </ul>	<ul style="list-style-type: none"> <li>An uneven or damaged surfaces can affect play (ball roll/speed) and athlete performance.</li> </ul>
DRAINAGE	<ul style="list-style-type: none"> <li>No restrictions – percolation rates greater than major rainfall events.</li> </ul>	<ul style="list-style-type: none"> <li>Water retention in rootzone profile can limit or prevent play.</li> </ul>
PLAYER SAFETY	<ul style="list-style-type: none"> <li>Uniform and consistent surface that supports athlete performance – product performance criteria and testing.</li> <li>Concerns regarding player safety and heat island effect (black rubber infill).</li> </ul>	<ul style="list-style-type: none"> <li>An uneven or damaged surfaces increases the risk of athlete injuries.</li> <li>Hard, compacted surfaces can create dangerous playing conditions.</li> </ul>
AESTHETICS	<ul style="list-style-type: none"> <li>Provides a consistent well-groomed appearance throughout its lifecycle.</li> <li>Has the general appearance of natural turf.</li> </ul>	<ul style="list-style-type: none"> <li>Natural appearance is generally preferred.</li> <li>Drought, high wear areas, and disease can result in a poor appearance.</li> </ul>
WARRANTY	<ul style="list-style-type: none"> <li>Standard 8-year warranty with actual lifecycle dependent on hours and type of play / use.</li> </ul>	<ul style="list-style-type: none"> <li>None</li> </ul>
MAINTENANCE	<ul style="list-style-type: none"> <li>Minimal standard maintenance activities (BARS – brushing / aerating / raking / sweeping).</li> <li>Resurfacing required at the end of the turf’s lifecycle.</li> </ul>	<ul style="list-style-type: none"> <li>Ongoing, scheduled maintenance and agronomy programs required - daily / weekly / monthly/ annually.</li> <li>Resodding may be required if the surface deteriorates beyond repair.</li> </ul>
ENVIRONMENTAL	<ul style="list-style-type: none"> <li>Non-permeable surface – rainfall goes to storm water management system - negative perception of artificial turf with respect to materials, crumb rubber chemical leaching and release of PFAS.</li> <li>Minimal maintenance inputs.</li> <li>No watering, fertilizer or pesticide use required.</li> <li>Components can be recycled at end of lifecycle.</li> <li>Contributes to heat island effect.</li> </ul>	<ul style="list-style-type: none"> <li>Permeable surface – storm water management.</li> <li>Improves air quality and absorbs sound.</li> <li>Regular use of lawn maintenance equipment (emissions / air pollution).</li> <li>Regular water use required.</li> <li>Use of fertilizers and pesticides potentially required.</li> </ul>



# UNA Board Meeting

## ARTIFICIAL TURF SPORTS FIELDS

### Design Options

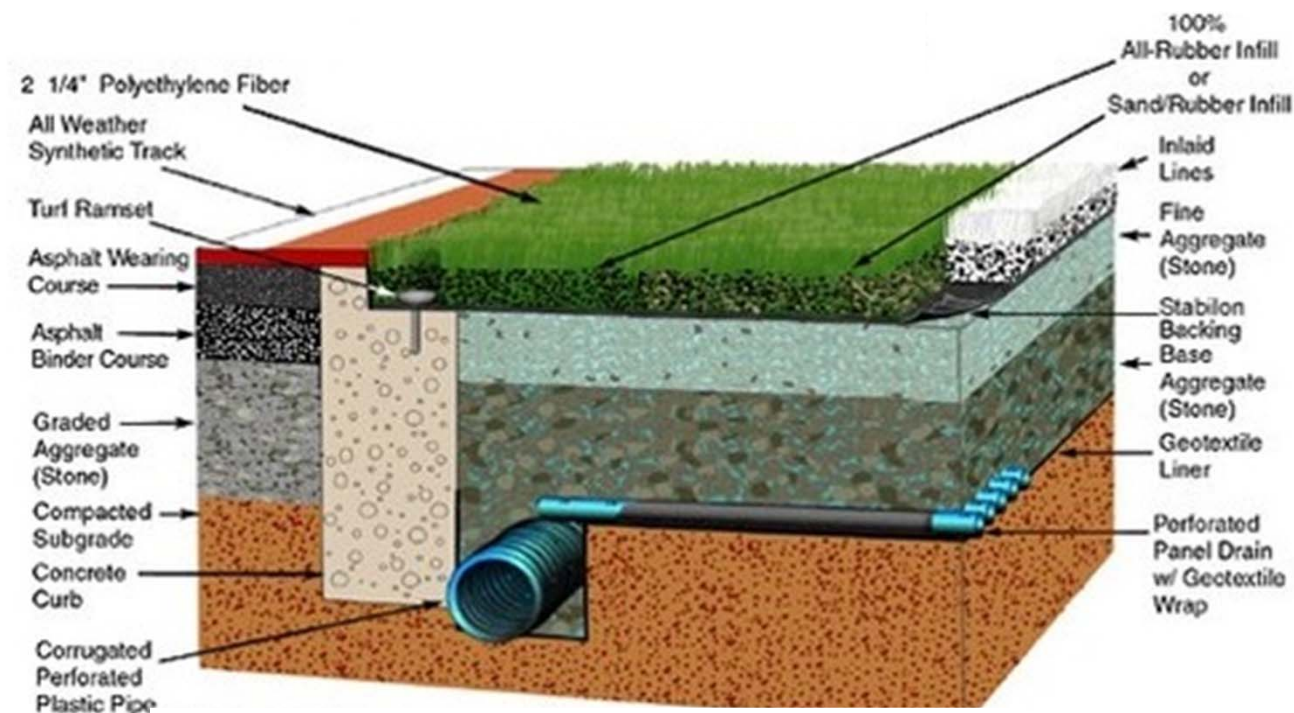
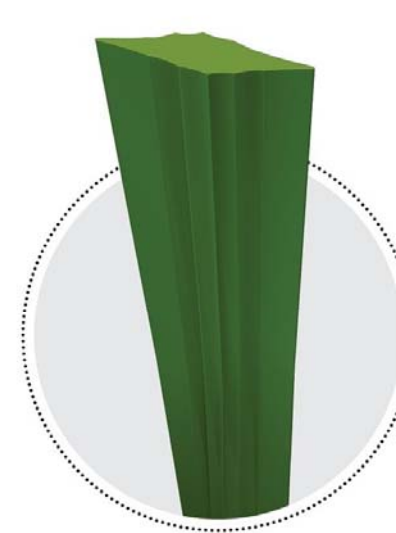
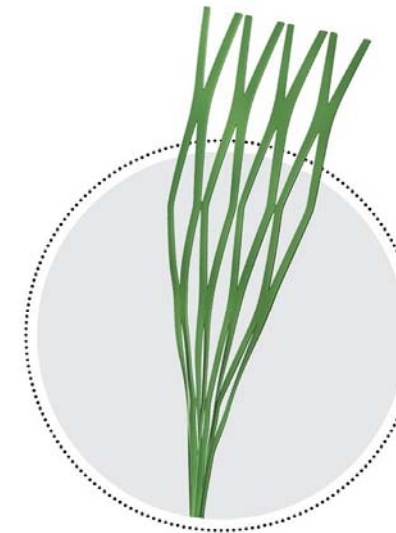


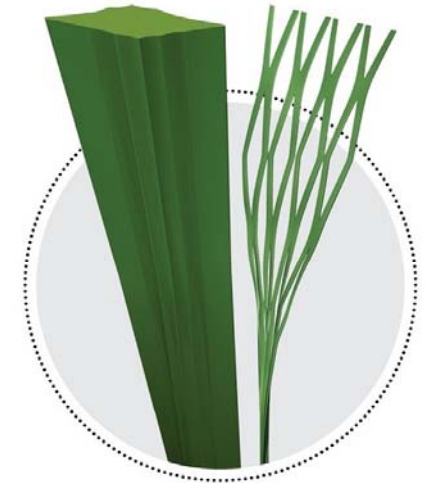
Image Source: <https://turfbydesign.com/athletic-fields.html>



**MONOFILAMENT**



**SLIT-FILM**



**HYBRID**

Image Source: <https://www.linkedin.com/pulse/waitnot-all-artificial-turf-made-same-fieldturf-inc->



UNA Board Meeting

ARTIFICIAL TURF SPORTS FIELDS

Design Options

INFILL	DESCRIPTION	ADD. MAINT.	PROS	CONS	COST DIFFERENCE
Like for Like	Crumb rubber derived from the recycling of car and truck tires.	No	<ul style="list-style-type: none"> <li>Least expensive infill material.</li> <li>Recycled material.</li> <li>Can be partially reused on future turf installations.</li> <li>High resistance to abrasion and wear.</li> </ul>	<ul style="list-style-type: none"> <li>Smell nuisance.</li> <li>Heat island effect (only comes in black).</li> <li>Public health and safety perception.</li> <li>Environmental impact perception.</li> </ul>	Base Cost
TPE	Thermoplastic elastomer consisting of materials with both thermoplastic and elastoplastic properties.	No	<ul style="list-style-type: none"> <li>Consistent shape with good compression characteristics.</li> <li>Extensive history of use (10+ years)</li> <li>Can be coloured – reduce heat island effect</li> <li>Can be melted (recyclable after use)</li> </ul>	<ul style="list-style-type: none"> <li>Cases of premature aging and breakdown</li> <li>Increase in instances of clumping under high temperatures.</li> <li>Expensive</li> <li>Virgin material</li> </ul>	+ \$300k
EPDM	Co-polymer of ethylene and propylene cross-linked with fillers.	No	<ul style="list-style-type: none"> <li>Medium to high resiliency</li> <li>Can be coloured – reduce heat island effect</li> <li>High resistance to abrasion and wear.</li> <li>Will not change form under high temperatures (high melting point).</li> </ul>	<ul style="list-style-type: none"> <li>High volume of filler – can cause chalking</li> <li>Cases of premature aging and breakdown (improper crosslinking)</li> <li>Expensive</li> <li>Virgin material – cases of marketplace quality issues.</li> </ul>	++ \$400k
ORGANIC (Not recommended based on local environment)	Typically, a combination of cork and coconut fibres.	Yes	<ul style="list-style-type: none"> <li>Fully organic – not chemically produced.</li> <li>Compostable.</li> <li>Heat reduction – retains water for evaporative cooling.</li> <li>Good playing characteristics.</li> </ul>	<ul style="list-style-type: none"> <li>Less resilient than other options – material breaks down over time.</li> <li>Requires an irrigation system.</li> <li>Requires additional maintenance.</li> <li>Expensive</li> <li>Migration of infill well documented.</li> <li>Static charge issues.</li> </ul>	+++ (shockpad) (irrigation) (maintenance)



# UNA Board Meeting

## NATURAL TURF SPORTS FIELDS

### Design Options

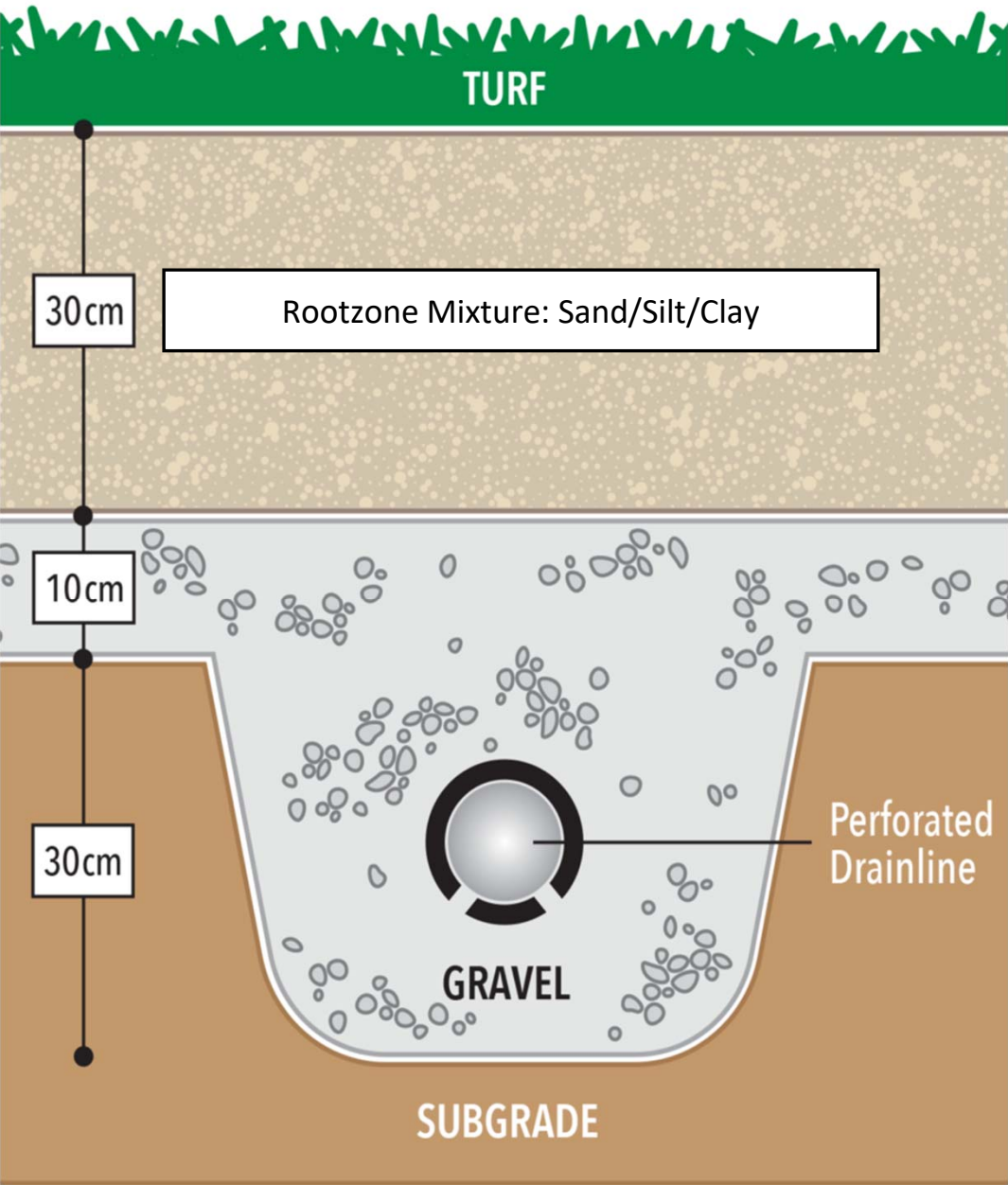


Image Source: <https://www.perlite.org/perlite-for-golf-course-greens/>

Soil Texture Classifications\*

Soil Texture	% Sand	% Silt	% Clay
Clay	0-45	0-40	40-100
Silt	0-20	80-100	0-12
Sand	85-100	0-15	0-10
Loam	23-52	27-50	7-27
Loamy Sand	70-85	0-30	0-15
Sandy Loam	43-85	0-50	0-20
Sandy Clay Loam	45-80	0-27	20-35
Silt Loam	0-50	50-100	0-27
Silty Clay Loam	0-20	40-71	27-40
Clay Loam	20-45	17-52	27-40
Sandy Clay	45-65	0-20	35-55
Silty Clay	70-88	0-30	10-14

\*Based on USDA soil texture classifications. Some percentages have been approximated.

Soil Texture Pyramid

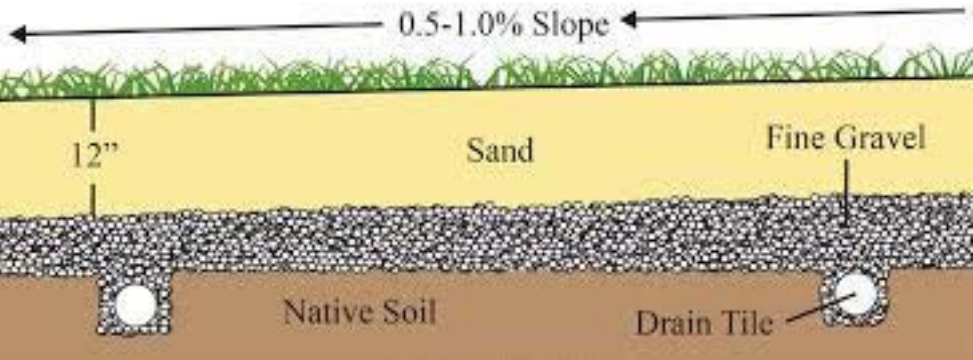
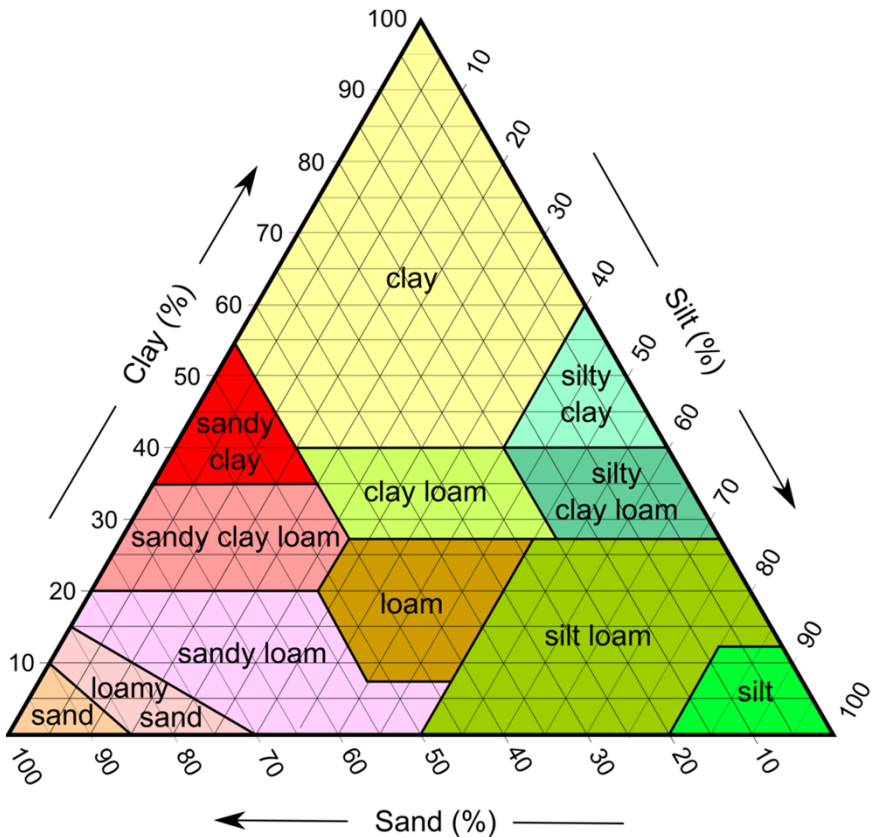


Image Source: *Best Management Practices for Construction of Sand-based, Natural Grass Athletic Fields* – A. Kowalewski, G. Stahnke, T. Cook, and R. Goss, Oregon State University, September 2015.





UNA Board Meeting

ARTIFICIAL TURF SPORTS FIELDS

Maintenance & Operations Considerations

Estimated \$12k to \$15k / year

General Maintenance Calendar:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Brushing		●	●	●	●	●	●	●	●	●	●	●
Aerating				●						●		
Raking		●	●	●	●	●	●	●	●	●	●	●
Sweeping		●●●●	●●●●	●●●●	●●●●	●●●●	●●●●	●●●●	●●●●	●●●●	●●●●	●●●●



**AERATING**  
Often outsourced to a sports field maintenance Contractor due to the need for specialized equipment – 2x per year.



# UNA Board Meeting

## NATURAL TURF SPORTS FIELDS

### Maintenance & Operations Considerations

- Additional Items:
  - Line Painting
  - Sod Repair / Replacement

Estimated \$24k to \$36k / year  
+ costs associated with water use  
(if metered)

General Maintenance Calendar:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Mowing		●	●●	●●●●	●●●●●	●●●●	●●●●	●●●●	●●●●●	●●●●●	●●●●	●
Fertilizing				●	●	●		●	●	●	●	
Irrigation					●●	●●●●●	●●●●●	●●●●●	●●			
Cultivation				●	●	●			●	●		
Top-dressing				●	●	●			●	●		
Interseeding				●	●	●		●	●	●	●	

Best Management Practices for Construction of Sand-based, Natural Grass Athletic Fields – A. Kowalewski, G. Stahnke, T. Cook, and R. Goss, Oregon State University, September 2015.



