

NEIGHBOURS' AGREEMENT 2020

BETWEEN:

THE UNIVERSITY OF BRITISH COLUMBIA, a corporation continued under the *University Act* of British Columbia and having its administrative offices at the 7th Floor, Walter C. Koerner Library, 1958 Main Mall, Vancouver, British Columbia, V6T 1Z2

(“**UBC**”)

AND:

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

(the “**UNA**”)

RECITALS:

A. As part of the implementation of UBC’s Trek 2000 objective to create a unique university community, an Official Community Plan was passed and adopted by the Greater Vancouver Regional District by By-law 840-1996 (the “**OCP**”). The OCP provided, among other things, a policy framework for residential housing and other non-institutional development on UBC’s Point Grey Campus. In addition, in 2000, a Memorandum of Understanding between UBC and the GVRD provided that the UNA would be established for governance within the Neighbourhood Housing Area.

B. In 2002, the UNA was incorporated to represent the residents living within the then existing precursors to the Neighbourhood Housing Areas. Among other things, the UNA’s mandate is to promote the development of good neighbourhoods, and to provide, operate and maintain services and facilities on behalf of such residents.

C. In July 2002 the parties entered into an agreement called the UBC Neighbours’ Agreement which established a framework for the respective roles and relationship between the parties.

D. In June 2010, the Province of the British Columbia brought into force Part 10 of the *Municipalities Enabling and Validating Act* (No. 3) S.B.C. 2001, c.44, which, amongst other things, rendered ineffective the certain land use instruments of the Greater Vancouver Regional District, including the OCP, and adopted the OCP as the Land Use Plan. The Land Use Plan has since been amended and updated.

E. The initial UBC Neighbours Agreement was replaced by the Neighbours' Agreement 2008, where the UNA more formally assumed responsibility for certain services and facilities. It was understood by the parties that the Neighbours' Agreement 2008 would be updated regularly. In 2015, the parties agreed to consolidate, amend and restate the Neighbours' Agreement 2008 and any supplemental agreements made pursuant to that Agreement with the Neighbours' Agreement 2015. The parties further agreed that the Neighbours' Agreement 2015 may be amended from time to time.

F. The UNA has proposed substantive changes to its Bylaws including to the role of UBC in the UNA's governance. Accordingly, the parties have agreed to amend the Neighbours' Agreement 2015 by entering into this amended and restated Neighbours' Agreement 2020.

Therefore in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

1.0 INTERPRETATION

1.1 Definitions

For the purposes of this Agreement, or unless otherwise specifically provided, each of the following words, phrases and expressions have the meanings ascribed:

- (a) **Agreement** means this Neighbours' Agreement 2020.
- (b) **Amenities** mean attractive or desirable features such as pocket parks, green spaces, green streets (as defined in the Wesbrook Place Neighbourhood Plan) and greenways.
- (c) **Board of Directors** means the Board of Directors of the UNA.
- (d) **Board of Governors** means the Board of Governors of UBC.
- (e) **Bylaws** means the Bylaws of the UNA, as amended from time to time.
- (f) **Campus** means the lands and premises owned by UBC that are described as the Point Grey lands in the Point Grey Campus Regulations of the *Municipalities Enabling and Validating Act* (No. 3) S.B.C. 2001, c.44, which are located west of the Point Grey district of the City of Vancouver, and exclude any lands and premises which are owned by UBC which are situated within the UEL.
- (g) **Capital Replacement Fund** means the subfund of the Neighbours' Fund that is comprised of a reserve of funds to pay for the cost of inspecting, improving, extending, altering, repairing, maintaining and replacing Facilities and Amenities.
- (h) **Community Amenity Charges** or **CACs** mean the fees UBC charges to developers of market housing located within Neighbourhood Housing Areas, and which are used to pay for all or part of the cost of acquisition or construction of Facilities and Amenities. The Community Amenity Charges are calculated by multiplying the

then current rate by each square foot of buildable area as defined in the UBC Development Handbook.

- (i) **Constitution** means the Constitution of the UNA.
- (j) **Contingency Reserve Fund** means the subfund of the Neighbours' Fund that is comprised of a reserve of funds to pay for unexpected or unbudgeted repairs and expenses that require immediate action.
- (k) **DB Agreement** has the meaning given it in Section 3.5(a).
- (l) **Designated Building** has the meaning given it in Section 3.5(a).
- (m) **Facilities** mean facilities such as buildings and playing fields that are designated for social and recreational activities.
- (n) **Infrastructure Replacement Fund** means the subfund of the Neighbours' Fund that is comprised of a reserve of funds to pay for the cost of inspecting, improving, extending, altering, repairing, maintaining and replacing the Municipal-like Services or infrastructure required to service the Neighbourhood Housing Areas.
- (o) **Land Use Plan** means the Land Use Plan for the University of British Columbia Point Grey Campus, as approved pursuant to Part 10 of the *Municipalities Enabling and Validating Act* (No. 3) S.B.C. 2001, c.44, as amended from time to time.
- (p) **Legislation** means all Federal, Provincial and Municipal legislation that is applicable to the UNA and all applicable UBC rules, policies, and other directives.
- (q) **Liaison Committee** means the committee established under Section 4.5.
- (r) **Member** means a member of the UNA.
- (s) **Municipal-like Services** mean the services similar to those provided by municipalities or other public authorities that the UNA has agreed to provide such as:
 - (i) operation, maintenance, repair and replacement of connections and lines for water and sanitary & storm sewers within the Neighbourhood Housing Areas;
 - (ii) the operation, maintenance, repair and replacement of street lighting, sidewalks, curbs, gutters, roads, and landscaping within the Neighbourhood Housing Areas;
 - (iii) ensuring Residents have access to and use of UNA Facilities and Amenities and appropriate UBC Facilities; and

- (iv) providing other public services from time to time such as communication, cultural or recreational programs, noise control, pet control, and traffic regulation including parking and non-vehicular trails, within the Neighbourhood Housing Areas.

A summary of the Municipal-like Services provided by the UNA in the Neighbourhood Housing Areas as at the date of this Agreement is set out in Schedule “B” of this Agreement.

- (t) **Neighbourhood Housing Areas** means those areas currently identified as Neighbourhood Housing Areas in the Land Use Plan, as it may be amended from time to time. A summary of the Neighbourhood Housing Areas as at the date of this Agreement is included in Schedule “A” of this Agreement.
- (u) **Neighbourhood Levy** means the levy comprised of:
 - (i) that portion of the annual charge known as the “Services Levy” that is levied by UBC, as the lessor, to leasehold strata owners within the Neighbourhood Housing Areas pursuant to the lease agreements between those parties. for the provision, operation, maintenance, repair and replacement of the Municipal-like Services and UNA Facilities and UNA Amenities. For greater clarity, the parties acknowledge that the “Services Levy” does not include any monies collected in respect of buildings used by UBC primarily for student housing or academic purposes; together with
 - (ii) the portion of the “General Municipal Services Levy” that is similar in purpose to the “Services Levy”, but which levy UBC collects as part of the rent charged to tenants of rental housing and commercial space located within Neighbourhood Housing Areas. For greater clarity, the parties acknowledge that “General Municipal Services Levy” does not include any monies collected in respect of buildings used by UBC primarily for student housing or academic purposes.
- (v) **Neighbourhood Plans** means detailed development plans for the Neighbourhood Housing Areas, which apply the planning and land use policies and principles set out in the Land Use Plan, as approved by the Board of Governors and as amended from time to time.
- (w) **Neighbours’ Fund** means the fund identified as such in the financial records of UBC and in which UBC deposits the Neighbourhood Levy. The Neighbours’ Fund includes the Subfunds.
- (x) **Residents** means those individuals who reside in residential leasehold strata lots, or who are tenants of rental housing, located within the Neighbourhood Housing Areas (excluding individuals residing in student residences owned or operated by UBC, the UBC Foundation, or a subsidiary thereof or student residences that are owned or operated by an affiliated theological college), and includes individuals who are Residents pursuant to DB Agreements.