UNA Board Meeting

ARTIFICIAL VS NATURAL TURF SPORTS FIELDS

Order of Magnitude Costs

ARTIFICIAL TURF (REPLACEMENT)

APPROACH #1: Like for Like Replacement

Supply of all labour, equipment and materials associate with the installation of a synthetic turf field with ‘like-for-like’ rubber and sand infill.

**\$1,000,000 + GST + REGULAR MAINTENANCE (\$12k-\$15k ANNUAL)**

APPROACH #2: Replacement with TPE Infill

Supply of all labour, equipment and materials associate with the installation of a synthetic turf field with TPE and sand infills

**\$1,300,000 + GST + REGULAR MAINTENANCE (\$12k-\$15k ANNUAL)**

*\*Note: Higher temperatures associated with climate change are resulting in more maintenance (clumping) issues with TPE infills. Many manufacturers are recommending the inclusion of irrigation systems (field cooling) for TPE fields.*

APPROACH #3: Replacement with EPDM Infill

Supply of all labour, equipment and materials associate with the installation of a synthetic turf field with EPDM and sand infills

**\$1,400,000 + GST + REGULAR MAINTENANCE (\$12k-\$15k ANNUAL)**

**NOTE: Other artificial turf infills not recommended / suitable for Vancouver area.**

ESTIMATED CONSTRUCTION TIMELINE = 4-WEEKS

- Field is available for use immediately following construction completion.
- Based on July 1, 2024 construction start date, the field would be available for use early August 2024.

NATURAL TURF (CONSTRUCTION)

APPROACH:

- Demolition and removal of existing synthetic sport field – including granular base and sub-drainage system.
- Supply of all labour, equipment and materials associated with the installation of a sand-based natural turf field complete with sub-drainage system, irrigation system and sod surface.

**\$1,500,000 + GST + REGULAR MAINTENANCE (\$24k-\$36k ANNUAL)**

ESTIMATED CONSTRUCTION TIMELINE = 24-WEEKS

- 16-week construction + 8-week sod grow-in period
- Based on a July 1, 2024 construction start, the field would **likely** be available for use in December 2024 (grow-in period is weather dependent).

Preliminary costing for all options includes the consideration for the following items:

- Site Preparation – mobilization, layout & staking, sediment & erosion control
- Selective Site Demolition and Removals – specific to the approach
- Site Works – rough grading; materials export / import; materials testing; fine grading (as applicable)
- Turf System - supply and installation specific to the approach
- Irrigation System - supply and installation (natural turf only)
- Site Restoration – sod preparation and installation; grow-in (specific to the approach)
- Project Close-Out – site clean-up, demobilization



UNA Board Meeting  
**ARTIFICIAL TURF HEALTH CONCERNS**  
General Information & Considerations



*Image Source: PHABC Artificial Turf Talk – November 12, 2019*

**What is "crumb rubber"?**

**What chemicals are in crumb rubber?**

**How can people be exposed to the chemicals in the crumb rubber?**

**Have any studies shown health effects with exposure to crumb rubber chemicals?**

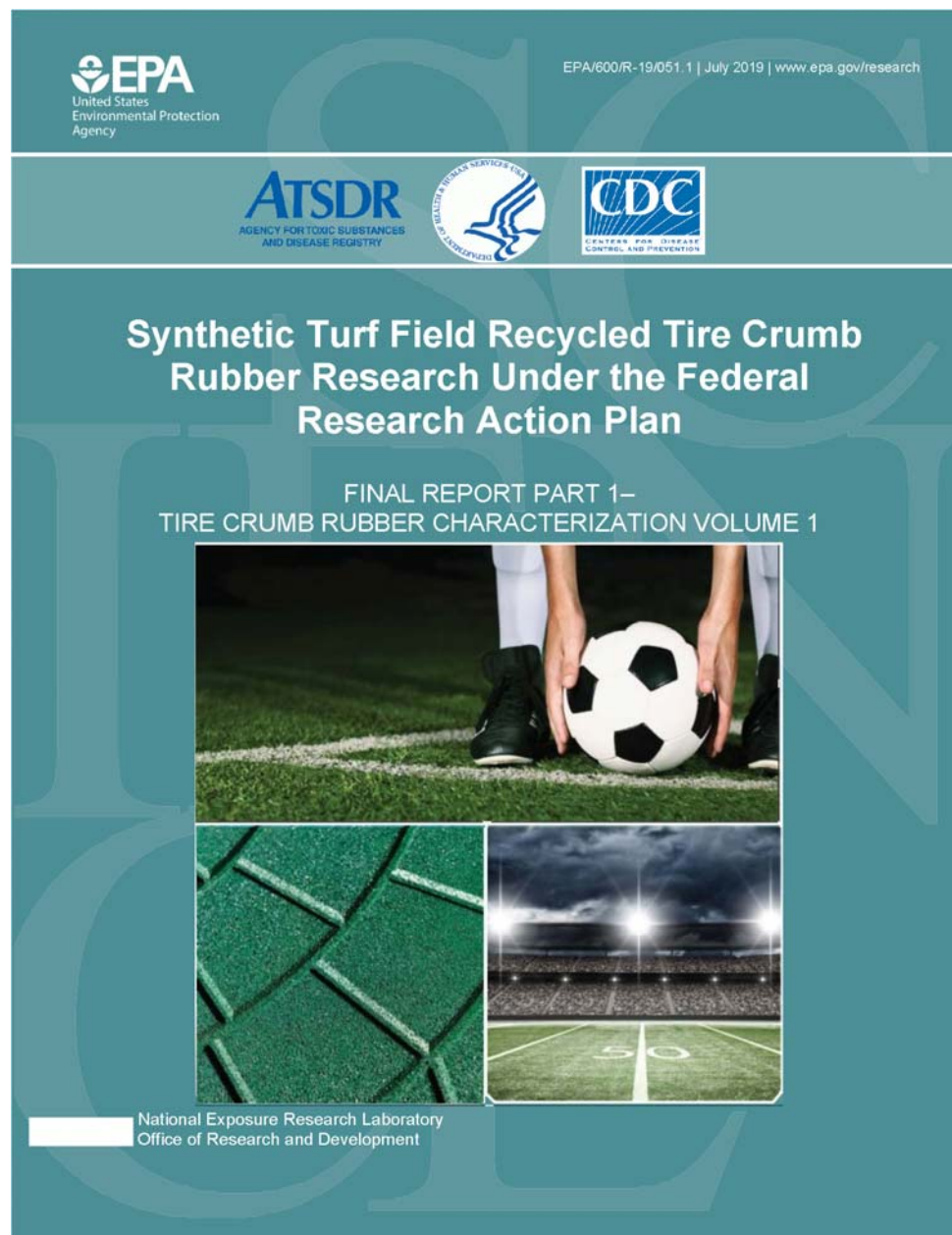
**What about PFAS in artificial turf?**

**What are the environmental impacts of crumb rubber?**

# UNA Board Meeting

## ARTIFICIAL TURF HEALTH CONCERNS

### General Information & Considerations



#### What is "crumb rubber"?

Tire crumb, a form of "ground or crumb rubber," is produced by processing used tires to a smaller and uniform size through shredding, grinding and sorting.

Tire crumb is used in road construction, manufacturing of new molded rubber products and has several athletic and recreational applications, including use in artificial turf athletic fields as "infill" between turf fibers.

#### What chemicals are in crumb rubber?

The crumb rubber usually comes from recycled tires that contain man made compounds such as polycyclic aromatic hydrocarbons (PAHs) and volatile organic compounds (VOCs). Concerns have been raised about potential chemical exposures coming from the crumb rubber infill commonly used in these fields.

<https://portal.ct.gov/dph/Environmental-Health/Environmental-and-Occupational-Health-Assessment/Artificial-Turf-Fields>

## UNA Board Meeting

# ARTIFICIAL TURF HEALTH CONCERNS

## General Information & Considerations

### How can people be exposed to the chemicals in the crumb rubber?

To date, studies on the release of chemicals from crumb rubber have reported very low concentrations of chemicals. Although exposure to these chemicals is expected to be low, the primary ways that people can potentially be exposed include:

- Incidental ingestion.
- Breathing in small particles of crumb rubber or vapors released from the fields.
- Direct skin contact.

### Have any studies shown health effects with exposure to crumb rubber chemicals?

The U.S. Environmental Protection Agency (EPA) states that current information from a number of tire crumb studies does not show an elevated health risk from playing on fields with artificial turf or crumb rubber.

### What about per-and polyfluoroalkyl substances (PFAS) in artificial turf?

The possibility that artificial turf fields may contain PFAS is an area of active research. However, because the PFAS concentrations detected in fields are within the range of “background” PFAS concentrations detected in soils and in surface waters as a result of atmospheric deposition, it is impossible to determine whether the PFAS originated from the turf or from other sources such as atmospheric deposition.

### What are the environmental impacts of crumb rubber?

- Harmful/hazardous chemicals found in crumb rubber and plastics used in synthetic turf (PFAS) stay “bound” in these manufactured products and do not naturally leach or enter the environment.
- EPA, ECHA & other authorities recommend further research.

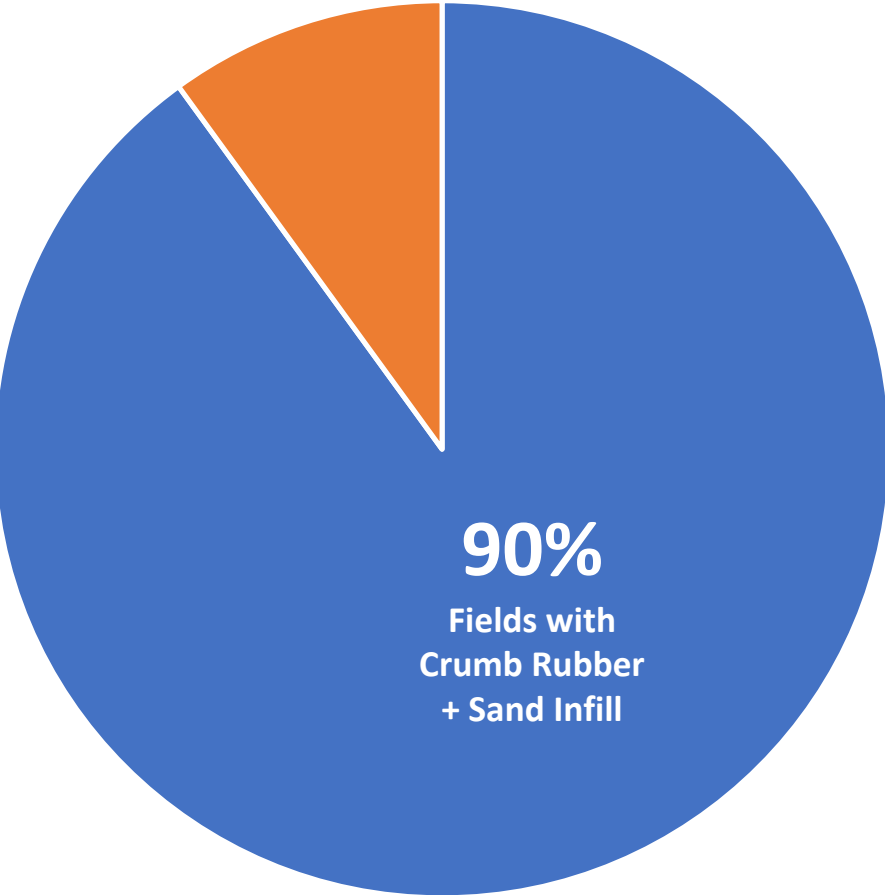
<https://portal.ct.gov/dph/Environmental-Health/Environmental-and-Occupational-Health-Assessment/Artificial-Turf-Fields>

UNA Board Meeting

# WHERE IS THE MARKET HEADED IN THE PACIFIC NORTHWEST?

Artificial Turf Trends in 2023 / 2024

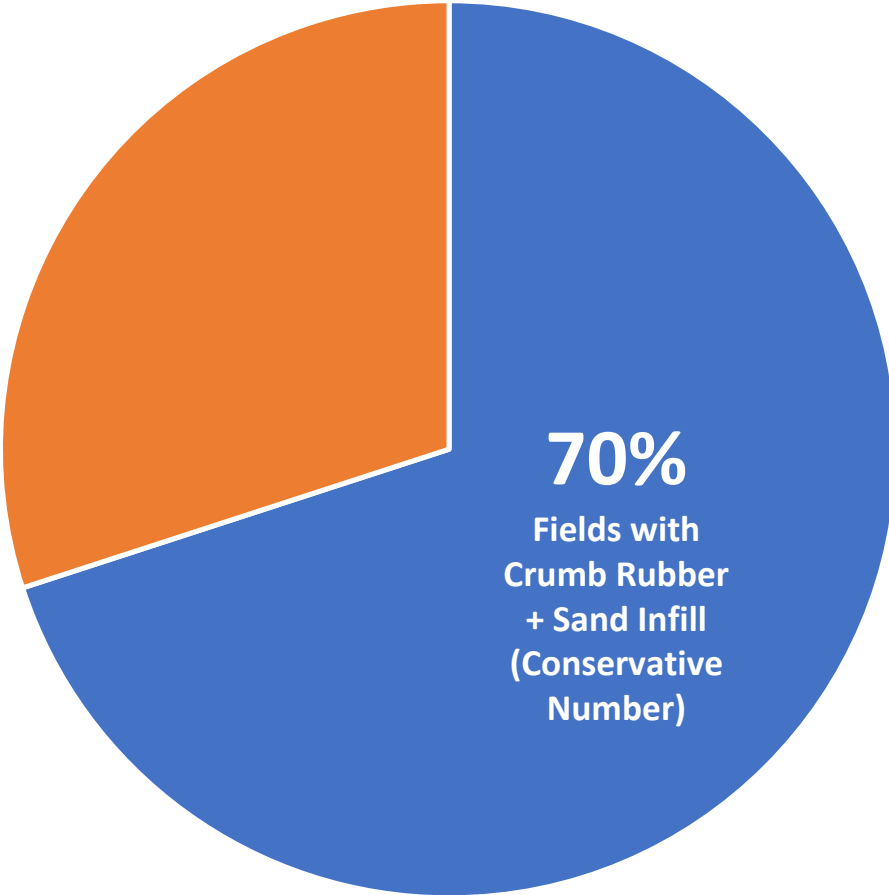
MANUFACTURER / INSTALLER #1:



**Crumb Rubber + Sand Field Installations:**

- BRITISH COLUMBIA
- Aldergrove
  - Burnaby
  - Langley
  - Nanaimo
  - North Vancouver
  - West Vancouver
  - White Rock

MANUFACTURER / INSTALLER #2:



**Crumb Rubber + Sand Field Installations:**

- BRITISH COLUMBIA
- Port Coquitlam
  - Sydney
  - Vancouver
  - Victoria
- WESTERN CANADA
- Calgary
  - Edmonton
  - Winnipeg

Note:


























- Both Manufacturers / Installers identified increased concerns with the use of TPE infill – associated with infill clumping under extended periods of high temperatures without rain.
- Both Manufacturers / Installers identified an increase in inquiries associated with EPDM infill, although the associated cost typically resulted in the use of EPDM not being pursued.
- One Client identified Crumb Rubber concerns being driven by urban heat island effect as opposed to user health issues.



UNA Board Meeting

PROJECT CONSIDERATIONS MATRIX

Balanced Decision-Making

ARTIFICIAL TURF	KEY DECISION-MAKING CONSIDERATION	NATURAL TURF
	<b>USER NEEDS</b> Types of Recreational Activities / Sports Specific Requirements	
	<b>CAPACITY</b> Meeting User Group Demands / Level of Use (high or low impact on surface)	
	<b>ENVIRONMENTAL:</b> <div>   Climate - Average Temperature   Climate - Average Rainfall  Urban Heat Island Effect   Water Usage / Consumption  Stormwater Infiltration / Capture   Carbon Release – manufacturing   Carbon Release – maintenance &amp; operations  </div>	
	<b>SOCIAL IMPACTS</b> <div>   User Perception (subjective)   Public Perception (subjective) </div>	
	<b>HEALTH IMPACTS</b> General Health Concerns / Benefits of Physical Activity Player Safety – abrasion, traction, shock absorption, heat	
	<b>PROJECT COSTS</b> Construction / Maintenance & Operations (Project Specific) Revenue Generation to Offset Costs Lifecycle Replacement	

UNA Board Meeting

**PROJECT CONSIDERATIONS**

Artificial Turf Field Replacement

**BASE BID:**

- The supply and installation of 10,000 square meters (125m X 80m) of synthetic turf sports surfacing.
- Meets or exceeds the most current published standards for FIFA Quality certified synthetic turf fields.
- Is a complete synthetic turf system, including (but not limited to):
  - A shock pad.
  - A minimum 45mm pile height, 300-micron, dual/hybrid fibre system (combination of monofilament and slit film).
  - ‘Like-for-like’ silica sand and crumb rubber infill.
  - Can accommodate all applicable line markings.
- Can withstand full climatic exposure - resistant to insect infestations, rot, fungus, mildew, ultra-violet light and heat degradation.
- Has the basic characteristic of flow-through drainage – allowing the free movement of surface water through the turf.

**ALTERNATE PRICE #1:**

- Synthetic turf system as per the Base Bid but with a silica sand and EPDM infill (colour to be green).

**ALTERNATE PRICE #2:**

- Synthetic turf system as per the Base Bid but with a silica sand and TPE infill (colour to be green).

**PROVISIONAL PRICE #1:**

- If an extension to the eight (8) year warranty is available, the Proponent should indicate the term and cost per field.

**PROVISIONAL PRICE #2:**

- Field maintenance, as per manufacturer’s recommendations:
  - 1-year / 2-year / 3-year maintenance program options.



# UNA Board Meeting OPEN DISCUSSION



December 2023



### Initial Project Cost

		Option A (Like for Like)	Option B (Alternative - EPDM)
	Project Cost	\$ 1,000,000	\$ 1,400,000
	Capital Reserve	\$ 1,000,000	EPDM Funding Shortfall \$ 400,000
			CWF \$ 200,000
			Unrestricted Fund \$ 200,000

### 10 Year Financial Projections - Field Replacement Cost

Year	Inflation (per year)	Option A (Like for Like)	Option B (Alternative - EPDM)
2023	103%	\$ 1,000,000	\$ 1,400,000
2032		\$ 1,304,773	\$ 1,826,682

### Annual Capital Contributions Projections

	Reserve Contribution Share		Reserve Contribution Share	
	Option A (Like for Like)		Option B (Alternative -EPDM)	
Contribution Share (Joint Use Agreement)	40% 60%		Same as Option A VSB Contribution	
	VSB	UNA	VSB	UNA
Total Project Cost	\$ 521,909	\$ 782,864	\$ 521,909	\$ 1,304,773
Annual Capital Contributions	\$ 52,191	\$ 78,286	\$ 52,191	\$ 130,477
			Additional contribution to cover the incremental capital cost beyond Like for Like \$ 52,191	



**Report Date:** December 5, 2023  
**Meeting Date:** December 19, 2023  
**From:** Athena Koon & Wegland Sit, Interim Co-Chief Administrative Officers  
**Subject:** December Management Update

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## **Background**

The December 2023 Management Update is presented for information.

## **Decision Requested**

For information.

## **Discussion**

### **INTERIM CO-CHIEF ADMINISTRATIVE OFFICERS**

December 2023 was spent developing the UNA's 2024/25 budget and working on a variety of governance-related items, such as the online voting system RFP, the Neighbours Agreement schedules, and the annual committee appointments.

A copy of the Interim Co-Chief Administrative Officers' responsibilities calendar for the coming month has been attached to this report.

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

### ***Board Relations***

- Attended the November 2023 Land Use Advisory Committee, the December 2023 Governance & Human Resources Committee, and the December 2023 Neighbours Agreement Committee meetings.
- Supported the Board in the recruitment process for the new Chief Administrative Officer.

### ***Operations***

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



### ***Finance***

- Assisted with budget planning work – participating in providing feedback in developing the public consultation webpage.

### ***Risk Management***

- Supported the Operations Manager in discussions regarding insurance coverage.

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

- Attended the semi-monthly UNA + UBC Administrative meeting.
- Met with the Management Team regularly to support and provide feedback to ensure departmental initiatives are met and on track.

### ***Human Resources***

- Supported the Recreation Manager in ongoing staff planning and related onboarding paperwork.

### ***Community Relations***

- Assisted with the promotion of the Land Use Advisory Committee member nominations.