- (y) **Stabilization Fund** means the subfund of the Neighbours' Fund which is comprised of a reserve of funds to be used in the event the amount of the Services Levy collected by UBC is decreased due to the change in relative ratios between the municipal general and debt tax rate of the City of Vancouver levied on residential property and the provincial/rural service tax levied on residential property.
- (z) **Subfunds** means, collectively, the Infrastructure Replacement Fund, the Contingency Reserve Fund, the Capital Replacement Fund, and the Stabilization Fund.
- (aa) **UBC Facilities** mean those Facilities within the Campus that are managed by UBC.
- (bb) **UBC Liaisons** has the meaning given to it in Section 4.5(a)(i)A.I.
- (cc) **UBC Properties Trust** means UBC Properties Investments Ltd., in its capacity as the trustee of the UBC Properties Trust.
- (dd) **UEL** means the University Endowment Lands, as defined in the *University Endowment Land Act*, RSBC 1996, c. 469, which comprise approximately 1000 hectares of crown and privately held lands located in Electoral Area 'A' adjacent to the Campus. The Campus is not included in the UEL. The UEL includes Pacific Spirit Park, the University Golf Course, University Hill residences, schools, churches and commercial properties.
- (ee) **UNA Amenities** means those Amenities that are:
 - (i) located in the Neighbourhood Housing Areas
 - (ii) primarily for the benefit of Residents; and
 - (iii) managed by the UNA pursuant to Article 5.0.

The UNA Amenities as at the date of this Agreement are listed in Schedule "C" of this Agreement, as may be amended from time to time.
- (ff) **UNA Facilities** means those Facilities that are:
 - (i) located in the Neighbourhood Housing Areas;
 - (ii) primarily for the benefit of Residents; and
 - (iii) managed by the UNA pursuant to Article 5.0.

The UNA Facilities as at the date of this Agreement are listed in Schedule "C" of this Agreement, as may be amended from time to time.
- (gg) **UNA Facilities and Amenities** mean the UNA Facilities and the UNA Amenities, collectively.

- (hh) **UNA Liaisons** has the meaning given to it in Section 4.5(a)(i)A.II.
- (ii) **University Academic Community** means UBC students, faculty, staff and other residents of the Campus, excluding the Residents.

1.2 Included Words

The word “or” is not exclusive and the word “including” is not limiting even though non-limiting language (such as “without limitation” or “but not limited to” or words of similar import) is not used to describe “including”.

1.3 Headings

The headings to the Articles, sections and other subdivisions of this Agreement are inserted for convenience only and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision of this Agreement.

1.4 Cross-References

Unless otherwise stated, all references in this Agreement to a designated “Article”, “section”, “paragraph” or other subdivision or to a schedule is to the designated Article, section, paragraph or other subdivision of, or schedule to, this Agreement.

1.5 Statutes

Unless otherwise stated, any reference to a statute includes the regulations made pursuant to the statute, as amended, and in force from time to time, and to any statute or regulations that may be passed that supplement or supersede such statute or such regulations.

1.6 Schedules

The following Schedules form a part of this Agreement:

Schedule “A” - Neighbourhood Housing Areas (including Map)

Schedule “B” - Municipal-like Services to be Provided by UNA

Schedule “C” - Facilities and Amenities within Neighbourhood Housing Areas for which UNA Assumes Responsibility

Schedule “D” - Standards to which UNA will Adhere

Schedule “E” - Form of UNA License

Schedule “F” - Principles Applicable to Access by Residents to UBC Facilities

Schedule “G” - Terms of Reference of Advisory Board

Schedule “H” - Designated Buildings

2.0 SCOPE OF THE AGREEMENT

2.1 This Agreement amends and restates the Neighbours’ Agreement 2015 referred to in Recitals E and F. The matters documented in this Agreement include:

- (a) the UNA’s purposes and obligations;
- (b) the relationship between the UNA and UBC;
- (c) the scope of the Municipal-like Services and the UNA Facilities and Amenities that the UNA has agreed to manage, operate, or undertake;
- (d) the terms and conditions under which the UNA has agreed to manage, operate or undertake the Municipal-like Services and the UNA Facilities and Amenities;
- (e) the sources and management of funds for the activities and services referred to in (c); and
- (f) the mechanism by which rules relating to noise, nuisance, parking, traffic, and other regulatory matters within the Neighbourhood Housing Areas will be put into effect.

2.2 This Agreement also outlines the principles under which UBC Facilities may be accessed by Residents and by which the UNA Facilities and Amenities may be accessed by the University Academic Community as well as the principles under which each of the parties may make financial or other contributions to the other in recognition of such access.