## **COMMUNICATIONS**

### **Seasonal Marketing Materials**

Following the Communications Team and Recreation Program Team's seasonal marketing meeting, the Communications Team has been working on producing the promotional materials that the Rec Team has requested and have programming the rollout of the promotions in our calendars.

### **Program Descriptions Overhaul**

The Communications Manager has been working with the Assistant Manager, Programs and Events on a complete rewriting of all UNA program descriptions with emphasis on refreshing the copy and ensuring that we are following standard terminology and a consistent voice throughout. The new program descriptions will be in place in the *Program Guide*, the UNA website and Xplor for Spring/Summer 2024 programming.

## Land Use Advisory Committee Recruitment

The Communications Team has been working on recruiting new members for the Land Use Advisory Committee. The call for members was posted on the UNA website, the UNA community newsletter and *The Campus Resident*. The deadline to apply was December 12 and a report has been submitted to the Board.

## *The Campus Resident* Update

*The Campus Resident* released its fourth issue on December 7, 2023. The issue was published on the newspaper's website and it is supplemented with a printed digest that was delivered to addresses in the UNA and UBC areas. Copies of the printed digest are also available for pick-up at the community centres. To sign up to receive *The Campus Resident* newsletter, you can visit the website at [www.thecampusresident.ca](http://www.thecampusresident.ca).

It was unfortunate timing that *The Campus Resident* website suffered an outage for about 24 hours right on December 7 (date of publication). The issue stemmed from our web partner's hosting provider going through a network outage that affected over 15,000 websites. Our web partner guaranteed that at no point was our data/information compromised since the servers were fine, but that it was the connection to the internet that was not working. Our web partner did have our website backed up on a different server, but, unfortunately, that backup server was also affected by the network outage. Our web partner has committed to moving their backup servers to a different provider so, hopefully, that mitigates the chances of this happening again in the future.

## UNA Website

Our website undergoes regular updates, introducing fresh content and features. Here are some highlights of what we've been working on this past month:

- **Winter 2024 Programs:** The Winter 2024 season programs are now viewable on the website. We are pleased to report that our website stayed stable during registration day when we receive a higher-than-normal rate of visitors.
- **(Coming Soon) New Budget Landing Page:** We are currently working on a new Budget Page; this page is set to include more information on the UNA budget and a detailed breakdown of the UNA's budget processes.
- **Website Updates:** With the start of a Winter programming season, we are constantly updating and adding new posts/pages/events to support all our programs.

## Testing of YouTube Live Stream for Board Meetings

To help increase accessibility of the UNA's public Board Meetings, the Communications Team is working with our IT Specialist in testing out a YouTube live stream for UNA Board Meetings. Our initial testing from last month was mostly successful, however there are a few hiccups that we are hoping to solve during the second test during the December Board meeting. We are on track for our target launch of early 2024 (January or February).

## Other Work

- Organized staff seasonal birthday party.
- Support for CEAC in planning a winter social event targeting newcomers, adults and seniors.
- Support for Recreation Manager in liaising with UBC Athletics and Recreation in promoting their programs on our platforms.

## RECREATION

Even after a full year of growth, we are continuing to grow and change with the community. In January of this calendar year, UNA Recreation was a singular department with 8 lead staff. As we approach 2024, we are a department consisting of three pillars; Customer Service & Facilities, Health & Wellness and Programming & Events, supported by 12 lead staff and now as we run through December and into January, we grow by one more and look to support our diverse newcomer population. The position of Volunteer & Newcomer Support Coordinator is now active, and we are seeking out the best candidate to develop and grow the position specifically the areas of volunteers and the very many newcomer residents as outlined from our Recreation, Programming, and Culture Review.

WESBROOK Community Centre continues to be filled with energy throughout the day. Classes are running strong, and drop-in continues to be popular. As programming winds down in the next week, we have ensured that plenty of open space and drop-in will be available for residents, over the holiday break.

OLD BARN Community Centre at the time of this report continues it's upgrades to the roof. The community space, continues to see many visitors and the new living room, is always in use. Recreation is currently working with a small user group on the purchase of smaller multi-play Fitness staff continue to book equipment orientation appointments and personal training workouts onsite ensuring patrons, are well trained on the safety and use.

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

Staffing Update:





**Claire Smith**, Programming Coordinator will be taking leave of the UNA, in December to prepare for the anticipated arrival of a new family member in January. We wish Claire and partner Graeme our best and look forward to the announcement, updates, and return.

In the anticipation of Claire's leave, we have completed interviews and are in the process of hiring a "temporary" programming coordinator to join our team.

**Elias Rieger**, Connected Community Coordinator as noted in a previous report submitted his resignation however, due to a change in Elia's personal life, he has withdrawn his resignation and will be continuing his work with the UNA for the foreseeable future.

The position of **Old Barn & Volunteer Coordinator** will cease on December 22<sup>nd</sup>, due to the position no longer being required. The new position of **Seniors Coordinator** has been accepted by **Linda Quamme** and will be starting on January 15<sup>th</sup>, 2024, with a primary focus on the promotion of social and connection activities for the communities' seniors. It is expected that the position will be filled internally.

As previously mentioned, the position of **Volunteer & Newcomers Support Coordinator** is active and we are currently accepting resumes, with a closure date of December 18<sup>th</sup>, 2024. The position will open until the ideal candidate is found. The position will work to recruit and support our many volunteers, in addition to serving newcomers to the UNA, providing workshops, social gatherings, events and guidance.

#### New Staff Update:

- Alina Stadnyk, the new Program Coordinator, has been hired and will start on December 18.

#### Staffing Training Updates

Staff is currently undergoing training in the following areas:

- First Aid Certification
- Workplace Bullying and Harassment / Online Bullying
- Xplore Recreation Systems

### **New & Ongoing Projects**

#### UBC Athletics & Recreation Committee

General Operational Hours, as well as types of drop-ins.

WINTER 2024 UBC AQUATIC CENTRE POOL SCHEDULE		
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DATE	AQUA FIT	DROP-IN
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MONDAYS	11:15am - 2:00pm	8:00am – 3:45pm, 5:15pm - 9:30pm
TUESDAYS	10:00am – 12:50pm, 6:00pm – 7:00pm	6:45am – 3:45pm, 5:00pm - 9:30pm
WEDNESDAYS	11:15am – 2:00pm	10:15am – 3:45pm, 5:15pm - 9:30pm
THURSDAYS	9:00am – 1:00pm	6:45am – 3:45pm, 5:15pm - 9:30pm
FRIDAYS	11:15am – 1:00pm	8:00am – 3:45pm, 5:15pm – 9:30pm
SATURDAYS		7:00am – 8:30pm
SUNDAYS		8:30am – 8:30pm

\*Facility programming includes Community Swim (Leisure and Recreation), Length Swim (25m and 50m), Training Swim, Sensory-Sensitive Swim, Two-Spirit Trans Non-Binary Swim, Community \$3 Swim and Aqua Fit programming.

\*Times reflected above may include several programming at the same time or just one programming option

\*Pre-registered times generally occur 6:30-8:30am Monday – Saturday and 4:00-5:00pm Monday to Friday

UBC has highlighted some of the pre-reg times remaining as well as other opportunities that UBC has created based off UNA feedback:

- Sensory Sensitive Swims on Wednesday mornings
- \$3 Community Swim Nights on Saturdays 6:00pm-8:30pm

UBC recommends any members of the UNA should always consult the online schedule prior to visiting: <https://recreation.ubc.ca/aquatics/schedule/>

#### UNA/UBC Newcomers Project

Tied into the Recreation Review is the newcomer's project, chaired by the UNA Recreation Manager, the future successful applicant of the Volunteer & Newcomers Support Coordinator and Dr. Henry Yu. The UBC group presented a brief report on assisting specifically new Chinese residents with acclimation to living in the UNA. The report was

discussed within the group and returned for a second draft, asking for a more inclusive approach to UNA residential newcomers.

Further discussion has resulted in an agreement to continue to liaise both in the development of a curriculum to be carried out by the Volunteer & Newcomers Support Coordinator but also in the formation of strategic partnerships, and resources including funding. The posting for the position has been shared with Dr. Henry Yu.

#### Hours of Operation from September 1 to December 31, 2023

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

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

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

#### Christmas Party Update

- Date of Party: December 18<sup>th</sup>, 2023
- UNA Facilities Early Closure:
  - Wesbrook Community Centre 4:00PM
  - Old Barn Community Centre 4:00 PM (Public) 5:00 PM (YMCA)

## Summary – Qiuning

### General Front Desk Service

In November, the Front Desk staff continue to support programs and events taking place at both facilities, including two successful events at WCC: Diwali on Nov 12 and Community Yard Sales on Nov 19, both with over 400 people in attendance.

The winter celebrations are underway. Christmas trees and decorations are all up. The UNA Winter Fest is on December 16 at OBCC and the CEAC event A Masquerade Party on Dec 22 at WCC, both to add holiday cheers to families and residents. The winter program registration opened on Dec 4 with a strong community uptake.

New residents continue to move into the UNA neighbourhoods. 455 new clients enrolled in our registration system including 269 UNA and 60 UBC/UTown members. 69 parking applications were reviewed, and 29 new paid parking permits were issued.

For bookings, seven external room rentals and two birthday parties were hosted in November. Happy to see the increased community use of our space for holiday celebrations - 15 room rentals and three birthday parties have been booked for December.

### Facility Management

#### Restricted Access to Youth and Seniors Centre

The Youth and Seniors Centre at WCC has been closed to youth drop-in to address the rodent infestation from the misuse of the space. The room will be reopened during the holidays with increase supervision from the Front Desk staff. The room use policies for next year will be reviewed with the arrival of the new Youth Coordinator and initiatives of engaging youth in observing community centre's code of conduct and respectful use of facilities.

#### Rodent Infestation at WCC

There were multiple reports in November on mice activities at WCC in the areas of the Rec Office, Staff Kitchen, Youth and Seniors Centre, and the storage rooms on the ground floor. There were trapped dead ones as well as live ones. A supplementary pest control service was called on November 28 to replenish the traps and baits. They also helped identify a few areas with gaps that need to be closed, such as the entryways from the north side of the building and the holes inside the cabinets in the office.

### Staff Updates

First Aid Training have been scheduled for four Front Desk staff members: Mariia Gureva, Aisha Mulzet, Gurneet Arora and Ana Alvarez on Dec 8 and 9.



Kayla Kenney has resigned from the Front Desk Agent position and her last day is Dec 15, 2023.

## **RECREATION TEAM MONTHLY BOARD REPORT - PROGRAM COORDINATORS**

### Summary – Josie

#### **Registration Updates** (Josie)

Winter 2024	#s as of Dec 5
Programs offered	277
Registered participants	963
Waitlist	67 – mostly piano/violin
Withdrawals	9

Category	Revenue as of Dec 5
Physical Activity	\$56,607.02
Arts	\$20,509.49
Music	\$18,116
Education	\$15,247.10
Camps	\$4955.20
Events	\$0
<b>TOTAL</b>	<b>\$115,434.80</b>

#### **Programming-Wide Updates**

- Registration has opened for Winter 2024. See table above.
- A new Program Coordinator (maternity leave coverage) has been hired. Alina Stadnyk starts on Dec 18. Thank you to Claire and Kirkland for leading the hiring process while I was on vacation.
- The position of Youth Coordinator has been shortlisted and we are completing interviews this week. We hope to have the new Youth Coordinator start in January.
- Upcoming events: Dec 16 – Winter Festival

#### **Program Coordinator Updates** *Claire*

- November 24<sup>th</sup>, 2023 was a school Pro-D day, and we hosted a successful Sportball Multi-Sport camp. 10 children ages 6-10 were registered, bringing in

\$712.50 of revenue. Activities included dodgeball, handball, soccer, and basketball.

- For the first time in many years, we offered priority registration for private music lessons. This meant that students currently registered for music lessons could reserve their space before registration for Winter 2024 opened to the public. 30 students took advantage of priority registration. We received lots of appreciative feedback from parents who are often stressed about getting their child registered with their preferred music teacher each season!
  - New program for winter: Bharata Natyam Dance

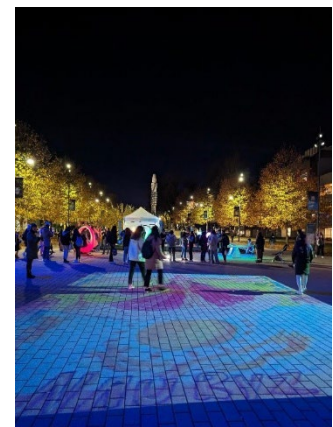


## **Program Coordinator Updates** *Kirkland*

- During the month of November, our Get Active! program received a grant from UBC Thrive. Thrive month at UBC runs during November and is a time for the UBC community to learn about, talk about, and explore ways to support our mental health. We used the grant to host two sessions. The first was focused on discussing self care, followed by painting as a way of releasing stress and expressing our emotions. The second session was a Pilates class at the Old Barn. Both sessions went off without a hitch and created a safe place for the women in this program to discuss their own experiences with mental health.
- Starting in Winter 2024, we will be offering new sports programs including Australian Football, Game Day Cheerleading, Family Karate, Teens & Adults Karate, Yoga for Kids, and Qi Gong. New education programs will include 3D Modelling and Printing, Engineering and Robotics with Lego WeDo, and Minecraft Coders Intermediate.

## **Connected Community Coordinator Updates** *Elias*

- Our system has had 15 new youth Volunteer Applications in September.
- We filled 29 event volunteer shifts, for the Yard Sale, Diwali, and Family Movie Night.
- Supported UBC Community Programs & Outreach (UTown@UBC) events:
  - Thrive by the Fire:
    - The kick-off event for UBC's Thrive Month, which promotes mental health in the UBC community. There was live music, propane firepits, a community engagement zone, and free wellness care packages.
  - Light Up Lee Square:
    - The unveiling event for a design competition to select new animations for the Lee Square Projector. This year's theme was "Share How





You Celebrate", where community members were invited to create a design inspired by their culture and the holidays and traditions that are meaningful to them. The competition saw several entries from children who live on campus. The winner in the Child/Youth category was Dariya R, a UNA resident.

- "This painting shows the spirit of Nauryz, a Kazakh celebration that represents starting anew and coming together. The main focus is on a young Kazakh girl wearing traditional clothes, representing the strength of her culture that was hidden during the time when the Soviet Union controlled the region."
- As the winning designs were unveiled, Lee Square was transformed into a playful plaza of fun for all-ages with glow in the dark seesaws and swings, a live DJ, gourmet hot chocolate, and more. Many UNA families were in attendance.

### **Program Coordinator Updates Linda**

- Volunteers
  - We currently have 255 adult volunteers listed in our system. For the Fall we had over 40 adult volunteers that facilitated, instructed and/or assisted with programs.
- Seniors Programs:
  - Programs are wrapping up and it has been nice to see volunteers coming forward to help provide free programming for the seniors in our community. New for Fall, we had volunteers provide art lessons, teach soccer skills and give guided meditation sessions. Coming up in Winter, we look forward to having a regular senior volunteer for Seniors Gym.
- Newcomers
  - English Conversation Classes- many of them had parties to celebrate the holiday season. Volunteer instructors related the strong sense of community and the friendships created in their classes.
- Social/Community Building Programs
  - Our social and community building programs are all going strong. The French Club, Let's Cook Club, Mahjong, Book Clubs, Sewing and Knitting Studio, Walk and Talk are just a few examples of opportunities for people to connect socially while sharing an activity or interest.
  - The new program Food for Thought: A series of meaningful conversations, was a great success, running at full capacity. A comment from one of the volunteer facilitators after the first session: *"I thought people might leave at 8pm when we wound things up but by 8:40, I had to tell them to put away their tea cups and go home. They were very comfortable standing around talking to one another. The living room worked well; everyone could move around comfortably and it created a friendly, homey atmosphere. I really*

*believe the Community Centres are the heart of UBC.” This new program will return for the Winter term.*

- New programs for Winter
  - Newcomers Support Group will move to Saturday mornings at WCC and the focus will shift to providing support for newcomer families with youth. It will be facilitated by a group of local youth who will be able to speak from their own experiences and how they adapted to life in Canada.
  - Newcomers English Club (Thursday afternoons at WCC) will start in January and provide a casual opportunity for English Language Learners to practice speaking and ask questions. There will be a different topic each week based on the interest of the participants. This program will be hosted by two seniors who are eager to meet with newcomers and to help them settle into life in Canada.
  - For the youngest members of our community, a support group for parents with babies will be meeting in the Old Barn Living Room (day and time TBD)

## Health and Fitness – Kieran Petty, Fitness Supervisor

### UNA RECREATION - MONTHLY FITNESS REPORT

**DATE: NOVEMBER 2023**

Submitted by: Kieran Petty, Fitness Centre Supervisor

### Wesbrook Community Centre - Membership Revenue

Pass	Youth	Youth Revenue	Resident	Resident Revenue	Non-Resident	Non-Resident Revenue	Total #	Total \$
10 Punch Pass	14	\$533.40	61	\$2,809.58	23	\$1,314.22	98	\$4,657.20
1 Month Pass	24	\$914.40	70	\$3,190.54	20	\$1,142.80	114	\$5,247.74
3 Month Pass	3	\$314.28	40	\$4,457.31	1	\$142.86	44	\$4,914.45
6 Month Pass	0	\$-	12	\$2,304.72	3	\$714.30	15	\$3,019.02
Year Pass	2	\$666.66	9	\$3,428.55	2	\$857.14	13	\$4,952.35
<b>Total</b>	<b>43</b>	<b>\$2,428.74</b>	<b>192</b>	<b>\$16,190.70</b>	<b>49</b>	<b>\$4,171.32</b>	<b>284</b>	<b>\$22,790.76</b>





**Old Barn Community Centre - Membership Revenue**

Pass	Youth	Youth Revenue	Resident	Resident Revenue	Non-Resident	Non-Resident Revenue	Total #	Total \$
10 Punch Pass	1	\$23.81	19	\$542.83	8	\$304.80	28	\$871.44
1 Month Pass	0	\$-	13	\$371.41	2	\$76.20	15	\$447.61
3 Month Pass	3	\$157.14	4	\$304.76	0	\$0.00	7	\$461.90
6 Month Pass	0	\$-	2	\$285.72	1	\$238.10	3	\$523.82
Year Pass	0	\$-	0	\$0.00	1	\$238.10	1	\$238.10
<b>Total</b>	<b>4</b>	<b>\$180.95</b>	<b>38</b>	<b>\$1,504.72</b>	<b>12</b>	<b>\$857.20</b>	<b>54</b>	<b>\$2,542.87</b>

**Combined - Membership Revenue**

Pass	Youth	Youth Revenue	Resident	Resident Revenue	Non-Resident	Non-Resident Revenue	Total #	Total \$
10 Punch Pass	12	\$533.40	80	\$3,352.41	31	\$1,619.02	126	\$5,504.83
1 Month Pass	24	\$914.40	83	\$3,561.95	22	\$1,219.00	129	\$5,695.35
3 Month Pass	6	\$314.28	44	\$4,762.07	1	\$142.86	51	\$5,219.21
6 Month Pass	0	\$-	14	\$2,590.44	4	\$952.40	18	\$3,542.84
Year Pass	2	\$666.66	9	\$3,428.55	3	\$1,095.24	14	\$5,190.45
<b>Total</b>	<b>44</b>	<b>2428.74</b>	<b>230</b>	<b>17695.42</b>	<b>61</b>	<b>5028.52</b>	<b>338</b>	<b>\$25,152.68</b>

**Wesbrook Community & Old Barn Fitness Center - Visits**

Day of Week	Location	Total Visits
Sunday	WCC	335

	OBCC	18
<b>Monday</b>	WCC	593
	<b>OBCC</b>	<b>84</b>
<b>Tuesday</b>	<b>WCC</b>	<b>606</b>
	OBCC	42
Wednesday	WCC	384
	OBCC	33
Thursday	WCC	513
	OBCC	25
Friday	WCC	424
	OBCC	24
Saturday	WCC	319
	OBCC	14
TOTAL VISITS UNA FITNESS		<b>3414</b>

New & Noteworthy:

1. 3 new Fitness Centre Attendants starting with the UNA in December/January
  - a. Robert Fournier, Kanishk Kapoor, and Anika Santos
2. Old Barn fitness contest running for the month of December:
  - a. Workout to Win: each time someone works out at the OBCC Fitness Centre, they will be entered to win 1 of 3 3-session personal training packages with a trainer of their choice (to be used at Old Barn Fitness Centre only). Draw is taking place January 4, 2023.
  - b. November 2022 Passes & Revenue Compared to 2023:

**TOTAL WCC PASSES SOLD NOV 2022**

- Monthly Total Pass's Sold → 203 (39.9% increase in 2023)
- Monthly Revenue → \$14,357.35 (58.7% increase in 2023)

**TOTAL OBCC PASSES SOLD NOV 2022**

- Monthly Total Pass's Sold → 28 (92.8% increase in 2023)
- Monthly Revenue → \$950.69 (167.4% increase in 2023)

**BOOKINGS REPORT NOVEMBER 2023**

Room	Room Number	Booked	Number of Times	Total Hours	Rate	Booking	Tax included
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Art Room	107	Yes	2	2	\$ 60.00	\$ 120.00	\$ 126.00
Art Room UNA/UBC	107	Yes	1	3	\$ 54.00	\$ 162.00	\$ 170.10
Multi- purpose Room	201	Yes	3	9	\$ 80.00	\$ 720.00	\$ 756.00
Studio A UNA/UBC	205	Yes	1	120	\$ 22.50	\$ 2,700.00	\$ 2,835.00
<b>Total</b>			<b>7</b>	<b>134</b>		<b>3702</b>	<b>\$ 3,887.10</b>

Number of inquiries November	47
Finalized November Bookings	4
Finalized December Bookings	3
Finalized January Bookings	0
Pending payment	0
Non completed Bookings	40
<b>Total</b>	<b>47</b>

## OPERATIONS + SUSTAINABILITY

### Sustainability

#### Hawthorn Community Garden Plot Repair Project

We are excited to report the Hawthorn Community Garden plot repair was largely completed. We are working with the municipal team to finalize the work to resurface garden pathways with mulches.

### Operations

#### Old Barn Community Centre Roof Replacement Update

At the time of writing this update, the Old Barn Community Centre roof replacement project is at 90 - 95 percent completion. As the project is weather dependent, favorable dry and warm conditions helped move the project along smoothly and keeping it on

schedule. At this point, we are expecting the project to wrap up before the end of the fourth week of December.

### **Connection: Tapestry and Norma Rosa PAC**

In response to the recent sidewalk accident that involved a tapestry resident, a follow up meeting was setup. This meeting included representatives from the UNA, Tapestry and Norma Rosa PAC. The meeting was largely positive and generated several collaboration ideas. The focus of this ideal is to foster understanding connection between Tapestry resident, Norma Rosa Students and Family, and the Wesbrook community; strengthen multigeneration learning opportunities through pen pal and valentine artwork; develop videos and accompany signage that will help general awareness.

### **Mundell Waterway Repair Updates**

[UBCPT](#) reported that the initial scope of repairs to the waterway was successful. After initial testing on the waterways, there is a concern with the existing underground piping system, and as a precaution, it has been recommended that further assessment be completed. Once a full review is complete, a schedule for reopening the waterway can be developed and communicated.

### **Cross Jurisdiction Boundary Noise Concern**

A noise issue related to a mechanical rooftop was raised by UNA residents regarding a new building adjacent to Chancellor Area. Initial noise measurement was conducted, and adjustments were made to the rooftop unit setting, and repair work also submitted to a nearby manhole cover. A follow up measurement is pending. Having said that, this case highlights the convoluted nature of living in the UNA area, and the general challenge of managing cross jurisdiction issues. For example, noise travels from UBC jurisdiction - noise is under UBC Campus Planning management, and as it travels across to UNA jurisdiction – noise is now managed under the regulatory UNA Noise by law that is based on City of Vancouver (COV) Noise Control Bylaw that has a lower evening sound limit.

As the UNA and the campus are densifying with new buildings and residents, it is expected that there will be a gradual increase of noise related issues over the long term. The operations team will continue to monitor the current situation, while working internally to review the UNA Noise Bylaw. At the same time, the UNA will continue to work with UBC Campus Planning to review and address cross boundary noise concerns on a case-by-case basis.

## **FINANCE**

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

- Working on public consultation webpage for 2024/25 budget

- Financial system upgrade
- Year end preparation (calendar year end)

**Details:**

***Working on public consultation webpage for fiscal 2024/25:***

Based on the feedback received from the November Board meeting, have been working with the Comm team of setting up the public consultation page for the fiscal 2024/25 budget. The draft page should be launched before the Christmas break.

***Financial System Upgrade:***

Since the Finance Manager was away and the soon coming Christmas break, as mentioned the financial system upgrade to cloud project has been on hold and will resume the implementation plan in January 2024.

***Year End Preparation***

Preparation for calendar year end reporting is underway. Interim payroll records have been reviewed and various calendar year end reports and new year roll over tasks have also been scheduled and results have been summarized and be ready to go once we starts the new calendar year to 2024.

**Financial Implications**

None.

**Operational Implications**

None.

**Strategic Objective**

None.

**Attachments**

1. Interim Co-Chief Administrative Officers Responsibilities Calendar

**Concurrence**

1. Dave Gillis, Recreation Manager



UNIVERSITY  
NEIGHBOURHOODS  
ASSOCIATION

**UNA BOARD MEETING  
OPEN SESSION**

2. Glenda Ollero, Communications Manager

Respectfully submitted,

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Athena Koon  
Interim Co-Chief Administrative Officer

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Wegland Sit  
Interim Co-Chief Administrative Officer



## **Interim Co-Chief Administrative Officers: Distribution of Responsibilities**

The UNA Board is aiming to have a new Chief Administrative Officer appointed in January 2024/February 2024. During the interim, Athena Koon and Wegland Sit will be handling the responsibilities of the Chief Administrative Officer. Below is a list of high-level responsibilities that have been distributed between them.

### **Athena Koon, Finance Manager**

- Finances
- Human Resources
- Board Relations
- External Representation
- Regulatory Compliance

### **Wegland Sit, Operations Manager**

- Board Relations
- Operations & Sustainability
- Corporate Administration
- Community Relations
- External Representation

For contracts, purchases, and other actions that would normally require authorization from the Chief Administrative Officer, Athena Koon and Wegland Sit will be alternating authority as follows:

### **Athena Koon**

- November 1, 2023 – November 22, 2023
- December 13, 2023 – December 22, 2023
- January 2, 2024 – January 12, 2024
- February 5, 2024 – February 16, 2024

### **Wegland Sit**

- November 22, 2023 – December 12, 2023
- December 25, 2023 – January 1, 2024
- January 15, 2024 – February 2, 2024
- February 19, 2024 – February 29, 2024



**Report Date:** November 22, 2023  
**Meeting Date:** December 19, 2023  
**From:** Chris Hakim, Corporate Services Specialist  
**Subject:** 2024 UNA Board Meeting Schedule

---

### **Background**

The 2024 UNA Board Meeting Schedule is attached for information.

### **Decision Requested**

For information.

### **Discussion**

The UNA Bylaws require that the Board meet at least 6 times each calendar year.

The Board Rules of Procedure note that the Chair must determine the dates, times, and location of the regular Board meetings. It also notes that the Chief Administrative Officer, or their delegate, must prepare, in consultation with the Chair, a schedule of the dates, time, and locations of the regular Board meetings for the year and must post the schedule of regular Board meetings on the UNA's website.

The attached schedule includes one scheduled meeting per month, for every month except August. The meetings will take place on the third Tuesday of every month, starting at 5:30 pm. With 2024 being an election year for the UNA, the attached schedule includes an inaugural Board meeting in December 2024.

Meetings will typically take place in the Social Room at the Wesbrook Community Centre; however, the schedule notes that at the discretion of the Chair, the meeting format may change to be a partially electronic or fully electronic meeting, in which case the meeting notice will provide information regarding the communications medium.

### **Financial Implications**

None.

### **Operational Implications**

None.



**Strategic Objective**

Creating Connection

**Attachments**

1. 2024 UNA Board Meeting Schedule

**Concurrence**

None.

Respectfully submitted,

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Chris Hakim  
Corporate Services Specialist

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Athena Koon  
Interim Co-Chief Administrative Officer

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Wegland Sit  
Interim Co-Chief Administrative Officer



## 2024 Regular Meetings of the UNA Board of Directors

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January 16, 2024  
Tuesday

February 20, 2024  
Tuesday

March 19, 2024  
Tuesday

April 16, 2024  
Tuesday

May 21, 2024  
Tuesday

June 18, 2024  
Tuesday

July 16, 2024  
Tuesday – Tentative – As Needed

August 2024  
No meeting

September 17, 2024  
Tuesday

October 15, 2024  
Tuesday

November 19, 2024  
Tuesday

December 10, 2024  
Tuesday – Inaugural Board Meeting

December 17, 2024  
Tuesday

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Meetings will be held at 5:30 p.m. in-person at the Wesbrook Community Centre.  
At the discretion of the Chair, the meeting format may change to be a partially electronic  
or fully electronic meeting, in which case the meeting notice will provide  
information regarding the communications medium.



**Report Date:** December 1, 2023  
**Meeting Date:** December 19, 2023  
**From:** Chris Hakim, Corporate Services Specialist  
**Subject:** UNA Committee Appointments

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## Background

The Board appoints individuals to several different committees, both UNA and external ones. The terms of reference for these committees vary, and the membership of these committees is typically reviewed annually, with any changes to committee appointments to be dealt with at the December Board meeting. The terms of reference for each committee can be [found on the UNA website](#).

The following report, which utilizes recommendations from the Chair where applicable, includes a schedule of recommended committee appointments for the 2024 calendar year.

## Decisions Requested

1. THAT the Board re-appoint Director Glassheim, Director McCutcheon, and Director Watson to the Land Use Advisory Committee.  
AND THAT the Board re-appoint Director Glassheim as the Chair of the Land Use Advisory Committee.
2. THAT the Board appoint Directors (up to two) to the Community Engagement Advisory Committee.  
AND THAT the Board appoint a Director as the Chair of the Community Engagement Advisory Committee.
3. THAT the Board confirm that there will be no other changes to the existing makeup of the other committees.

## Discussion

A schedule of the current membership lists of and proposed appointments to various committees is listed below. The membership lists and proposed appointments noted below only include Board Directors. Any conversations regarding appointing or removing members of resident members to UNA Committees take place in closed session.

Where no specific members have been recommended it will be up to the Board to determine the makeup of the committees.



Committee	2023 Committee Members	Proposed 2024 Committee Members	Notes
Finance & Audit Committee	<b><u>Directors</u></b> Director Holmes (Chair) Director Liu <i>Vacancy</i> <i>Vacancy</i>	<b><u>Directors</u></b> Director Holmes (Chair) Director Liu <i>Vacancy</i> <i>Vacancy</i>	<p>Up to four Directors can be appointed by the Board, on the recommendation of the Board Chair. Chair and Vice-Chair of the Committee are the persons appointed by the Board to these positions, on the recommendation of the Board Chair. One UBC Member may attend and participate in meetings, as per the Neighbours Agreement (2020) and UNA Bylaws. The UBC Member does not have a vote.</p> <p><b>No specific term. The Board Chair is to review the composition of the Committee annually and may review the composition at other times. Following the review, the Board Chair may recommend to the Board that a committee member be replaced, that a vacancy be filled, or that a new person be appointed the Committee Chair or the Committee Vice-Chair.</b></p>
Governance & Human Resources Committee	<b><u>Directors</u></b> Chair Watson (Chair) Director McCutcheon (Vice-Chair) Director Glassheim	<b><u>Directors</u></b> Chair Watson (Chair) Director McCutcheon (Vice-Chair) Director Glassheim	<p>The Committee will be comprised of the Board Chair and up to two Directors appointed by the Board, on the recommendation of the Board Chair. The Committee Chair and Vice-Chair will be selected by the Board from among the Directors. A UBC Member may be invited to attend from time-to-time.</p> <p><b>No specific term. The Board Chair will review committee membership on an annual basis and make recommendations to the Board for changes. The Committee may from time-to-time invite a UBC Member to meet with the committee.</b></p>
Neighbours Agreement Committee	<b><u>Directors</u></b> Director Holmes (Chair) Director McCutcheon	<b><u>Directors</u></b> Director Holmes (Chair) Director McCutcheon	<p>Committee members are outlined in the terms of reference. Chair is Director Holmes.</p> <p><b>No specific term. A Committee member who is a UNA Director does not cease to be a member on ceasing to be a Director.</b></p>





Land Use Advisory Committee	<b><u>Directors</u></b> Director Glassheim (Chair) Chair Watson Director McCutcheon	<b><u>Directors</u></b> Director Glassheim (Chair) Chair Watson Director McCutcheon	Committee will include up to three Directors, one of whom shall be appointed as Chair.  <b>Chair will be appointed by the Board for a two-year term, except that an individual appointed as Chair ceases to be Chair if the individual ceases to be a Director. Appointments of Directors are for a two-year term, except that membership on the Committee ceases upon ceasing to be a Director. Appointments of Resident Members are for a two-year term. The AMS appoints a student to participate in the Committee's open sessions, as per UNA-AMS MOA.</b>
Community Engagement Advisory Committee	<b><u>Directors</u></b> Director Kang (Chair) <i>Vacancy</i>	<b><u>Directors</u></b> <i>Vacancy</i> <i>Vacancy</i>  Board to appoint Directors to fill vacancies.	The Committee will include up to two Directors, one of whom shall be appointed as Chair by the Board.  <b>Chair will be appointed by the Board for a two-year term, except that an individual appointed as Chair ceases to be Chair if the individual ceases to be a Director. Appointments of Directors are for a two-year term, except that membership on the Committee ceases upon ceasing to be a Director. Appointments of Resident Members are for a two-year term. The AMS appoints a student to participate in the Committee's open sessions, as per UNA-AMS MOA.</b>
UNA-UBC Liaison Committee	<b><u>Directors</u></b> Chair Watson Director Glassheim Director McCutcheon	<b><u>Directors</u></b> Chair Watson Director Glassheim Director McCutcheon	The Committee will include three members of the Board, appointed by the Board, one of whom must be the UNA Chair. The Board will appoint one of their appointees to serve as one of the Co-Chairs of the Committee.  <b>An individual appointed by the UNA ceases to be a member of the Committee on the earlier of the appointment of a replacement member by the Board and the cessation of the individual's membership on the Board. No specific term.</b>
Joint Financial Task Force	<b><u>Directors</u></b> Chair Watson (Co-Chair) Director Holmes Director McCutcheon	<b><u>Directors</u></b> Chair Watson (Co-Chair) Director Holmes Director McCutcheon	UNA Membership: <ul style="list-style-type: none"><li>- (Co-Chair), Chair, UNA</li><li>- Resident Director Finance Committee member, UNA</li><li>- Resident Director Position or resident at large, UNA (appointed by UNA Chair)</li></ul> <b>No specific term.</b>



UNA-AMS Joint Advisory Committee	<b><u>Directors</u></b> Chair Watson (Co-Chair) Director Liu Director McCutcheon	<b><u>Directors</u></b> Chair Watson (Co-Chair) Director Liu Director McCutcheon	<p>The Committee will include the UNA Chair, the UNA CAO, and two Board Directors appointed by the Board.</p> <p><b>No specific term.</b></p>
Newspaper Editorial Committee	<b><u>Directors</u></b> Director Glassheim (Chair) Director Liu	<b><u>Directors</u></b> Director Glassheim (Chair) Director Liu	<p>The Committee will be comprised of up to two Board Directors, one of whom will be appointed Chair. The Committee will also include up to seven resident members.</p> <p><b>Chair will be appointed by the Board for a two-year term, except that an individual appointed as Chair ceases to be Chair if the individual ceases to be a Director. The UNA Chair is to review the composition of the Committee annually and may review the composition at other times. The UNA Chair may recommend to the Board that a Committee member be replaced, that a vacancy be filled, or that a new person be appointed the Committee Chair. No specific term for Directors or Resident Members appointed to the Committee.</b></p>



**Financial Implications**

None.

**Operational Implications**

None.

**Strategic Objective**

UNA Community and Stakeholder Relations

**Attachments**

None.

**Concurrence**

None

Respectfully submitted,

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Chris Hakim  
Corporate Services Specialist

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Athena Koon  
Interim Co-Chief Administrative Officer



UNIVERSITY  
NEIGHBOURHOODS  
ASSOCIATION

**UNA BOARD MEETING  
OPEN SESSION**

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Wegland Sit  
Interim Co-Chief Administrative Officer



**Report Date:** December 7, 2023  
**Meeting Date:** December 19, 2023  
**From:** Chris Hakim, Corporate Services Specialist  
**Subject:** UNA Online Voting System Procurement Report

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## Background

On September 27, 2023, the UNA's members approved a special resolution at the UNA Annual General Meeting (AGM) 2023 amending the UNA Bylaws to implement electronic voting for the UNA Director Elections. Moving forward, the Board is responsible for approving a secure online voting system.

This report details the timeline for approving and implementing a secure online voting system. In addition, this report provides discussion questions for the Board to consider as staff prepare a request-for-proposals (RFP) process for procuring a secure online voting system.

## Decision Requested

For information.

## Discussion

Pursuant to UNA Bylaw 5.2, voting in an election is to take place online and the Board is responsible for approving a secure online voting system. In order to procure that system, staff will conduct an RFP and assist the Board with selecting a preferred vendor that hosts that secure online voting system. This RFP will allow the Board and staff to receive cost quotes to operate the UNA's elections on a vendor's online voting system, as well as how that system meets the UNA's needs.

A timeline of the procurement process is detailed below.



As staff prepare for the RFP process, there are questions for the Board to consider of which when reviewing the draft RFP process. The questions for the Board to consider are:

1. What features (technical and non-technical) is the Board looking for in an online voting system?
2. Would the Board prefer the third-party vendor to manage (or assist with managing) the election?

Staff have already developed a list of baseline requirements for any online voting system to ensure that it operates a secure and compliant election. Some of those requirements include:

- The system provides voters with a secure method to vote online and verify that their vote has been successfully processed.
- The system ensures that only eligible voters, based on a membership list provided by the UNA, may vote in the UNA's election.
- The system ensures that only one vote per voter is accepted.
- The system must comply with all relevant electoral procedures and rules that the Board has approved.
- The system and its technological infrastructure are considered to be secure, and their security has been verified by a credible external auditor.

As a reference point, a table of some notable features regarding some vendors and their systems is provided below. Please note that this is not a comprehensive list of vendors in the online voting market. In addition, this is not a list of all features of a vendor's profile and their system – these features are what is openly advertised by each vendor.

Vendor Name	Notable Features
Simply Voting	<ul style="list-style-type: none"> <li>• Offers the option to assist with managing your elections for a premium</li> <li>• Kiosk/polling station support</li> <li>• Multilingual translation support</li> <li>• Data stored in Canada</li> <li>• Experience with Canadian municipal elections</li> </ul>
Scytl	<ul style="list-style-type: none"> <li>• Can customize system to fit niche needs for a premium</li> <li>• Multilingual translation support</li> <li>• Data stored in Canada</li> </ul>



	<ul style="list-style-type: none"> <li>• Experience with Canadian municipal elections</li> </ul>
Sequent	<ul style="list-style-type: none"> <li>• Open-source system code</li> <li>• Wide range of voter authentication options</li> </ul>
Intelivote	<ul style="list-style-type: none"> <li>• Offers the option to assist with managing your elections for a premium</li> <li>• Multilingual translation support</li> <li>• Data stored in Canada</li> <li>• Experience with Canadian municipal elections</li> </ul>
Voatz	<ul style="list-style-type: none"> <li>• Voting is only available via mobile voting</li> <li>• Voter biometric verification</li> </ul>

The RFP document by a slate of Ontario municipalities for the procurement of an online voting system is attached to this report to serve as an example and reference.

Following the December 2023 Board meeting, staff will finalize the details of the RFP process, and conduct the procurement in January 2024.

### Financial Implications

The primary financial costs would be the vendor's fees to use an online voting system. This cost will vary depending on the vendor's quote.

### Operational Implications

This is the first part in the UNA's process to procure a secure online voting system for its elections. Staff will use the feedback provided by the Board to inform the RFP and will recommend a proposal, from the suite of submitted proposals, to the Board for selection.

### Strategic Objective

Governance



**Attachments**

1. 2022 Ontario Municipal and School Board Elections Online Voting RFP

**Concurrence**

None.