3.0 UNA PURPOSES AND OBLIGATIONS

3.1 For so long as this Agreement is in effect and unless the parties otherwise agree, the purposes of the UNA will include and not be inconsistent with the following:

- (a) the promotion of a distinctive university town community that will support and enhance UBC’s academic mission particularly for the common good of the Residents, and undertaking community-building measures to develop a healthy and vibrant community;
- (b) the provision of services, amenities and facilities for the development of good neighbourhoods within the Neighbourhood Housing Areas and the Designated Buildings, and which promote community health, safety, sustainability, communication, interaction, culture, recreation, comfort or convenience for the Residents;
- (c) the operation and maintenance of any part or parts of Neighbourhood Housing Areas which may from time to time be designated, leased, licensed or otherwise conveyed to the UNA for the general well-being of the Residents with regard to

community health, safety, sustainability, communication, culture, recreation, comfort or convenience of the Residents;

- (d) the management of funds collected by UBC and deposited in the Neighbours' Fund pursuant to this Agreement;
- (e) the collection of funds from Residents and others pursuant to Section 9.5;
- (f) the use of the funds referred to in paragraphs (d) and (e) but only for the fulfilment of the purposes set out in this Agreement and any other applicable agreements between UBC and the UNA;
- (g) the representation of the interests of the Residents generally and as regards to the collection, management and spending of the Neighbourhood Levy and Community Amenity Charges; and
- (h) the promotion, in the conduct of business and work of the UNA, of the qualities of good neighbours, including civility, fairness, good faith, respect and understanding, all in the context of being a unique part of the UBC community.

3.2 In recognition of the UNA's relationship with UBC, and of the role of the UNA in supporting UBC in carrying out its obligations to the Residents, the UNA:

- (a) will establish the policies, rules, and procedures reasonably required to ensure that the UNA complies with this Agreement and any other agreements between the parties which may be in effect from time to time; and
- (b) will use its best efforts to ensure Members and Residents do not act in a manner that is inconsistent with the terms of this Agreement or any other agreements between the parties.

3.3 The UNA will:

- (a) assemble and make publicly available, information concerning the purposes, activities and initiatives of the UNA;
- (b) promote informed decision-making and good governance; and
- (c) negotiate with UBC in good faith with respect to access by members of the University Academic Community to UNA Facilities and Amenities.

3.4 In furtherance of the purposes of the UNA set out in this Agreement, it is understood that the UNA may employ or contract with persons or companies, including but not limited to, UBC and UBC Properties Trust, as may be required from time to time.

3.5 Designated Buildings

- (a) It is contemplated that UBC and the UNA may from time to time agree to designate certain buildings on Campus for partial or complete inclusion in or exclusion from the provisions of this Agreement (each such building, a **Designated Building**, and each such agreement, a **DB Agreement**). All DB Agreements must be in writing and at least address the following subject matters:
- (i) whether the residents of the Designated Building will qualify or be deemed to be Residents;
 - (ii) whether the Neighbourhood Levy collected in respect of the Designated Building will be provided to the UNA, or retained by UBC;
 - (iii) whether UBC or the UNA will provide the Municipal-like Services to the Designated Building;
 - (iv) whether the Designated Building contains any UNA Amenities or Facilities;
 - (v) whether any rules adopted pursuant to Section 6.5 of this Agreement apply to the Designated Building and its residents; and
 - (vi) any other subject matter as the parties deem necessary or convenient to address.

Upon execution by the parties, all such agreements shall be noted and appended to Schedule “H” to this Agreement.

- (b) Upon UBC and the UNA entering into a DB Agreement, the provisions of this Agreement will be interpreted to give effect to the DB Agreement. For example:
- (i) if the residents of a Designated Building qualify for Resident status, the relevant provisions of this Agreement will be read to include the residents of that Designated Building; and
 - (ii) if the equivalent of the Neighbourhood Levy is charged and collected by UBC and provided to the UNA, the provisions of this Agreement related to the Neighbourhood Levy will be read to include such Designated Buildings even if the Designated Building is outside of a Neighbourhood Housing Area.

4.0 UNA-UBC AND UNA-AMS RELATIONSHIPS

4.1 The UNA Bylaws shall permit UBC to appoint, from time to time, two persons as members of the UNA (the **UBC Members**). The UBC Members shall have, in addition to the rights and obligations of all Members, the following rights, which shall be contained in the Bylaws:

- (a) subject to paragraphs (b) and (c), the UBC Members may attend all meetings of the Board of Directors;