Respectfully submitted,

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Chris Hakim  
Corporate Services Specialist

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Athena Koon  
Interim Co-Chief Administrative Officer

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Wegland Sit  
Interim Co-Chief Administrative Officer

# Request for Proposals for the Supply of an Internet and Telephone Voting System for the 2022 Municipal and School Board Elections

Township of Augusta

Township of Edwardsburgh-Cardinal

Township of Elizabethtown-Kitley

Township of Front of Yonge

Township of Leeds and the Thousand Islands

Village of Merrickville-Wolford

Municipality of North Grenville

Township of Rideau Lakes

Town of Prescott

Town of Gananoque

City of Brockville

## RFP No. TOP2021-ITVS

## **1.0 Introduction**

Eleven member and partner municipalities (hereinafter referred to as “the Clients”) of the United Counties of Leeds and Grenville have decided to proceed with a joint Request for Proposals (RFP) for the supply of an Internet and Telephone Voting System, (hereinafter referred to as the “Voting System”) for the October 2022 Municipal and School Board Elections.

Appendix “E” lists the municipalities with their respective council composition, ward divisions (if any), number of electors at the 2018 elections, and school trustees.

These municipalities are:

1. Township of Augusta;
2. Township of Edwardsburgh-Cardinal;
3. Township of Elizabethtown-Kitley;
4. Township of Front of Yonge;
5. Township of Leeds and the Thousand Islands;
6. Village of Merrickville-Wolford;
7. Municipality of North Grenville;
8. Township of Rideau Lakes;
9. Town of Prescott;
10. Town of Gananoque; and
11. City of Brockville.

The material, equipment and voting system shall be made available in both English and French.

## 2.0 Alternative Methods of Voting

The following is a list that represents each municipality's method of voting (as known at this time):

<b>Municipality</b>	<b>Internet</b>	<b>Telephone</b>	<b>Paper Ballots</b>	<b>Paper with Tabulator</b>	<b>Vote by Mail</b>
Augusta	X	X			
Edwardsburgh-Cardinal	X	X	X		
Elizabethtown-Kitley	X	X	X		
Front of Yonge	X	X	X		
Leeds and the Thousand Islands	X	X		X	
Merrickville-Wolford	X	X	X		
North Grenville	X	X	X	X	X
Rideau Lakes	X	X			
Prescott	X	X	X		
Gananoque	X	X			
Brockville	X	X			

## 3.0 Guidelines for Proposals

### Proposal submission

Proposals will be evaluated by the Evaluation Team on the criteria outlined at Section 4.0 of this document. The objective of the evaluation and selection process is to identify the proposal that effectively meets the requirements outlined in this RFP and provides the best value to the Clients, not necessarily at the lowest cost. The Clients and each individual municipality reserve the right to negotiate with any or all proponents if deemed necessary. The Clients reserve the right to reject any or all offers and to discontinue this RFP process without obligation and/or liability to any proponent.

Despite a joint RFP, the successful proponent will enter into an individual contract agreement with each municipality and each municipality reserves the right to opt-out from this RFP process. Such a decision shall not impact the outcome of the Proposal.

Each municipality may, at its discretion, hire an independent consultant to verify the accuracy and security of the voting system. As such, the proponents may be asked to provide the use cases that may have been used for the voting system development, and any other document that may be required by the consultant to effectively carry out the verification.

## 4.0 Criteria for Proposal Submission

The Proponent's proposal shall include the following sections:

- I. Proponent Synopsis;
- II. Executive Summary;
- III. Scope and Approach;
- IV. System Description;
- V. Requirements;
- VI. Project Timing;
- VII. Support;
- VIII. Fees;
- IX. Legal Terms and Conditions.

The detailed requirements for each above-mentioned section are outlined below.

### Detailed Response Requirements

#### I. Proponent Synopsis

This section should identify the official registered name of the company (corporate, partnership, etc.), address, main telephone number, toll free numbers, facsimile numbers, e-mail addresses and contain a description of the company, including year of incorporation, assets, founders, number of employees, etc. This section should also identify the person(s) authorized to



contractually bind the organization and shall describe and provide resumes of the team that will be assigned to the project. Further, this section should provide information regarding the company's experience in Ontario municipal elections and in other relevant fields. This section shall include a minimum of two current corporate references connected with Internet and telephone voting services (i.e. municipal, provincial or federal governments), including company name, contact name, title, address, telephone number, and client relationship synopsis, at least one of which shall be an Ontario municipality.

II. Executive Summary

This section should present a high-level description of the proponent's response to the RFP. It should be a brief overview which identifies the main features and benefits of the proposed electronic voting system.

III. Scope and Approach

This section should detail the various tasks and deliverables from the date the contract is awarded through to the day of the elections and concludes when the period for an application to appeal to the Superior Court of Justice has elapsed.

IV. System Description

This section should include the overall description of the voting system, security features to avoid system hacking to ensure secrecy of the vote, procedures to be completed before votes can be cast, procedures to validate voters, and the method and approach used to manage the overall project and client correspondence. The Clients will be using Datafix (Voterview) software to manage the Voters' List. It is preferred that the system be fully compatible with Datafix (Voterview) software and allow full and live integration with Datafix products until the close of voting. The Voting System shall include intrusion detection programs, firewalls, antivirus and other protection against hacking. The proponent shall be responsible for data protection, data backup and data security.

V. Requirements - Mandatory and Desired

From the list of "Mandatory and Desired" features and services included in Appendices "D.1" and "D.2", the proponent shall state its level of compliance and ability to deliver the features and/or services. If a Proposal does not fulfill the Mandatory Requirements of the RFP (Appendix "D.1") entirely, the Proposal will not proceed to Step Two of the Evaluation.

VI. Project Timing

This section should provide a description of how the project will unfold from the beginning to the end, including a breakdown by phase with the date of delivery.

VII. Support

The Proponent shall describe the technical and logistic support that will be proposed during system installation, and more critically, on the day of elections.

VIII. Fees

This section shall include the fees for each phase of the project. The fee schedule shall be included in a separate sealed envelope clearly identified as to its content.

IX. Legal Terms and Conditions:

a. Insurance Requirements:

The Proponent shall submit a letter from an insurance company licensed to underwrite insurance in the Province of Ontario with an AM Best Rating of no less than A-. Once a proponent is granted the contract it is required that proof of insurance coverage is provided prior to the commencement of the project, and until the termination of the contract or otherwise stated of:

- Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000.00 per Occurrence / Annual aggregate for any negligent acts or omission by the Proponent relating to its obligations under this agreement. Such insurance shall include but is not limited to bodily injury; contractual liability; premises, property and operations; non-owned automobile; broad form property damage; owners & contractors' protective coverage; occurrence property damage; products and completed operations; employees as Additional Insured; contingent employers' liability; Employers Liability; tenants legal liability; cross liability and severability of interest clause. Such insurance shall not contain a failure to perform exclusion.

The policy shall include the Clients as Additional Insured with respect to the operations of the Proponent. The insurance shall be non-contributing and apply as primary and not as excess of any insurance available to the Clients.

- Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$5,000,000.00, inclusive, for each and every loss.

- Professional liability including media liability insurance coverage shall be obtained to a limit of not less than \$5,000,000.00 per claim/aggregate. If such insurance is issued on a claim made basis, coverage shall be maintained for two years following the conclusion of services or include an extended reporting period of one year after expiry of the policy.
- Technology Errors and Omissions Insurance and Network Security: Coverage shall be purchased in an amount not less than \$2,000,000.00, and coverage shall be underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall include coverage for claims resulting from network risks such as data breaches, unauthorized access, theft of confidential information, invasion of privacy, destruction, alteration or damage to electronic information, intellectual property infringement such as copyright, trademarks, service marks and trade dress. The policy shall be renewed for 3 years after contract termination. Evidence of coverage must be provided to the municipality. If the policy is to be cancelled or non-renewed for any reason, 90-day notice of said cancellation or non-renewal must be provided to the municipality. The municipality has the right to request that an Extended Reporting Endorsement be purchased by the contractor at the contractor's sole expense.
- The policies noted above shall not contain a deductible greater than \$5,000.00. The proponent shall be responsible for all deductibles and the Clients shall bear no cost towards the deductible.
- The proponent is responsible to keep their property/assets insured. Failure to do so shall not impose any liability on the Clients.
- The policies shown above shall not be cancelled unless the Insurer notifies the Clients in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Clients.
- The proponent shall provide a Certificate of Insurance evidencing coverage in force at least 10 days prior to contract commencement.
- The successful Proponent shall defend, indemnify and save harmless the Clients, elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred

expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the successful proponent, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of the project. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the proponent.

The successful proponent agrees to defend, indemnify and save harmless the Clients from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the proponent's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the proponent.

b. Contract Requirements:

The successful proponent shall enter into a formal contract with each municipality noted in Section 1.0 for the services to be provided. Such contract shall incorporate the provisions of this RFP and the specifics of the proponent's proposal. The contract shall be governed by and subject to the laws of Ontario and any applicable federal legislation.

c. Security clearance:

Proponents shall submit a letter of commitment to provide, before the signature of the contract, a criminal check of each member of the team that will be involved throughout the whole election process.

d. Third party:

None of the services to be provided shall be assigned to third parties or subcontractors unless the proponent has the prior written approval of the Clients to do so.

## **5.0 Evaluation Factors for Award**

Proposals will be considered by the Evaluation Team based on the criteria listed below. The Evaluation Team will include a minimum of three clerks from the Clients' municipalities. Proponents shall ensure that the information they provide includes sufficient material to assess the proponent's capabilities in the areas indicated. Proposals will be graded to reflect the quality of the response.

### Scoring of Proposals:

Criteria	Evaluation
<b>Step One - Responsiveness to Mandatory Requirements (Appendix “D.1”).</b> If a Proposal does not fulfill the Mandatory Requirements of the RFP (Appendix “D.1”) entirely, the Proposal will not proceed to Step Two of the Evaluation.	<b>Pass/Fail</b>
<b>Step Two – Section 4.0</b> <ul style="list-style-type: none"> <li>Proponent Synopsis; <b>8pts</b></li> <li>Executive Summary; <b>2pts</b></li> <li>Scope and Approach; <b>10pts</b></li> <li>System Description/Requirements; <b>20pts</b></li> <li>Project Timing; <b>3pts</b></li> <li>Support; <b>5pts</b></li> <li>Legal Terms and Conditions. <b>2pts</b></li> </ul>	<b>50</b>
<b>Minimum Scoring to go to Step Three</b>	<b>40/50</b>
<b>Step Three - Price</b> <ul style="list-style-type: none"> <li>If minimum scoring of 40 is reached, the envelope containing the price will be opened. Otherwise, the Proposal is rejected and the envelope containing the price will be returned unopened to the proponent.</li> <li>A maximum score of twenty-five points may be allocated to the lowest qualifying Proposal (excluding HST). The second and subsequent Proposals (excluding HST) will be deducted one point in accordance with each \$2,500 variance to the lowest Proposal (points will be rounded up to the nearest whole number, e.g. lower \$35,000, and next one at \$41,600 = \$6,600 difference ÷ \$2,500 = 2.64, will be rounded to minus 3 points.</li> </ul>	<b>25</b>
<b>Total points maximum</b>	<b>75</b>

Proponents may be asked to make a presentation to the Evaluation Team in order to obtain clarification or to give a final scoring in case of ties.

## 6.0 Proposals Deadline

Proposals shall be submitted no later than 3:00 p.m. on October 20, 2021.

## **Appendix A – Instructions to Proponents**

### **1. Submission of Proposals**

Proponent is responsible for:

- i. providing one hard copy of the Proposal and one digital copy on a USB key (excluding the Price Schedule) to be included in the Proposal envelope;
- ii. submitting the Proposal on the Form of Proposal set forth accompanied by all documents required. No other Form of Proposal will be accepted and any other submitted will be rejected. The Proposal must be signed by an authorized official of the proponent's firm and submitted in a sealed envelope clearly identified on the outside as to its contents (the price shall be in a separate sealed envelope clearly identified as well);
- iii. ensuring that the Price Schedule is submitted in a separate, sealed and clearly identified envelope. Proponents that fail to submit the price in a separate envelope will have their Proposal rejected and removed from further consideration;
- iv. reading the specifications carefully as no changes to the Proposal will be permitted once it is submitted;
- v. understanding that Proposals which are incomplete, conditional or obscure in the sole opinion of the Evaluation Team, may be rejected;
- vi. ensuring that the Proposal is clearly expressed and completed in ink or typewritten. All erasures, overwriting or strikeouts must be initialized;
- vii. understanding that in order for the Proposals to be considered, including Proposals delivered by courier, they must be received at the Town of Prescott, P.O. Box 160, 360 Dibble Street West, Prescott, Ontario, K0E 1T0 by the Proposal Closing Date and Time indicated in this Request for Proposals;
- viii. understanding that the Clients will not accept Proposals submitted by facsimile or other electronic means;
- ix. ensuring that any supplementary information and literature, either as was requested or as deemed by a Proponent to be relevant to its Proposal, be included with the Proposal. Should such additional information in anyway qualify or restrict the Proposal, it may result in the Proposal being rejected.



## **2. Clarifications:**

All questions regarding this RFP are to be addressed by e-mail to Lindsey Veltkamp, Director of Administration/Clerk, no later than the last day for questions at the following e-mail: [lveltkamp@prescott.ca](mailto:lveltkamp@prescott.ca).

To ensure consistency and quality of information to proponents, answers to questions will be circulated to all proponents without revealing the source of the questions.

Following receipt of questions, if the Clients believe a correction to this RFP is necessary or desirable, an addendum to the RFP shall be issued and circulated to all proponents.

## **3. Schedule:**

Request for Proposals:	September 22, 2021
Last Day for questions:	October 5, 2021
Answers to questions:	October 13, 2021
Proposal Closing Date:	October 20, 2021 at 3:00 p.m. (Eastern Standard Time)

## **4. Late Proposals:**

Late Proposals will not be accepted. Proposals received after the stipulated Proposal Closing Date and Time will be returned unopened.

## **5. Proposal Review Process:**

Upon request, the names of the proponents and the submitted pricing will be available to the public following the closing of the RFP.

## **6. Unbalanced Prices:**

Documents containing prices which appear to be unbalanced and likely to adversely affect the interest of the Clients may be rejected.

## **7. Collusion:**

Proponents shall not engage in collusion of any sort and shall prepare its Proposal without any knowledge of, comparison of figures with or arrangement with any other person or firm submitting a Proposal for the same requirement.

## **8. Conflict of Interest:**

In connection with its Proposal, each proponent shall:

- (a) avoid any conflict of interest in relation to any members of council of the Clients and disclose any potential conflict of interest with any candidates once nomination papers have been filed;
- (b) disclose to the Evaluation Team without delay any real, apparent or potential conflict of interest that arises during the RFP Process; and
- (c) comply with any requirements prescribed by the Evaluation Team or the clerks after a contract has been signed to resolve any conflict of interest.

If the Evaluation Team believes a conflict of interest exists, it will notify the proponent(s) involved and provide an opportunity to respond and/or explain. In addition to all contractual or other rights or rights available at law, the Evaluation Team may, in its sole discretion, exclude a proponent from this or any future RFP Process if the proponent fails to disclose a real, potential or perceived conflict of interest or the proponent's conflict of interest cannot be resolved to the satisfaction of the Evaluation Team.

## **9. Return Envelope:**

The following is the information required on the return envelopes. Documents to be returned to:

Town of Prescott  
360 Dibble Street West, P.O. Box 160  
Prescott, Ontario, K0E 1T0

**Proposal for:** Internet and Telephone Voting System  
**Proposal number:** RFP No. TOP2021-ITVS  
**Proposal closing:** October 20, 2021 at 3:00 p.m.  
**Company name:**

### **Envelope 1 – Proposal**

**Proposal for:** Internet and Telephone Voting System  
**Proposal number:** RFP No. TOP2021-ITVS  
**Proposal closing:** October 20, 2021 at 3:00 p.m.  
**Company name:**

### **Envelope 2 – Pricing Information**

## **Appendix B – SPECIAL PROVISIONS**

### **1. Workplace Safety and Insurance Board**

The proponent shall pay to the appropriate provincial Board/Commission all assessments and levies owing to the Board/Commission in respect to any resulting contract and any unpaid assessments or levies shall be the sole responsibility of the proponent.

Prior to commencing work, proponents are required to be registered in Ontario and must provide evidence of compliance with the requirements of the Province of Ontario with respect to workers' compensation insurance.

Prior to commencing work, out-of-province proponents not required to be registered in Ontario shall provide proof that their employees are covered by an insurance which offers protection at least equivalent to the protection offered by the Workplace Safety and Insurance Board for work related injuries or sickness.

### **2. Occupational Health and Safety Act**

Proponents should note that, where the provisions of the Province of Ontario's *Occupational Health and Safety Act* and Regulations apply to the services to be provided under a contract resulting from this RFP, all the responsibilities and obligations imposed upon the "Contractor" under this Act must be assumed by the proponent. All costs for services and/or materials required to fulfil these obligations shall be included in the Proposal price quoted. Should the Clients become aware of any violations of this Act and/or regulations, a notification will be made to the appropriate authorities. Where warranted, work could be suspended or terminated without cost to the Clients.

The proponent shall fulfill all obligations of the *Occupational Health and Safety Act*, and further agree to take responsibility for any health and safety violation that may occur. Furthermore, if the Clients (or any of its council members or employees) shall be made a party to any charge under the *Occupational Health and Safety Act* in relation to any violation of the said Act arising out of this contract, the proponent shall indemnify and save harmless the Clients from any and all charges, fines, penalties, and costs that may be incurred or paid by the Clients.

### **3. Assignment:**

The contract(s) shall be binding upon the parties hereto and respective successors.

#### **4. Intent of Proposal:**

The intent is to secure Proposals for the supply of an Internet and Telephone Voting System (as per Section 2.0), for the 2022 municipal and school board elections as described in the specifications. It is the Clients' intent that this RFP permits fair and open competition. It shall be the proponent's responsibility to advise the Clients in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. The Clients must receive such notification no later than the last day to submit questions.

#### **5. Specifications:**

Unless otherwise stated by the proponent, the Proposal will be considered as being in accordance with the Clients' applicable standard or ~~special~~ specifications outlined in the Proposal document. The Clients reserve the right to determine if the equipment/product being proposed is an acceptable alternate. All goods shall be new and of current production unless otherwise so stated in the Proposal. Any unsolicited alternate Proposal, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this Proposal, may disqualify the Proposal.

## **Appendix C – GENERAL CONDITIONS**

### **1. Interpretation:**

In this document “Project” means the whole of the project, services and materials required to be done, furnished and or performed by the Proponent in order to carry out the contract(s).

### **2. Status of the Proponent:**

The proponent is engaged as an independent contractor for the sole purpose of performing the Project. Neither the proponent nor any of its personnel is engaged as an employee, servant or agent of the Clients.

### **3. Amendments:**

No amendment to the contract(s) shall be binding unless it is incorporated into the contract(s) by written amendment executed by the authorized representatives of the Clients and of the Proponent.

### **4. Conduct of the Project:**

The Proponent represents and warrants that it is competent to perform the Project and it has the necessary qualifications, knowledge, skill and experience to perform the execution of the Project, together with the ability to use those qualifications effectively for that purpose.

The proponent shall supply everything necessary for the performance of the Project.

The proponent shall carry out the Project in a diligent and efficient manner, ensure the Project is of proper quality, material and workmanship, is in full conformity with the specifications, and meets all other requirements of the contract(s).

### **5. Compliance with Applicable Laws:**

The proponent shall comply with all laws applicable to the performance of the Project.

### **6. Worker’s Rights:**

The proponent shall abide by the hours of work and minimum wage rates for occupations involved in accordance with the regulations of the Ministry of Labour or other appropriate legislation of the Province of Ontario or the Government of Canada.

## **7. Subcontracting:**

Unless otherwise provided in the contract(s), the proponent shall obtain the consent of the Clients in writing prior to subcontracting or permitting the subcontracting of any portion of the Project to any other company or organization, including, but not limited, to the printing of the Voter Letters and envelopes.

Notwithstanding the above, the proponent may, without prior consent of the Clients, subcontract such portions of the Project as is customary in the carrying out of similar contracts.

In any subcontract, the proponent shall, unless the Clients otherwise consent in writing, ensure that the subcontractor is bound by the terms and conditions of the contract(s).

## **8. Assignment:**

The contract(s) nor the right to receive payment thereunder, shall not be assigned, in whole or in part, by the proponent without the prior consent in writing by the Clients and any purported assignment made without that consent is void and of no effect.