- (b) the Board of Directors may, by resolution, exclude the UBC Members from a portion of a closed or in camera meeting if that portion of the meeting involves consideration of a matter for which it can be reasonably concluded that UBC may be adverse in interest to the UNA, but only if the UBC Members are
 - (i) informed in advance that they may be excluded,
 - (ii) given sufficient information of a general nature to ascertain the rationale for their potential exclusion, and
 - (iii) given the opportunity to provide any additional information that may be relevant to the Board of Directors' decision;
- (c) unless permitted by the meeting chair, the UBC Members may not be present for the discussion of a motion to exclude them;
- (d) if UBC Members are not permitted to be present for the discussion of a motion to exclude them and the motion is adopted, the meeting chair shall inform the UBC Members of the decision and give them a brief summary of the reasons for their exclusion;
- (e) the UBC Members may participate in discussions at Board of Directors meetings, except as otherwise decided by the chair of the meeting, acting reasonably; and
- (f) the UNA shall give the UBC Members reasonable notice of all Board of Directors meetings and all documents prepared for such meetings, except documents relating to any matter for which the Chair of the Board of Directors (or a delegate of the Chair) reasonably believes that UBC will be adverse in interest to the UNA and anticipates that a Board of Directors' resolution excluding the UBC Members will be adopted.

4.2 One UBC Member shall be permitted to attend and participate in meetings of the UNA committee that has responsibility for the formulation of the UNA's annual budget. Except as otherwise directed by the Board of Directors, the UBC Member is permitted to share all budget-related information and UNA financial reports with UBC employees and the Board of Governors, but only for the purposes of enabling UBC to exercise its rights and comply with its obligations under this Agreement.

4.3 The UNA is a key stakeholder in consultative processes that UBC engages in for the Campus. Recognizing that Residents may have different views or positions on issues and without limiting UBC's ability to consult with Residents directly, UBC recognizes that the UNA will present a position which the UNA believes is in the best interests of all of the Residents reflecting the UNA's role in contributing to the development of the university town.

4.4 The Board of Governors has appointed the Board of Directors as an advisory board pursuant to section 34 of the *University Act*, and the Board of Directors has accepted the appointment. The parties confirm that the appointment and acceptance continue, and that the matters for which the Board of Directors is an advisory board include:

- (a) utility infrastructure (including water, sewer, electricity, gas, telephone and cable);
- (b) roads within the Campus;
- (c) the Residents' access to UBC's Facilities;
- (d) open space management;
- (e) planning of future UNA Facilities and Amenities as defined in this Agreement;
- (f) redevelopment of existing residential housing within the Neighbourhood Housing Areas;
- (g) changes or amendments to the Land Use Plan or any Neighbourhood Plan, and adoption of new Neighbourhood Plans;
- (h) the development and implementation of rules relating to noise, nuisance, parking, traffic and other regulatory matters within the Neighbourhood Housing Areas;
- (i) UBC's strategic goals, plans, and imperatives, and their impact upon Residents;
- (j) UBC's rights and obligations with respect to Residents;
- (k) opportunities to work together on areas of common interest between Residents and UBC and to address areas of concern; and
- (l) such other matters as the Board of Governors may request from time to time.

4.5 UNA-UBC Liaison Committee

- (a) UBC and the UNA shall establish a stand-alone committee, called the UNA-UBC Liaison Committee (the **Liaison Committee**), on terms of reference agreed upon from time to time consistent with the following.
 - (i) Membership. The Liaison Committee will be comprised of:
 - A. As voting members:
 - I. Three members of the Board of Governors, appointed by that Board (the **UBC Liaisons**), and
 - II. Three members of the Board of Directors (the **UNA Liaisons**), appointed by that Board.
 - B. As non-voting members, such individuals as may be agreed upon from time to time by the Liaison Committee, with the expectation that the members will include UNA's Chief Administrative Officer, UBC's Vice President External Relations, and UBC's Associate

Vice President, Campus and Community Planning (or then equivalent positions).

- (ii) Limits on Representation. The UNA and UBC acknowledge that the Liaison Committee is a forum for discussion and collaboration (as further described in subsection (iii) below), and therefore the parties further acknowledge that:
 - A. the UNA Liaisons and UBC Liaisons are bound to comply with any directions provided by their respective governing bodies; and
 - B. except for binding votes under Section 19.3 (Approvals and Dispute Resolution Procedure), the UNA Liaisons and UBC Liaisons are not authorized to bind their respective organizations.
- (iii) Purposes. The purposes of the meetings are:
 - A. to fulfill the functions assigned by this Agreement;
 - B. to be a vehicle through which the Board of Directors acts as an advisory board in accordance with Section 4.4; and
 - C. to discuss such matters as are added to meeting agendas by either the UBC Liaisons or the UNA Liaisons in accordance with the terms of reference.
- (b) Meetings shall be held in accordance with the terms of reference and, in any event, at least twice a year.

4.6 AMS-Designated Representative to UNA Board of Directors

The UNA agrees to the following:

- (a) the AMS President has the right to designate in writing, from time to time, a student (the **AMS Designated Student**) to attend open and closed Board of Directors meetings, such designation to be effective upon receipt by the UNA;
- (b) the AMS Designated Student may participate in Board of Directors discussions, but has no right to vote;
- (c) the AMS Designated Student may, in accordance with the Board of Directors procedural rules applicable to directors, propose motions for consideration by the Board of Directors and provide material to be included in support of the motions;
- (d) the UNA shall give the AMS Designated Student reasonable notice of all open and closed Board of Directors meetings and all documents prepared for such meetings;

- (e) if, in the closed portion of a Board of Directors meeting, a matter is to be discussed that relates to the relationship between the UNA and the AMS, the AMS Designated Student may present the AMS's position on the matter and must then leave the meeting for the discussion unless permitted by the Board of Directors to remain; and
- (f) the foregoing rights of the AMS Designated Student are subject to the condition that the AMS Designated Student maintain complete confidentiality for all proceedings in closed Board of Directors meetings and all materials prepared for such meetings, except to the extent otherwise permitted by the Board of Directors.

5.0 FACILITIES & AMENITIES AND MUNICIPAL-LIKE SERVICES

5.1 The UNA will provide Municipal-like Services listed in Schedule "B", as that Schedule may be amended from time to time, and manage and operate the UNA Facilities and Amenities listed in Schedule "C", as that Schedule may be amended from time to time. The UNA may also provide such services outside the Neighbourhood Housing Areas when the parties agree that such services:

- (a) are reasonably for the benefit (in whole or in part) of Residents, and
- (b) are consistent with the purposes of the UNA.

The UNA will use the Neighbourhood Levy, inter alia, for the operation, maintenance, repair and replacement of the Municipal-like Services and the UNA Facilities and Amenities.

5.2 The parties agree that upon an amendment or re-enactment of the Land Use Plan that alters the boundary of an existing Neighbourhood Housing Area or creates a new Neighbourhood Housing Area, such amendment or re-enactment shall be deemed to automatically amend Schedule "A".

6.0 MUNICIPAL-LIKE SERVICES

6.1 The UNA agrees to provide the following Municipal-like Services within the Neighbourhood Housing Areas:

- (a) operation, regulation, maintenance, repair and replacement for connections and lines for water and sanitary & storm sewers;
- (b) operation, regulation, maintenance, repair and replacement of parks and other open space, street lighting, sidewalks, curbs, gutters, roads and landscaping;
- (c) collaboration with UBC on emergency planning and response, recognizing that UBC remains responsible for emergency planning and response for all areas of the campus including the Neighbourhood Housing Areas;

- (d) operation, administration, maintenance and repair of childcare facilities pursuant to Article 12.0, either directly or through a third party, and
- (e) negotiating agreements with UBC regarding access by Residents to and use by such Residents of UBC Facilities.

6.2 A description of the Municipal-like Services and the effective dates the UNA will assume responsibility for the Municipal-like Services within the Neighbourhood Housing Areas are set out in Schedule “B”. The parties agree that the parties may include additional items within the definition of Municipal-like Services, and they will amend Schedule “B” accordingly (and may do so by simply executing a new Schedule “B”). Prior to each effective date or otherwise upon receipt by UBC, UBC agrees to make available to the UNA or to any party with which the UNA contracts, all relevant as-built drawings, plans, manuals, warranties, procedures, data and any other documentation which the UNA may require to fulfil its obligations pursuant to Section 6.1.

6.3 The UNA agrees that all original copies of as-built drawings, plans, manuals, warranties, procedures, data and other documentation it receives from UBC will be maintained and stored in a secure location or locations chosen by the UNA, and that the UNA will provide access to such materials to UBC or UBC Properties Trust at places and times reasonably requested.