No assignment of the contract(s) shall relieve the proponent from any obligation under the contract(s) or impose any liability upon the Clients, unless otherwise agreed to in writing by the Clients.

## **9. Time of the Essence:**

Time is of the essence of the contract(s). Legal deadlines shall be respected.

## **10. Inspection of the Work:**

The Project and any and all parts thereof shall be subject to inspection and acceptance of the Clients.

## **11. Warranty:**

The proponent represents and warrants that the Project will be of a proper quality, free from any defect in material and workmanship, and shall be in full conformity with all other requirements of the contract(s).

Notwithstanding prior acceptance of the Project and without restricting any other terms of the Contract or any conditions, warranty or provision implied or imposed by law, the proponent shall replace or repair at its option and its own expense any part of the Project which becomes defective, or which fails to conform to the contract(s) requirements as a result of faulty or inefficient manufacture, material or workmanship.



## **12. Infringement:**

The proponent warrants that no Project furnished in accordance with the contract(s) shall infringe upon any patent, registered industrial design, trademark, trade secret, copyrighted work or other intellectual property right. The proponent, at its sole cost and expense, shall defend and hold harmless the Clients, its agents, employees and customers against any and all suits, actions and/or claims arising out of any and every charge of infringement.

## **13. Default by the Proponent:**

Where the proponent is in default in carrying out any of its obligations under the contract(s), the Clients may, upon giving written notice to the proponent, terminate for default the whole or any part of the contract(s), either immediately, or at the expiration of a cure period specified in the notice if the proponent has not cured the default to the satisfaction of the Clients within that cure period.

Where the proponent becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankruptcy or insolvent debtors, or where a receiver is appointed under a debt instrument or a receiving order is made against the proponent, or an order is made or a resolution passed for the winding up of the proponent, the Clients may, upon giving notice to the proponent, immediately terminate for default the whole or any part of the contract(s).

Upon the giving of a notice provided for in subsections above, the proponent shall have no claim for further payment other than as provided in this section, but shall be liable to the Clients for any amounts, including milestone payments paid by the Clients as well as all losses and damages which may be suffered by the Clients by reason of the default or occurrence upon which the notice was based, including any increase in the cost incurred by the Clients in procuring the Project from another source. The proponent agrees to repay immediately to the Clients the portion of any advance payment that is unliquidated at the date of the termination. Nothing in this section affects any obligation of the Clients under the law to mitigate damages.

## **14. Termination for Convenience:**

Notwithstanding anything to the contrary contained in the contract(s), the Clients may, at any time prior to the completion of the Project, terminate the contract(s) regarding all or any part of the uncompleted Project, by giving written notice to the proponent. Upon receipt of a termination notice, the proponent shall cease the Project in accordance with the notice, but shall proceed to complete such part or parts of the Project that are not affected by the termination notice. The Clients may, at any time or

from time to time, give additional termination notices with respect to any or all parts of the Project not terminated by any previous termination notice.

In the event of a termination notice being given pursuant to the subsection above, the proponent shall be entitled to be paid in accordance with the terms for termination set out in the Form of Proposal.

Only those installment amounts that were due and payable prior to the date of any termination of the contract(s) and the prorated portion of the next installment based on the number of days, if any, since the previous installment shall be payable by the Clients' municipality.

#### **15. Indemnification:**

The proponent shall indemnify and save harmless the Clients from any and all claims, demands, causes of action, loss, costs or damages that the Clients may suffer, incur or be liable for resulting from the performance of the proponent of his/her obligations under any resulting contract, as more specifically set out in Section 4.0 IX. Legal Terms and Conditions.

#### **16. Payment:**

Payment by the Clients for the Project shall be made following presentation of an invoice which correctly corresponds with the Project provided.

Unless otherwise stated, the period for payments will be within thirty (30) days, calculated from the date the invoice is received, or delivery and acceptance of the work, whichever date is later.

#### **17. Invoices:**

Payments may be deferred, at the Clients' discretion, if the following information is not shown on the invoice:

- i. Amount for the total invoice;
- ii. H.S.T. amount;
- iii. Proponent's H.S.T. number;
- iv. Date of invoice; and/or
- v. Clients' name and ship to address.

#### **18. Accounts and Audit:**

The proponent shall keep proper accounts and records of the cost to the proponent of the Project and of all expenditures or commitments made by the proponent in connection therewith, and shall keep all invoices, receipts and vouchers relating thereto.

All such accounts and records as well as any invoices, receipts and vouchers shall at all times during the contract period be open to audit, inspection and examination by the Clients.

#### **19. Fraud or Bribery:**

Should the proponent, any of his/her agents give or offer any gratuity to, or attempt to bribe any member of the awarding body, officer or servant of the Clients, or to commit fraud against the Clients, the Clients shall be at liberty to declare the proposal void forthwith. The Clients may take the whole or any part of the contract(s) out of the hands of the proponent, and to invoke the provisions of termination.

#### **20. Environmental Purchasing:**

The Clients are committed to the principles of sustainable development and will apply environmentally sound practices in fulfilling its mandate in the planning and provision of materials, services and programs. Proponents are encouraged to adopt and promote environmentally sound practices and introduce environmentally sound goods, materials and services when dealing with the Clients.

#### **21. Municipal Freedom of Information and Protection of Privacy Act:**

The Clients are subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.M.56, as amended ("MFIPPA") with respect to the protection of information under its custody and control. Accordingly, all documents provided to the Clients in response to this RFP may be available to the public unless the party submitting the information requests that it be treated as confidential.

All information is subject to MFIPPA and may be subject to release under the Act, notwithstanding your request to keep the information confidential.

#### **22. Notice:**

Any notice shall be in writing and may be delivered by hand, courier, registered mail, facsimile or other electronic means that provides a paper record of the text of the notice, addressed to the party for whom it is intended at the address of the proponent or at the last address of which the sender has received notice in accordance with this section. Any notice shall be deemed to be effective seven days from the day it is delivered, mailed or electronically sent.

#### **23. Survival:**

All of the proponent's representations and warranties set out in the contract(s), as well as the provisions concerning indemnity against third party claims, accounts and audits, shall survive the expiry of the contract(s) or the termination of the contract(s), as shall any other provision of the

contract(s) which, by the nature of the rights or obligations set out therein, might reasonably be expected to be intended to survive.

**24. Entire Agreement:**

The contract(s) constitutes the entire and sole agreement between the parties with respect to the subject matter of the contract(s) and supersedes all previous negotiations, communications and other agreements, whether written or oral, relating to it, unless they are incorporated by reference in the contract(s). There are no terms, covenants, representations, statements or conditions binding on the parties other than those contained in the contract(s).

**25. Applicable Laws:**

The contract(s) and relations between the Parties shall be interpreted, governed, and determined by the laws in force in Ontario.

## Form of Proposal

We, the Proponent, hereby offer to supply to the municipalities listed in Appendix "E" (hereinafter referred to as the "Clients") in accordance with the terms and conditions set out in the "Supply of an Internet and Telephone Voting System for the 2022 Municipal Elections" RFP, an Internet and Telephone Voting System at the price set out below.

### DESCRIPTION

The Clients have issued a Request for Proposals for the supply of an Internet and Telephone Voting System (as per Section 2.0) for the 2022 Municipal and School Board Elections (hereinafter referred to as the "Voting System"). The Voting System shall meet the requirements outlined in the RFP. The proposals from all Proponents should include but not be limited to labour, training, configurations, documentation, required materials, detailed support subscriptions package, etc.

Proposal results may be obtained at 613-925-2812 extension 6225 the next business week following the closing of the RFP date. However, until the Evaluation Team has proceeded with the assessment of all proposals received, the price will not be disclosed.

**RFP Closing Date: October 20, 2021 at 3:00 p.m. local time**

All proposals must be received at the following location not later than the Proposal Closing Date and the time indicated.

**Proposals to: Town of Prescott**  
**360 Dibble Street West, P.O. Box 160**  
**Prescott, Ontario, K0E 1T0**

<b>COMPANY NAME:</b>	<b>TELEPHONE NUMBER:</b>
<b>ADDRESS:</b>	<b>EMAIL ADDRESS:</b>
<b>SIGNATURE: _____ DATE: _____</b> <i>Authorized Officer must sign</i>  _____ <i>(Print or Type Name) Title</i>	

## Form of Proposal – page 2 of 4

### Price Schedule

I acknowledge having received Addendum #\_\_\_\_to Addendum #\_\_\_\_;

I acknowledge having received Document #\_\_\_\_to Document #\_\_\_\_answering questions submitted to the Clients by Proponents.

The following in total comprise the fees, payable in Canadian Dollars:

### Service Fee

The Service Fee for Internet and Telephone Voting System is the sum of:

- a) The total of CAD\$ \_\_\_\_ per eligible voter on the Clients' updated voter's list at the end of Election Day (the "Final Eligible Voters") comprised of the complete package of the **Internet and Telephone Voting System**.
- b) The total of CAD\$ \_\_\_\_ per eligible voter on the Clients' updated voter's list at the end of Election Day (the "Final Eligible Voters") comprised of the complete package of the **Internet Voting System only for those municipalities who opt out of the Telephone Voting**.
- c) The total of CAD\$ \_\_\_\_ per Vote by Mail on Demand Kit (if offered) or required by the Clients.
- d) Harmonized Sales Tax ("HST") as applicable.

Please indicate on a separate sheet, the cost per eligible voter for each option Clients' municipalities may choose to increase security. These fees will not be used in the scoring process.

### Installments

The Service Fee for Internet and Voting System is payable in installments as follows. Please indicate and explain the rationale for the different installments required. Use a separate sheet if additional space is required. These installments shall not exceed 50% of total cost of contract, as this amount will only be paid at the end of election period, concluding when the period for an application to appeal to the Superior Court of Justice has expired. These installments may be subject to negotiation between the Proponent and Clients.

- e) \_\_\_\_\_% on contract signing based on the eligible voters as enumerated in Appendix "E";
- f) \_\_\_\_\_% on \_\_\_\_\_based on \_\_\_\_\_; and

## Form of Proposal – page 3 of 4

- g) 50% at the Election Closing adjusted using the number of final eligible voters on the Clients' municipality's updated voter's list at that date.

Installment amounts include any and all adjustments to prior installments as a result of changes to the number of eligible voters on the Clients' municipality updated voters list for each Clients' municipality as of the date of the installment.

### Other Adjustments

In the event that all nominated positions for the 2022 municipal elections in any Clients' municipality are acclaimed and this Clients' municipality does not proceed with the 2022 municipal elections or that all nominated positions for a portion of the geographic extent of the Clients' municipality are acclaimed, the Clients' municipality shall notify the Proponent of such event on or before the Final Candidate List date as per the 2021-2022 Timing Schedule on the Form of Proposal.

In either event, the Clients' municipality shall be responsible for installments due and payable up to the Final Candidate List date based on the total number of eligible electors on the Clients' municipality updated voter's list for the whole of the Clients' municipality as of that date. Such costs are payable by the Clients' municipality within thirty (30) days of the receipt of an invoice for same from the Proponent, plus applicable taxes.

In the latter event, the Clients' municipality shall be responsible for the remaining installments due and payable after the Final Candidate List date based on the number of eligible electors on the Clients' municipality updated voter's list at the end of the election only for the geographic extent of the Clients' municipality where all nominated offices are not acclaimed.

### Termination

Only those installment amounts that were due and payable prior to the date of any termination of this Agreement and the prorated portion of the next installment based on the number of days if any since the previous installment shall be payable by the Clients' municipality.

### Relationship

Apart from the common RFP, the Clients' municipalities are not responsible for each other nor are they legally and financially liable and committed.



## Form of Proposal – page 4 of 4

### Schedule – Timing

The Proponent shall provide a timing schedule which outlines the dates when each event shall take place in order to adhere to the legislation and for the 2022 election to occur efficiently. The proposed timetable to be provided by Proponent shall include the events listed below which are mandatory, as well as the Proponent's requirements. Events in bold are deadlines set by legislation and cannot be changed.

#### **2021-2022 Timing Schedule**

<b>EVENT</b>	<b>RESPONSIBILITY OF</b>	<b>TO BE COMPLETED BY (date)</b>
Contract award as per RFP	Client	October 27, 2021
Finalize agreement with each individual municipality	Client & Proponent	December 31, 2021
<b>Question entry on ballot</b>	<b>Client</b>	<b>March 1, 2022</b>
Voter letter and envelope template	Proponent	March 8, 2022
Submission of personalized script templates for both Internet and telephone voting system to each Clients' municipality	Proponent	March 21, 2022
Reviewing and feedback of personalized system	Client	April 6, 2022
Testing of personalized system in person on site with Clients' municipalities	Proponent & Client	May 4, 2022
Testing #2 if required in person on site	Proponent & Client	May 11, 2022
<b>Nomination Day (between 9 a.m and 2 p.m.)</b>	<b>Client</b>	<b>August 19, 2022</b>
Final list of candidates (if nomination not enough – until Wednesday August 24, 2022)	Client	August 22, 2022
Pronunciation approval for telephone voting	Client & Proponent	August 31, 2022
Final voter letter and envelope approval	Client & Proponent	August 31, 2022
Script approval for telephone voting	Client & Proponent	August 31, 2022
<b>Preliminary list of electors</b>	<b>Client</b>	<b>Sep 01, 2022</b>
Mock election	Proponent	Sep 14, 2022
Voter letters mailout	Proponent	Sep 23, 2022
<b>Advance voting starts at 9:00 am</b>	<b>Both</b>	<b>Oct 17, 2022</b>
Advance Voting ends at 11:59 pm	Both	Oct 23, 2022
<b>Election Voting Day 12:00am to 8:00 pm</b>	<b>Both</b>	<b>Oct 24, 2022</b>
<b>Last recount day</b>	<b>Client</b>	<b>Dec 9, 2022</b>

## Appendix “D.1” – Deliverables - Mandatory

The following deliverables relating to the ability to conduct a municipal election under the *Municipal Elections Act* of Ontario and any applicable by-laws passed by the Clients are required.

#	Requirement	Please identify the section of your proposal that addresses each requirement
1.	The voting system and all documents to be distributed to voters shall be in English and French.	
2.	The Proponent shall have on its team, at least one bilingual person (English and French) that is skilled in both verbal and written communications, assigned to work directly with the Clients throughout the entire election process.	
3.	The Proponent shall have experienced at least one municipal election in the province of Ontario.	
4.	The Proponent shall provide technical and logistical support to the Clients’ staff, including I.T., at all stages during the election process.	
5.	The Proponent shall provide a presentation to the Council of any or all individual municipalities, if requested by the Clerk.	
6.	The Proponent shall provide training to the Clients’ staff.	
7.	During advance voting and on Election day, the Proponent shall be available to help the Clients’ staff via telephone. Questions or problems shall be answered or solved within the hour.	

8.	The Proponent shall obtain each Clients' Clerk's approval of the ballot design for the Internet voting and telephone setup and message prior to the opening of the vote. Both shall be bilingual.	
9.	The Voting system must be compatible with Datafix products and allow for updates until the close of voting.	
10.	The system shall be capable of providing a two-step process to login and to vote in an effort to validate the identity of the voter (VIN + Date of Birth).	
	The system shall include an option to operate the internet voting system in Kiosk mode for those Clients which may operate a voting place.	
11.	The Proponent shall be able to provide the Clients with legal size Voter Letter templates to be used both in French and English in an accessible font for the Clerk's approval. This Voter Letter shall include all information required for the voters to cast their votes (instructions for voting, VIN and password or other security steps required to register, candidates, dates of advance poll, etc.) The Proponent shall be able to provide the Clients with a sample envelope which shall be security tinted for the Clerk's approval.	
12.	The Proponent shall mail the official Voter Letters, sealed in the approved security tinted envelopes, directly to the Voters; except for the Voter Letters destined for multi-residential addresses and institutional addresses. The Proponent shall, if requested, deliver the official Voter Letters for multi-residential addresses and institutions identified by the Clients to each Clients' individual place of business. Cost for delivery to each Clients' place of business shall be included in the price.	

13.	The system provides the Clients with the capacity to produce additional Voter Letters on-demand, onsite.	
14.	The Proponent shall provide a video both in English and French to provide training for the elector on the voting process for both Internet and telephone voting for Clients' municipalities to add to their respective website at least 4 weeks prior to the election.	
15.	The system shall be compatible to allow voting from any computer and any mobile device, including but not limited to, smartphones, tablets and touchscreens.	
16.	The system must allow for the incorporation of questions to voters, if required.	
17.	The Proponent shall provide the opportunity for staff and candidates to test the voting system as per the timing schedule.	
18.	The system must allow the voter the choice to cast its vote via Internet or telephone (as applicable). It must allow voters the possibility to re-access the system if the voting process is interrupted and/or not completed and this from either Internet or telephone access.	
19.	Telephone voting shall be done via a toll-free TouchTone telephone access from Canada and the United States of America.	

20.	The system shall allow the voter a choice of language (French and English) and allow the voter to conduct its entire voting session in that chosen language.	
21.	The voter shall have the capacity to spoil a ballot or to “under vote”, but the system shall not allow over-voting.	
22.	The system shall confirm the voter’s selection, including the spoiling of ballots and under-voting prior to the final casting of the vote. After clicking the “Send Ballot” button, the voter shall be told that sending the ballot is irrevocable and shall be asked to confirm his or her intention to send the ballot by clicking a “Confirm” button. If the voter does not click the “Confirm” button, he or she should be able to return to the ballots to continue voting; but if he or she has confirmed, then the voting is complete. The system shall confirm that the ballot has been cast.	
23.	Voters should be able to reconnect after the computer or telephone have timed out or have been disconnected.	
24.	The system shall not allow the preliminary results of the votes cast until the election process has been ended by authorized electoral staff at the end of voting period.	
25.	On Election Day, specifically at 8:00 p.m., or as determined by the Clerk, the system shall cease to accept new accesses to the Internet and Telephone Voting System, but shall allow any and all votes in process at such time to complete.	

26.	The system shall provide by e-mail or online access to the Clerk, within ten (10) minutes of the Election closing, the signed unofficial tally of the number of votes cast for each candidate and question (if any) for each office in total and also by ward and poll where wards and polls are included in the VNF.	
27.	The system shall have the capacity of conducting a re-tally, which re-tally is agreed by the parties to be a “recount” for the purposes of the Act.	
28.	The system shall have the capacity to hold the advance vote at the date and for the length of time decided by the Clients.	
29.	The system (including any material/information to be made available to the public) shall accommodate voters with disabilities or impairments and abide by the <i>Accessibility for Ontarians with a Disability Act</i> standards in effect.	
30.	The system shall ensure that for Internet voting no contest shall be split across two screen pages. All candidates for the same office shall be visible on one screen.	
31.	The system shall allow the voter to navigate back and forth, change their selections until they click the final button.	
32.	The system shall have the capability for an Auditor to cast a specified audit ballot for each, or any candidate, prior to and during the election. The system must have the capacity for the Auditor to review the number of audit votes currently in the system and the status of each of those votes.	

33.	The Proponent shall provide sufficient voice ports and access lines to provide 10% or less blocking in the busiest hour throughout the voting period using standard queuing theory models.	
34.	The Proponent shall provide 99.99% uptime during advance voting and election day for Internet voting. The Proponent shall provide access with sufficient data ports and access lines to provide industry standard response and performance.	
35.	Once a vote has been cast there shall be no way for anyone, including the voter, to determine how he or she voted.	
36.	The system shall use predefined time-outs to disconnect computers or telephones that stay connected past a pre-set time and which display no activity.	
37.	The system shall have the capacity to track the phone number and/or the IP address where a vote has been cast and to lock access if it is noted that an unusual number of votes are cast from that location.	
38.	The voting system shall protect the privacy, anonymity and integrity of the voter's ballot. The System shall offer no possibility once the vote is cast to make a connection between the voter and the vote cast.	
39.	The system shall have the capacity to disable and enable a VIN (voter identification number) by authorized electoral staff or system administrator.	



40.	The system shall maintain detailed Audit logs to allow analysis or any suspected activity to be reviewed.	
41.	The system shall ensure that a VIN can be used only once for any office or question, independent of access by telephone or Internet.	
42.	The Proponent shall provide a validation process that ensures all the results of the election have been removed from the Proponent's system once the legislative requirement for retention has been met and the Election Official has directed the Proponent to destroy the election information. A data destruction certificate shall be provided to the Clients.	
43.	The system shall include an audit log that records, in sequence, the steps that were performed by the voter.	
44.	The system shall include intrusion detection programs, firewalls, anti-virus and other protection against hacking.	
45.	Internet voting – the actual contents of the voter's votes on the voter's computer shall be kept only in a volatile memory, so that it will be automatically erased in the event of a power failure or rebooting. Votes should not be written to long-term storage on the voter's computer for any reason, even in encrypted form.	

46.	The Proponent shall be responsible for data protection/confidentiality, data backup and data security. A detailed outline is required. The Clients may, through their staff or by an independent security company, audit and inspect the Proponent's proposed solution.	
47.	The Proponent shall outline a system recovery and disaster plan <b>which shall be submitted with the proposal.</b>	
48.	The data centre shall be located in Canada, in a site resistant to any possible weather disaster and shall be self-sufficient as to power and security.	
49.	The Proponent shall provide a backup capacity to ensure a redundant copy of the election database information which is updated at proper intervals.	
50.	The System shall provide a real time, on-site backup system.	

## Appendix “D.2” – Deliverables - Desired

The following deliverables relating to the ability to conduct a municipal election under the *Municipal Elections Act* of Ontario and any applicable by-laws passed by the Clients are desired.

#	Service / Feature	Available Yes/No Explanation on separate page
1.	The system is capable of providing additional security measures to ensure the authenticity of the voter (i.e. pre-registration, captcha, etc.)	
2.	The Proponent’s company can obtain a security clearance from either the federal or provincial government.	

## Appendix E - Request for Proposals

### Information on Clients' Municipalities

Elected Positions	Augusta	Edwardsburgh-Cardinal	Elizabethtown-Kitley	Front of Yonge	Leeds and 1000 Islands	Merrickville-Wolford
Mayor	1	1	1	1	1	1
Deputy-Mayor	1	1	--	--	--	--
Councillors - Ward 1	--	--	--	--	3	2
Councillors - Ward 2	--	--	--	--	2	2
Councillors - Ward 3	--	--	--	--	1	--
Councillors - Ward 4	--	--	--	--	--	--
Councillors - Ward 5	--	--	--	--	--	--
Councillors - Ward 6	--	--	--	--	--	--
Councillors - Ward 7	--	--	--	--	--	--
Councillors - Ward 8	--	--	--	--	--	--
Councillors - At large	3	3	6	4	--	--
School Trustees - English Public	--	1		1	1	1
School Trustees - French Public	--			1	1	
School Trustees - English Separate	--	1		1	1	1
School Trustees - French Separate	--	1		1	1	1
Police Village Trustees	--	--	--	--	--	--
Electors at 2018 Elections	5,900	5,064	8,325	2,312	9,658	2,708

<b>Elected Positions</b>	<b>North Grenville</b>	<b>Rideau Lakes</b>	<b>Prescott</b>	<b>Gananoque</b>	<b>Brockville</b>
Mayor	1	1	1	1	1
Deputy Mayor	--	--	--	--	--
Councillors - Ward 1	--	2	--	--	--
Councillors - Ward 2	--	2	--	--	--
Councillors - Ward 3	--	2	--	--	--
Councillors - Ward 4	--	2	--	--	--
Councillors - Ward 5	--	--	--	--	--
Councillors - Ward 6	--	--	--	--	--
Councillors - Ward 7	--	--	--	--	--
Councillors - Ward 8	--	--	--	--	--
Councillors - At large	4	--	6	6	8
School Trustees - English Public	1	1	1	1	1
School Trustees - French Public	1	--	--	--	1
School Trustees - English Separate	1	--	1	1	1
School Trustees - French Separate	1	1	1	1	1
Police Village Trustees	--	--	--	--	--
Electors at 2018 Elections	12,454	12,418	3,216	4,023	15,149

TOTAL OF ELECTORS FOR MUNICIPALITIES IN 2018: 81,227



**To:** Board of Directors  
**From:** Neighbours Agreement Committee  
**Date:** November 30, 2023  
**Re:** Schedule F of New Neighbours Agreement

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## Introduction

The Neighbours Agreement Committee<sup>1</sup> (the **NA Committee**) is negotiating the terms of a new Neighbours Agreement (**NA 2024**) with UBC, including the schedules to the agreement. When completed and approved, NA 2024 will replace NA 2020, the current Neighbours Agreement. The body and each of the schedules of NA 2024 are being negotiated separately.

The NA Committee has reached agreement with UBC on a proposed Schedule F for inclusion in NA 2024 (Attachment 1). That schedule deals with the use of UBC recreation facilities by UBC neighbourhood residents (**residents**), programming provided by UBC for the benefit of residents, and the amounts that UBC is entitled to withdraw from the Neighbours Fund as the contributions of residents towards the operating costs of the facilities (the **Residents Recreation Contributions**<sup>2</sup>).

Proposed Schedule F is similar to the schedule approved by the Board at its May 17, 2022 meeting as the basis for negotiation with UBC. Two areas where substantive changes have been made are the determination of Residents Recreation Contributions and the UNA's involvement in the establishment of schedules and user fees for the aquatic centre and the ice rinks. Since proposed Schedule F is fairly short and easy enough to read, this report does not summarize all its provisions. Instead, the report describes and discusses a few aspects of the schedule.

The NA Committee seeks the Board's approval of proposed Schedule F for inclusion in NA 2024. Furthermore, although the schedule does not constitute a stand-alone agreement, the NA Committee recommends that the UNA consider the schedule to be an in-force agreement.

UBC has confirmed its agreement that proposed Schedule F will be included in NA 2024 and that it will treat proposed Schedule F as if it were in force, subject to the Board doing likewise (Attachment 2).

## Recommendations

The NA Committee recommends:

THAT the Board approve proposed Schedule F, dated November 18, 2023, for inclusion in the new Neighbours Agreement.

THAT the Board confirm that the UNA will treat proposed Schedule F as if it were in force.

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<sup>1</sup> The members of the Committee are Mike Feeley, Bill Holmes (Chair), Murray McCutcheon, and Terry Mullen.

<sup>2</sup> The term "residents recreation contributions" rather than "athletics access fee" is used because it more accurately describes the amounts that UBC receives. Residents are not paying for access to the facilities; they pay user fees for access. Also, the benefit that residents receive is generally of a recreational nature, not an athletic nature.

## Residents Recreation Contributions

It has taken a considerable amount of time for the NA Committee and UBC to agree on proposed Schedule F. The principal area of disagreement related to the determination of Residents Recreation Contributions.

### *Contribution Formula*

Section 9.4 of proposed Schedule F provides that the annual Residents Recreation Contribution for the UNA's 2023/24 fiscal year and for each subsequent fiscal year is the lesser of

- (i) the amount determined by the formula

per capita rate x adjustment factor x resident population

and

- (ii) 8% of the Neighbourhood Levy payable for the calendar year in which the fiscal year ends.

### *Per Capita Rate*

The use of a per capita rate is recommended in a report prepared in 2018 by Neilson Strategies, a consulting firm that worked with UBC and the UNA. This recommendation has been endorsed by UNA staff. Based on the 2018 Neilson report and a staff analysis, the per capita rate for 2022/23 is \$43.50. The per capita rate for subsequent years is \$43.50 increased by inflation. The next four paragraphs explain how the \$43.50 was derived.

The basic principle applied in determining the per capita rate is that this rate should equal the median per capita rate of *net* spending on recreation in a set of benchmark communities minus the per capita rate of *net* spending by the UNA on recreation services ("net" means net of related revenues).

The starting point for determining the proposed per capita rate for 2022/23 was the median per capita *net* spending on recreation in eight benchmark communities during 2019. This amount is \$105.49. Staff computed this amount by updating the amount in the 2018 Neilson report. That report describes the recreation services included in calculating the per capita amount:

[E]ffort has been made to include municipal spending that occurs only on the types of recreation services that are provided by the UNA to residents (i.e., community centres and related programming), and by UBC Athletics to residents (i.e., aquatic centre, ice rinks, sports fields, other sports facilities and related programming). Spending on trail networks, cultural facilities, and other items that municipalities typically identify as recreation have been removed.

The UNA's average per capita net spending on recreation services for five fiscal years starting with 2015/16 and ending with 2019/20 was then determined. This amount is \$62.85. Subtracting this amount from the per capita rate for the benchmark communities gives a per capita rate of \$42.64 for the 2021/22 fiscal year.

The \$42.64 was increased by a 2% inflation factor to give the amount of \$43.50 for the 2022/23 fiscal year.

Sections 9.5 to 9.9 of proposed Schedule F contain provisions for a periodic review of the per capita rate at the request of either party, with a restriction on the frequency with which a review can be required. The first fiscal year for which a review may be required is the 2027/28 fiscal year.



### *Resident Population*

The resident population to be used in the formula for a fiscal year is the population, including students, of the Neighbourhood Housing Areas and Designated Buildings at the beginning of the year, using a method agreed by the parties. (Neighbourhood Housing Areas and Designated Buildings are defined in the Neighbours Agreement.)

### *Adjustment Factor*

The adjustment factor in the formula is 91.75%. The following paragraphs explain the rationale for this factor.

The NA Committee required information for determining whether the use of the per capita rate described above would be appropriate. Thus, Neilson Strategies was engaged to prepare a report comparing (i) residents' level of access to certain UBC recreation facilities and the user fees payable by them with (ii) the level of access and user fees in benchmark communities and Vancouver. The final version of the report was delivered on February 8, 2022. The report found that, while residents' access to UBC recreation facilities was generally comparable to access in the comparison communities, UBC's user fees were less favourable in several respects.

Based on the Neilson report and further considerations, the NA Committee concluded that the per capita rate needed to be reduced, and it proposed a reduction of 20% (i.e., an adjustment factor of 80%). The following are the reasons for this reduction:

- UBC's position is that no portion of the athletics fee paid by students is for the operation of recreation facilities. Assuming this position is correct, it means that students do not contribute to the cost of operation of the facilities. Thus, UBC should not be seeking indirect contributions in respect of students who are residents by having them included in the population base for purposes of calculating Resident Recreation Contributions. It is estimated that students comprise approximately 13% of the resident population. Rather than exclude them from the population base, the NA Committee proposed that their exclusion be through the percentage reduction, which has the same effect. That explains 13% of the committee's proposed 20% reduction.
- In several respects, UBC's user fees are less favourable than in the comparison communities:
  - UBC's registered drop-in fees for the aquatic centre are, for age groups other than adult, considerably higher than in the comparison communities.
  - UBC's aquatic 10-pass and monthly punch card fees are higher than the punch card fees in Vancouver.
  - UBC does not offer 10-pass and monthly punch cards for the ice rinks, unlike several comparison communities (including Vancouver).
  - UBC does not offer a family drop-in rate for the aquatic centre or ice rinks.
  - UBC winter rental rates (September to April) for the ice rinks are considerably higher than in the comparison communities.
  - Most comparison communities offer subsidized rates to certain user groups (e.g., child/youth sports teams, schools, non-profit sport organizations, and local sport groups) for the rental of ice rinks and sports fields. User groups in which residents participate are not given reduced rates by UBC. (There is a reduced rate for a minor hockey association.)

- UBC does not provide residents with any specific benefits with respect to the Thunderbird Fields
  - In determining the net expenditure on comparable recreational facilities in the comparison communities, the 2018 Neilson report included the costs of fields.
  - The only benefit of the fields to residents is that they can informally use a few of the fields that are not otherwise in use.
  - UBC's field rental rates are substantially higher than rates in the comparison communities. Subsidized rates are available only to student groups whereas the comparison communities offer subsidized rates to various user groups.
- Residents who drive to the aquatic centre or the ice rinks must pay for parking. Parking at UBC is expensive. Although the NA Committee has no data on parking at similar facilities in the comparison communities, it is a reasonable assumption, and consistent with the experience of NA Committee members, that parking is generally free.

It took several meetings before UBC agreed with the NA Committee's proposal to include the adjustment factor in the formula. However, UBC would not agree to the proposed 80% factor. The resulting factor of 91.75% resulted from hard bargaining by both sides.

#### *Cap Based on Neighbourhood Levy*

The NA Committee was concerned that, in a period of high inflation, the inflation-adjusted per capita rate, and hence the Residents Recreation Contribution, could become so large that the UNA's revenue from UBC would be adversely impacted. Accordingly, the committee proposed a 3% cap on the annual inflation adjustment. UBC countered with a proposal that the Residents Recreation Contribution be limited to a percentage of the Neighbourhood Levy (the services levies and general municipal services levies paid to UBC). The NA Committee agreed. The 8% that was agreed is slightly more than the contribution for the 2022/23 fiscal year expressed as a percentage of the 2022 Neighbourhood Levy.

#### *Contributions for 2021/22 and 2022/23*

A slightly more favourable version of the formula in section 9.4 of proposed Schedule F has been agreed for the purposes of determining Residents Recreation Contributions for the UNA's 2021/22 and 2022/23 fiscal years. The adjustment factor for those years is 90%.

For the UNA's 2021/22 fiscal year, UBC provided financial support to UNA as described in Michael White's May 5, 2021 letter. The support included setting the athletics access fee for the year (the Residents Recreation Contribution in proposed Schedule F) at 7.5% of the Neighbourhood Levy, with an obligation for the UNA to pay an amount to UBC in the future when a condition is met. The amount payable is equal to the excess of the athletics access fee (i.e., the Residents Recreation Contribution) computed applying the formula in new Schedule F (with a 90% adjustment factor) over the athletics access fee set in the letter. That excess is \$85,390. Section 9.10 of the schedule records this amount.

For the UNA's 2022/23 fiscal year, the Residents Recreation Contribution computed applying the formula in proposed Schedule F (with a 90% adjustment factor) is \$575,153. That amount is specified in section 9.3 of the schedule.

#### **Schedules and User Fees**

Proposed Schedule F contains provisions that give the UNA a role in setting schedules and user fees for the aquatic centre and the ice rink, thereby enabling the UNA to look out for the interests of residents. Section 6.1 requires UBC to consult with the UNA early in the process of setting schedules and user fees for these facilities and to consult on an ongoing basis throughout that process. Section 6.2 requires UBC

to consult with the UNA before deviating from an established schedule (except in limited situations) or changing established user fees.

#### **Provision of Information by UBC**

Article 7 of proposed Schedule F contains provisions requiring UBC to provide specified information to the UNA with respect to the aquatic centre and the ice rinks. These provisions require UBC to

- provide a description of the schedules in effect for the current term (i.e., the term when proposed Schedule F is approved) and the preceding two terms and the user fees for those terms,
- provide a description of the schedules and user fees for each future term, within 30 days after establishing the schedules and user fees,
- inform the UNA of deviations from the schedules for a term and changes to user fees, such information to be provided within 30 days after the term, and
- provide statistics regarding resident use of the aquatic centre and ice rinks, within 60 days after the end of each term.

#### **Attachments**

1. Proposed Schedule F, dated November 18, 2023
2. UBC Confirmation re proposed Schedule F

## **SCHEDULE F**

### **UBC RECREATION FACILITIES**

#### **1. Definitions**

##### **1.1 In this Schedule:**

**Aquatic Centre** means the UBC Aquatic Centre.

**Benchmark Communities** means the municipalities agreed on by the parties for purposes of the comparisons required by this Schedule.

**Consumer Price Index** for a month means the all-items consumer price index for the month for British Columbia, not seasonally adjusted, as determined by Statistics Canada.

**Fitness Centre** means the fitness centre in the Student Recreation Centre.

**Ice Rinks** means the ice rinks at the Doug Mitchell Thunderbird Sports Centre.

**Scheduled Availability** of the Aquatic Centre or the Ice Rinks for a Term means availability of the facility for Residents pursuant to the schedule in effect at the beginning of the Term, including availability for Residents as members of the public.

**Tennis Courts** means the indoor and outdoor tennis courts at the UBC Tennis Centre.

**Term** means each of the three periods into which UBC divides the calendar year for purposes of schedules for the Aquatic Centre and Ice Rinks.

**UBC Recreation Facility** means each of

- (a) the Aquatic Centre,
- (b) the Ice Rinks,
- (c) the Tennis Courts, and
- (d) the Fitness Centre.

**UNA Cardholder** means a Resident who holds an unexpired UNA Card.

**Vancouver Communities** means the neighbourhoods of Vancouver agreed on by the parties for purposes of the comparisons required by this Schedule.

#### **2. Access to UBC Recreation Facilities**

- 2.1 UBC will provide Residents with a level of access to the Aquatic Centre and the Ice Rinks that is comparable to, or better than, the average level of access to swimming pools and ice rinks enjoyed by residents of the Benchmark Communities and the Vancouver Communities.

2.2 UBC will permit UNA Cardholders to book and use the Tennis Courts on the same basis as UBC faculty and staff.

2.3 UBC will permit UNA Cardholders to use the Fitness Centre on the same basis as UBC faculty and staff.

### **3. Programming**

3.1 UBC will provide Residents with a level of programming (lessons, fitness classes, sports camps, etc.) at the Recreation Facilities that is comparable to, or better than, the average level of programming provided by the Benchmark Communities and Vancouver Communities at corresponding recreation facilities.

### **4. User Fees**

4.1 Sections 4.2 to 4.5 govern user fees that UBC may charge UNA Cardholders for use of the UBC Recreation Facilities. For greater certainty, UNA Cardholders who are UBC students, faculty, or staff pay the lower of the UNA Cardholder fees and the fees applicable for UBC students, faculty, or staff, respectively.

4.2 User fees for the Aquatic Centre and the Ice Rinks are to be comparable to, or more favourable than, average user fees for similar facilities in the Benchmark Communities and Vancouver Communities.

4.3 There is to be no user fee for the outdoor Tennis Court.

4.4 Rates for the indoor Tennis Courts are not to exceed 90% of the public rates, rounded to the nearest 25 cents. This requirement applies commencing with the first time the rates are changed after this Schedule comes into force.

4.5 User fees for the Fitness Centre and for fitness classes at the Fitness Centre are not to exceed the user fees payable by UBC faculty and staff.

### **5. Outdoor Basketball Court and Skatepark**

5.1 UBC will permit Residents to use the basketball court and the skatepark at the intersection of Thunderbird Boulevard and Health Sciences Mall on the same basis as UBC students.

5.2 UBC will not change the location of the basketball court or the skatepark without consulting with the UNA and will not eliminate either amenity without the UNA's approval, which approval is not to be unreasonably withheld.

### **6. Schedules and User Fees**

6.1 When establishing schedules and user fees for the Aquatic Centre and the Ice Rinks for a Term, UBC will consult with the UNA early in the process and on an ongoing basis throughout the process.

- 6.2 UBC will consult with the UNA before
- (a) making a change to the availability for Residents of the Aquatic Centre or the Ice Rinks from the Scheduled Availability for a Term, other than a minor change, a change that increases availability for Residents, or a change necessitated by staffing issues or other factors outside UBC's control, or
  - (b) making a change to the user fees for UNA Cardholders for the Aquatic Centre or the Ice Rinks that have been established for a Term.
- 6.3 If UBC disagrees, in whole or in part, with a proposal made, or position taken, by the UNA in the course of a consultation referred to in section 6.1 or 6.2, then UBC will give the UNA written reasons for disagreeing.

## **7. Provision of Information to the UNA**

- 7.1 Within 60 days after the parties agree to this Schedule, UBC will provide the UNA with a written description of
- (a) the Scheduled Availability of the Aquatic Centre and the Ice Rinks for the current Term and the two immediately preceding Terms, and
  - (b) the user fees payable by UNA Cardholders for the use of those facilities during those Terms.
- 7.2 Within 30 days after establishing schedules and user fees for the Aquatic Centre and the Ice Rinks for a Term, UBC will provide the UNA with a written description of the schedules and user fees.
- 7.3 Within 30 days after the end of each Term, UBC will inform the UNA in writing of all deviations during the Term from the Scheduled Availability of the Aquatic Centre and the Ice Rinks for the Term and of all changes to user fees payable by UNA Cardholders for the use of those facilities during the Term.
- 7.4 Within 60 days after the end of each Term, UBC will provide the UNA with statistics showing the number of UNA Cardholder admissions during the Term to the Aquatic Centre and the Ice Rinks and the number of UNA Cardholders who signed up for programs, with such breakdowns of the statistics as the UNA reasonably requests.

## **8. Review of Recreation Facilities Access or User Fees**

- 8.1 At the UNA's request, a review is to be undertaken jointly by the parties to determine whether UBC is complying with sections 2.1 and 4.2.
- 8.2 The first request under section 8.1 may be made no earlier than 2026. Once a review has been made, a subsequent request may be made no earlier than 5 years after the completion of the review.