6.4 The UNA will operate, maintain, repair and replace the Municipal-like Services in a manner and at a standard that is consistent with the standard used by other municipalities when performing similar services, as more particularly described in Schedule “D”. The parties further agree that, unless otherwise agreed by the parties, an assessment of the condition of the infrastructure referred to in Schedule “D” will be conducted every five years from the execution of this Agreement. The assessment will be carried out by an engineering firm agreed upon and jointly retained by the UNA and UBC. UBC and the UNA will split the cost of carrying out the assessment. The purpose of the assessment will be to ensure that the infrastructure has been maintained in good repair and to identify any maintenance work or equipment replacement that should be carried out. Unless the parties otherwise agree, the UNA will carry out at its cost any maintenance work or equipment replacement that the engineering firm identifies as necessary or critical for the continued safe and proper functioning of the infrastructure, in the time period recommended by the engineering firm, and will ensure that long-term and preventative maintenance and replacements are considered and addressed in the UNA’s budget.

6.5 With respect to the control and management of parking, traffic, noise, nuisance, and similar matters over which the Board of Governors has authority, the parties acknowledge that the Board of Governors has appointed the Board of Directors of the UNA as an advisory board to the Board of Governors pursuant to Section 34 of the *University Act* with the terms of reference set out in Schedule “G”. The parties further acknowledge that, under these terms of reference, the advisory board will recommend rules to the Board of Governors for approval. In the event that a Resident or a member of the University Academic Community wishes to appeal the decision to approve a rule on the basis that the recommendation was not made in accordance with the terms of reference, the matter will be referred to UBC’s University Counsel, who shall provide advice to the Board of Governors and it shall be in the sole discretion of the Board of Governors as to whether the rule should be rescinded, modified, or otherwise dealt with. Once a rule has been approved, the administration and enforcement of the rule shall be the responsibility of the UNA,

subject to such terms and conditions as may be specified in the rule or otherwise in writing by UBC. In the event that a Resident or a member of the University Academic Community wishes to appeal any matter relating to the enforcement of a rule by the UNA, the appeal should be directed at first instance to the Board of Directors of the UNA or its delegate and if that does not resolve the matter, it shall then be directed to UBC's Associate Vice President, Campus & Community Planning, who shall determine the matter on a final basis.

7.0 FACILITIES AND AMENITIES

7.1 UBC, as landlord of long term strata lot leases and rental housing located within the Neighbourhood Housing Areas, has and shall have the responsibility to construct and pay for Facilities and Amenities. It is understood that UBC may employ or contract with others, including UBC Properties Trust, to carry out this obligation as may be required from time to time.

7.2 In furtherance of the UNA's mandate to promote the development of good neighbourhoods:

- (a) UBC will grant a licence to the UNA on mutually agreeable terms to operate, maintain, repair, and replace each UNA Facility and Amenity; and
- (b) the UNA will operate, maintain, repair and replace the UNA Facilities and Amenities in accordance with said licences.

7.3 A description of the UNA Facilities and Amenities is set out in Schedule "C". The parties agree that the parties may include additional items within the definition of UNA Facilities or the definition of UNA Amenities, and they will amend Schedule "C" accordingly (and may do so by simply executing a new Schedule "C").

7.4 The UNA will adopt such rules as may be necessary to control and manage use of and access to the UNA Facilities and Amenities and to ensure that the safety, security and protection of the UNA Facilities and Amenities are managed to a standard normally adopted by municipalities for similar facilities and amenities. The UNA shall consult with UBC's Campus and Community Planning Department prior to adopting any such rules and shall not unreasonably refuse to make amendments to same that may be recommended by the Campus and Community Planning Department.

7.5 Notwithstanding anything to the contrary contained in this Agreement, the UNA understands and agrees that the University Academic Community may use the UNA Facilities and Amenities on the same basis as members of the general public.

7.6 The UNA and UBC acknowledge the Neighbourhood Housing Area naming principles which are currently set out in UBC Policy 124.

8.0 OTHER ACTIVITIES OF THE UNA

8.1 The UNA in its sole discretion may decide which activities it undertakes on behalf of Residents and the Members, provided that such activities are consistent with its Constitution

and Bylaws, this Agreement, and any other applicable agreements. Activities the UNA may engage in include the following:

- (a) organizing and providing community and recreation programs;
- (b) organizing and operating community events;
- (c) liaising with the RCMP, fire department and other security and law enforcement agencies located on the Campus;
- (d) liaising with UBC to arrange for and negotiate the terms of use by Residents of UBC Facilities;
- (e) providing input on transportation and traffic issues including parking, transit and non-vehicular trails outside the Neighbourhood Housing Areas; and
- (f) discussing issues relevant to the UNA with Municipal, Regional or provincial authorities or with other territories.