- 8.3 The parties are to engage a consultant to assist with a review under section 8.1. Each party will pay 50% of the costs of the consultant.
- 8.4 The consultant's mandate is to include advising on which municipalities to include as Benchmark Communities and which Vancouver neighbourhoods to include as Vancouver Communities. If the consultant concludes that UBC is not in compliance with section 2.1 or 4.2, the consultant's mandate is also to include recommending changes that, in the consultant's opinion, will bring UBC into compliance.
- 8.5 If the review determines that UBC is not complying with section 2.1 or 4.2, UBC will bring itself into compliance.
- 8.6 For greater certainty, the UNA may, at any time, undertake its own review to determine whether access and user fees comply with sections 2.1 and 4.2. UBC will provide the UNA with all information reasonably requested, by the UNA or a consultant engaged by the UNA, for the purposes of the review.

## **9. Residents Recreation Contributions**

- 9.1 UBC is entitled to withdraw from the Neighbours Fund the amounts specified in this article 9 as the contributions of Residents towards the operating costs of the UBC Recreation Facilities and programming for the benefit of Residents. The withdrawal for a fiscal year of the UNA may be made at any time after July of the year.
- 9.2 Prior to making a withdrawal from the Neighbours Fund in accordance with this Schedule, UBC will give the UNA written notification of the amount of the intended withdrawal.
- 9.3 For the UNA's 2022/23 fiscal year, UBC is entitled to withdraw \$575,153 from the Neighbours Fund.
- 9.4 Subject to section 9.5, for each subsequent fiscal year of the UNA, UBC is entitled to withdraw an amount from the Neighbours Fund equal to the lesser of
- (a) the amount determined by the formula

$$\text{PCR} \times \text{AF} \times \text{Pop}$$

where

PCR is the per capita rate for the fiscal year, computed as \$43.50 times the ratio of the average Consumer Price Index for the 12 months immediately preceding the fiscal year to the average Consumer Price Index for the 12 months immediately preceding the UNA's 2022/23 fiscal year.

AF is the adjustment factor, which is 91.75%.

Pop is the estimated population of the Neighbourhood Housing Areas and the Designated Buildings at the beginning of the fiscal year, determined using a method agreed to by the parties.



- (b) 8% of the Neighbourhood Levy payable for the calendar year in which the fiscal year begins.
- 9.5 At the request of either party, the components of the formula in section 9.4 will be reviewed and amended as agreed by the parties. The first fiscal year for which either party can require a review is the 2027/28 fiscal year. Once a review has been undertaken for a fiscal year, neither party may require a subsequent review for the next four fiscal years.
- 9.6 An amended per capita rate for a particular fiscal year is to be determined in accordance with the following method, unless the parties agree to vary this method:
- (a) For each Benchmark Community, determine the net per capita expenditure for a year on operating costs for Comparable Facilities and Programming (as defined in section 9.7). “Net” means net of corresponding revenues from the operation of the Comparable Facilities and Programming.
  - (b) Adjust the net per capita expenditure for each Benchmark Community to reflect inflation to the particular fiscal year and compute the median of the inflation-adjusted net per capita expenditures.
  - (c) Determine the UNA’s net per capita recreation expenditures for its most recently completed fiscal year, adjusted to reflect inflation to the particular fiscal year.
  - (d) Subtract amount (c) from amount (b) to obtain the per capita amount for the particular fiscal year.
- 9.7 For the purposes of clause 9.6(a), **Comparable Facilities and Programming** means
- (a) facilities similar to the UBC Recreation Facilities,
  - (b) programming at those facilities similar to the programming provided to Residents by UBC,
  - (c) community centres, and
  - (d) programming at community centres.
- 9.8 The parties are to engage a consultant to assist with determining the net per capita expenditures referred to in clause 9.6(a). Each party will pay 50% of the costs of the consultant.
- 9.9 The consultant’s mandate is to include advising on which municipalities to include as Benchmark Communities.
- 9.10 For purposes of determining the UNA’s payment obligation under the letter agreement between the UNA and UBC dated July 19, 2021, the amount by which the UBC Athletics Access Fee was reduced for the UNA’s 2021/22 fiscal year is \$85,390.

**10. General**

- 10.1 Notwithstanding any other provision of this Schedule F, UBC is not required to provide information to the UNA to the extent that the provision of the information is prohibited by law.
- 10.2 For greater certainty, the dispute resolution procedure in the Agreement is available with respect to
- (a) any disagreement regarding the application of this Schedule, including any matter that requires the agreement of the parties, and
  - (b) UBC's disagreement with a UNA proposal or position in a consultation referred to in section 6.1 or 6.2.

**Bill**

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**From:** White, Michael <michael.white@ubc.ca>  
**Sent:** November 21, 2023 10:06 AM  
**To:** Bill; Thompson, Chelsea  
**Cc:** 'Athena Koon'; 'Mike Feeley'; 'Murray McCutcheon (Gmail)'; 'Terry Mullen'; Fay, Chris  
**Subject:** Re: NA Agreement - Schedules F and F.1

Hello Bill,

Congratulations to you and the Neighbours Agreement Committee on finalizing Schedules F and F1. Its taken a lot work to get this to the finish line, so a big thanks to you, and both the UNA and UBC teams who have put so much time into the negotiation over the past several months.

With this message, I'm confirming that UBC treats Schedules F and F1 as if they are in force, subject to the UNA Board of Directors approving the same at its next opportunity. UBC is also committed to integrating these new Schedules F and F1 into an updated Neighbours Agreement to formally bring them into force.

Best,

Michael

**Michael White, MCIP**  
Associate Vice President  
Campus and Community Planning  
The University of British Columbia  
2210 West Mall, Vancouver, BC, Canada V6T 1Z4  
Tel: 604-827-3171  
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**To:** Board of Directors  
**From:** Neighbours Agreement Committee  
**Date:** November 30, 2023  
**Re:** Schedule F.1 of New Neighbours Agreement

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## Introduction

The Neighbours Agreement Committee<sup>1</sup> (the **NA Committee**) is negotiating the terms of a new Neighbours Agreement (**NA 2024**) with UBC, including the schedules to the agreement. When completed and approved, NA 2024 will replace NA 2020, the current Neighbours Agreement. The body and each of the schedules of NA 2024 are being negotiated separately.

The NA Committee has reached agreement with UBC on a proposed Schedule F.1 for inclusion in NA 2024 (Attachment 1). That schedule provides residents with free access to certain UBC cultural facilities and discounts in the shops of these facilities, and it specifies the amounts that UBC is entitled to withdraw from the Neighbours Fund for providing these benefits (the **Residents Contributions**).

Proposed Schedule F.1 is similar to the schedule presented to the Board at its January 23, 2023 restricted closed meeting, except for the provision regarding Residents Contributions, as described below. Also, a start date of April 1, 2023 has been added for the Beaty Biodiversity Museum benefits.

The NA Committee seeks the Board's approval of proposed Schedule F.1 for inclusion in NA 2024. Furthermore, although the schedule does not constitute a stand-alone agreement, the NA Committee recommends that the UNA consider the schedule to be an in-force agreement.

UBC has confirmed its agreement that proposed Schedule F.1 will be included in NA 2024 and that it will treat proposed Schedule F.1 as if it were in force, subject to the Board doing likewise (Attachment 2).

## Recommendations

The NA Committee recommends:

THAT the Board approve proposed Schedule F.1, dated October 9, 2023, for inclusion in the new Neighbours Agreement.

THAT the Board confirm that the UNA will treat proposed Schedule F.1 as if it were in force.

THAT the Board direct staff to publicize the benefits provided to UNA cardholders by proposed Schedule F.1.

## Residents Contributions

Version 3 of proposed Schedule F.1 provided to the Board at its January 23, 2023 restricted closed meeting provided for annual Residents Contributions of \$30,000. This amount was based on the amounts paid in the past by the UNA. UBC commented as follows on this amount:

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<sup>1</sup> The members of the Committee are Mike Feeley, Bill Holmes (Chair), Murray McCutcheon, and Terry Mullen.

The UNA proposal reflects the amount of the original facility agreements in 2010 and 2011. This doesn't reflect significant population increases and inflation since that time. Adjusting the original \$19,640 in annual contributions (reflecting removal of UBC library access) for population (+90%) and inflation (+23%), the annual contribution would total \$55k this year and next, increasing to \$60k in 24/25.

UBC regarded these adjusted amounts as too substantial an increase and instead made the following proposal:

We propose using 2017 as the base year to set this new annual amount—the last year the UNA made the annual contributions directly. Adjusting for inflation and population increases since 2017, UBC can provide access in Schedule F.1 for annual contributions of \$30k 22/23 and 23/24, increasing to \$40k in 24/25. The lower contribution for 22/23 reflects that Beaty was not included; it will be added as of April 1, 2023. The lower contribution for 23/24 reflects that MoA is closed for most of the year. The full contribution in 24/25 reflects the full access to each facility.

The NA Committee agreed with UBC's proposal.

Also, UBC wanted Residents Contributions to be inflation adjusted, starting with the contribution for the UNA's 2025/26 fiscal year. The NA Committee agreed with this as well.

The contribution amounts that have been agreed are arbitrary. The NA Committee is not aware of any statistics regarding resident use of the cultural facilities that support the contribution amounts.

While the benefits of proposed Schedule F.1 are available to all residents, many residents enjoy some or all of the benefits anyway by virtue of being UBC cardholders (faculty, staff, students).

#### **Attachments**

1. Proposed Schedule F.1, dated October 9, 2023
2. UBC Confirmation re proposed Schedule F

## **SCHEDULE F.1**

### **UBC CULTURAL FACILITIES**

#### **1. Definitions**

##### **1.1 In this Schedule:**

**BBM** means the Beaty Biodiversity Museum.

**Consumer Price Index** for a month means the all-items consumer price index for the month for British Columbia, not seasonally adjusted, as determined by Statistics Canada.

**Garden** means each of the UBC Botanical Garden and the Nitobe Memorial Garden.

**MOA** means the Museum of Anthropology.

**UBC Garden** means the UBC Botanical Garden.

**UNA Card** means the card issued by the UNA to Residents to enable them to receive free entry to certain facilities, discounts, and other benefits.

#### **2. Museum of Anthropology**

##### **2.1 The MOA will provide holders of unexpired UNA Cards with**

- (a) free access, and
- (b) a 10% discount at the MOA Shop.

##### **2.2 The MOA will display signs at its entrance and by the cashier in the MOA Shop describing the benefits for holders of UNA Cards.**

#### **3. UBC Botanical Garden and Nitobe Memorial Garden**

##### **3.1 Each Garden will provide holders of unexpired UNA Cards with free access.**

##### **3.2 The UBC Garden will provide holders of unexpired UNA Cards with a 10% discount at the Shop in the Garden and the Garden Centre.**

##### **3.3 Each Garden will display signs at its entrance and, in the case of the UBC Garden, by the cashier in the Shop in the Garden describing the benefits for holders of UNA Cards.**

##### **3.4 The UBC Garden will arrange for holders of unexpired UNA Cards to obtain**

- (a) a 20% discount on the price of admission to the Greenheart TreeWalk, and
- (b) an annual pass for the Greenheart TreeWalk for \$20.

- 3.5 For greater certainty, the price of admission to the Greenheart TreeWalk is the amount by which the price of admission (including UBC Garden access) exceeds the price of admission to the UBC Garden.

**4. Beaty Biodiversity Museum**

- 4.1 Effective from April 1, 2023, the BBM will provide holders of unexpired UNA Cards with
- (a) free access, and
  - (b) a 10% discount at the BBM Gift Shop.
- 4.2 The BBM will display signs at its entrance and by the cashier in the BBM Shop describing the benefits for holders of UNA Cards.

**5. UBC Library**

- 5.1 On application for a Community Borrower card by a holder of an unexpired UNA Card who is not otherwise entitled to a UBC library card or to alumni borrowing privileges, the UBC Library will issue the Community Borrower card for no fee.

**6. Websites**

- 6.1 The MOA, the Gardens, and the BBM will include information on their websites regarding the facility's benefits for holders of UNA Cards.
- 6.2 The UNA may include information on its website regarding the benefits described in this Schedule.

**7. Residents' Contributions**

- 7.1 As consideration for providing, or arranging for the provision of, the benefits described in this Schedule, UBC is entitled to withdraw the following amounts from the Neighbours Fund for each fiscal year of the UNA:
- (a) \$30,000 for the 2022/23 and 2023/24 fiscal years,
  - (b) \$40,000 for the 2024/25 fiscal year, and
  - (c) for each subsequent fiscal year, \$40,000 times the ratio of the average Consumer Price Index for the 12 months immediately preceding the fiscal year to the average Consumer Price Index for the 12 months immediately preceding the UNA's 2024/25 fiscal year.
- 7.2 UBC may make a withdrawal for a fiscal year at any time after July of that year.

**Bill**

---

**From:** White, Michael <michael.white@ubc.ca>  
**Sent:** November 21, 2023 10:06 AM  
**To:** Bill; Thompson, Chelsea  
**Cc:** 'Athena Koon'; 'Mike Feeley'; 'Murray McCutcheon (Gmail)'; 'Terry Mullen'; Fay, Chris  
**Subject:** Re: NA Agreement - Schedules F and F.1

Hello Bill,

Congratulations to you and the Neighbours Agreement Committee on finalizing Schedules F and F1. It's taken a lot of work to get this to the finish line, so a big thanks to you, and both the UNA and UBC teams who have put so much time into the negotiation over the past several months.

With this message, I'm confirming that UBC treats Schedules F and F1 as if they are in force, subject to the UNA Board of Directors approving the same at its next opportunity. UBC is also committed to integrating these new Schedules F and F1 into an updated Neighbours Agreement to formally bring them into force.

Best,

Michael

**Michael White, MCIP**  
Associate Vice President  
Campus and Community Planning  
The University of British Columbia  
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## MINUTES

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### PRESENT:

Jane Kang, Chair  
Alice Bradley  
Paul Li

Nidhi Raina (departed at approximately  
5:20 p.m.)

### REGRETS:

Amer Abirafeh

Joshua Kim

### STAFF:

Glenda Ollero, Communications Manager

### RECORDING SECRETARY:

Carol Lee, Mosaic Writing Group (from recording)

### A. CALL TO ORDER

Jane Kang, Chair, called the University Neighbourhoods Association (UNA) Community Engagement Advisory Committee (CEAC) meeting to order at approximately 4:30 p.m.

### B. MEMBER APPOINTMENT

The Chair welcomed Joshua Kim as a new member of the UNA CEAC, replacing Alexandra Bailey, and led a round of self-introductions

### C. APPROVAL OF AGENDA

*Draft agenda of the November 1, 2023 UNA CEAC meeting was provided with the agenda material.*

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

THAT the University Neighbourhoods Association Community Engagement Advisory Committee approves the November 1, 2023 agenda, as circulated.

**Carried**

### D. APPROVAL OF MINUTES

*Draft minutes of the July 26, 2023 UNA CEAC meeting was provided with the agenda material.*

**It was moved (Nidhi Raina) and seconded (Alice Bradley)**

THAT the University Neighbourhoods Association Community Engagement Advisory Committee approves the July 26, 2023 minutes, as circulated.

**Carried**

### E. ITEMS/REPORTS

#### 1. Invitation to Participate in UNA Winter Festival

*UNA Winter Festival poster was provided with the agenda material.*

**i. Introduction**

Glenda Ollero, Communications Manager, reviewed the poster provided with the agenda material providing information on the UNA Winter Festival.

**ii. Discussion**

Discussion ensued on:

- ☐ Suggestion to hold a separate small evening event organized by CEAC:
  - Invite the UBC Choir to lead the carol singing
  - Suggestion to collect donations for the food bank
- ☐ Agreement that the CEAC will not participate in the Winter Festival.

**2. Proposal for a Pre-Christmas Carol Singing and Masquerade Party**

*Document titled "Proposal for a Pre-Christmas Carol Singing and Masquerade Party" was provided with the agenda material.*

**ii. Introduction**

Paul Li reviewed the document provided with the agenda material.

**ii. Discussion**

Discussion ensued on:

- ☐ Confirmation that the CEAC budget has sufficient funds to provide hot chocolate and snacks to attendees
- ☐ Suggestion to create themes for masquerade party costumes
- ☐ The appropriate venue for an event that will include dancing and singing:
  - The expectation that the gym will not be available at short notice
  - Suggestion that the event be held after the December 15, 2023 to improve the likelihood of the gym being available
  - Whether the carol singing could be held outdoors if there are no suitable indoor venues available
- ☐ The availability of UNA staff to support the CEAC event.

**Action Item (01):** *Alice Bradley to contact the UBC Music School to lead the carol singing at the CEAC event.*

**Action Item (02):** *Glenda Ollero to identify venue options for the CEAC carol singing and masquerade party event between December 15 and 23, 2023 for the CEAC's consideration.*

**Member Departed**

Nidhi Raina departed the meeting at approximately 5:20 p.m.

**iii. Motion**

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

THAT the University Neighbourhoods Association Community Engagement Advisory Committee agrees to host a pre-Christmas Carol Singing and Masquerade Party on a date to be determined.

**Carried**

**F. ADJOURNMENT**

The next meeting of the UNA CEAC was scheduled for December 15, 2023 at 4:30 p.m.

The University Neighbourhoods Association Community Engagement Advisory Committee meeting adjourned at approximately 5:25 p.m.



## MINUTES

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### PRESENT:

Jane Kang, Chair  
Amer Abirafeh  
Alice Bradley

Joshua Kim (departed at 5:20 p.m.)  
Paul Li  
Nidhi Raina

### STAFF:

Glenda Ollero, Communications Manager

### RECORDING SECRETARY:

Debbie Reimer, Mosaic Writing Group (from recording)

### A. CALL TO ORDER

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

### B. MEMBER APPOINTMENT

The Chair welcomed Joshua Kim as a new member of the UNA CEAC, replacing Alexandra Bailey, and led a round of self-introductions.

### C. APPROVAL OF AGENDA

*Draft agenda of the November 15, 2023 UNA CEAC meeting was provided with the agenda material.*

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

THAT the University Neighbourhoods Association Community Engagement Advisory Committee approves the November 15, 2023 agenda, as circulated.

**Carried**

### D. APPROVAL OF MINUTES

*Draft minutes of the November 1, 2023 UNA CEAC meeting was provided with the agenda material.*

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

THAT the University Neighbourhoods Association Community Engagement Advisory Committee approves the November 1, 2023 minutes, as circulated.

**Carried**

## E. ITEMS/REPORTS

### 1. Progress Updates on Pre-Christmas Carol Singing and Masquerade Party

#### i. Introduction

Glenda Ollero, Communications Manager confirmed the event will be held on December 22, 2023 at the Wesbrook Community Centre gymnasium and reviewed the poster designs for the event.

#### ii. Discussion

Discussion ensued on:

- The need to recruit volunteers for the event:
  - Suggestion to contact UHill Secondary for volunteers
- Suggestion that the first 100 people receive free masks
- Suggestion that the event be named "Holiday Masquerade Party"
- No reply has been received from the UBC Music School regarding carol singing
- A vendor has provided a quote of \$500 for 150 servings of hot chocolate, dispensers and cups:
  - Suggestion that CEAC members could provide hot chocolate
- A Scottish dancing instructor provided a quote of \$150 for 1.5 hours of dancing:
  - Concern regarding a Scottish dancing theme for the event
  - Suggestion to request quotes from music DJs
  - Suggestion that instructed dance may facilitate participation

### Member Departed

Joshua Kim departed the meeting at approximately 5:20 p.m.

- Suggestions that planning include:
  - DJ and music to occupy the stage
  - A circle of chairs to create a dance floor
  - Family friendly, contemporary music
  - A masquerade backdrop be provided for photos
  - Reusable balloons.

**Action Item (01):** Glenda Ollero to email the amended event posters to the CEAC for review.

## F. ADJOURNMENT

The next meeting of the UNA CEAC was scheduled for November 22, 2023 at 4:30 p.m.

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



# Joyful

## A Masquerade Party

Join your neighbours for an evening of carols, music, dancing and hot chocolate at the **Wesbrook Community Centre gymnasium** on **Friday, December 22, 2023, 7 p.m.**

This **free event** is open to everyone and will feature **Scottish dancing** and a **hot chocolate bar**. Bring your reusable mugs and a holiday-themed mask!

Visit [myuna.ca/joyful2023](https://myuna.ca/joyful2023) for more details.





# Joyful

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