9.0 UNA FUNDING

9.1 UBC, in its capacity as owner and landlord of the Neighbourhood Housing Areas, collects Community Amenity Charges and the various other charges that comprise the Neighbourhood Levy from strata developers, lessees, and Residents. With regards to Community Amenity Charges, UBC will:

- (a) report annually to the UNA the amount of Community Amenity Charges collected by UBC together with such information as may be reasonably required by the UNA in order for the UNA to fulfill its purposes as set out in Article 3.0, on how UBC spends such funds; and
- (b) use the Community Amenity Charges to fund the cost or portion thereof of the acquisition or construction of Facilities and Amenities that are within the Neighbourhood Housing Areas or otherwise contemplated by Article 11.0.

9.2 UBC will manage the collection of the Neighbourhood Levy and carry out the following related Neighbourhood Levy duties:

- (a) calculating the Neighbourhood Levy for each year;
- (b) preparing and delivering notices regarding the Neighbourhood Levy;
- (c) collecting payment of the Neighbourhood Levy, including collecting overdue accounts;
- (d) depositing the Neighbourhood Levy into the Neighbours' Fund on a quarterly basis;

- (e) establishing separate accounts for the Neighbours' Fund and Subfunds. Such accounts will provide for investment or interest returns and will be subject to investment and related fees;
- (f) establishing and maintaining a website for Residents and lessees to obtain information related to the Neighbourhood Levy;
- (g) receiving and responding to queries from Residents, lessees, and their representatives regarding the Neighbourhood Levy and property sales with the Neighbourhood Housing Areas; and
- (h) providing the UNA on an annual basis audited financial statements relating only to the Neighbours' Fund prepared by auditors independent of UBC.

9.3 The parties agree that the time and expenses incurred by UBC in carrying out its Neighbourhood Levy duties described in Section 9.2 are reasonably determined to be for the benefit of the Residents. UBC will be reimbursed for such time and expenses from the Neighbours' Fund in accordance with Section 10.10, or as otherwise agreed upon in writing from time to time. The parties acknowledge that UBC shall be reimbursed from the Neighbours' Fund for this purpose an annual amount of \$50,000 or as otherwise agreed upon in writing from time to time by the parties acting in good faith, plus the costs of the independent audit required under Section 9.2(h).

9.4 The UNA may also directly collect operating revenue for the Municipal-like Services, UNA Facilities and Amenities, and activities that are under its management pursuant to this Agreement (provided, however, that all such revenue must ultimately be accounted for within the UNA's financial statements) by:

- (a) charging user fees in such amounts as may be set from time to time by the UNA (subject to Section 9.5) for such things as community and recreation programs and use of such Facilities;
- (b) charging fines related to rule infractions relating to nuisances including noise and animal concerns;
- (c) generating parking revenue for public parking located within the Neighbourhood Housing Areas; and
- (d) applying for grants and soliciting gifts or donations.

9.5 The UNA agrees that it will generally charge user fees for community and recreation programs (reserving the right to make programs available for free on occasion), and for third party use of UNA Facilities. The UNA will set user fees at rates which will reasonably contribute to the actual cost of operating such programs, or making such Facilities available to third parties. Whether or not the user fees are reasonable, will be determined in the context of what a municipality, acting reasonably, would charge to the Residents, and to non-Residents with or without "preferred" user status under similar circumstances.

9.6 The UNA may obtain additional funding for capital expenditures by borrowing money from third parties or, if UBC in its sole discretion agrees, from UBC, provided that the UNA may only do so if it complies with all of its obligations under Article 16.0.

10.0 UNA BUDGET AND EXPENDITURES

10.1 The UNA must set and administer its budget in accordance with the purposes for which the funds within the Neighbours' Fund were collected by UBC in its capacity as lessor and landlord of the Neighbourhood Housing Areas and in accordance with this Agreement.

10.2 At least 45 days before the end of each fiscal year, the UNA shall deliver to UBC its proposed budget for the next fiscal year, after which the following shall occur:

- (a) If UBC, acting reasonably, concludes that the budgeted expenditures from the Neighbours' Fund would not contravene the purposes for which UBC has received the funds, UBC shall notify the UNA that the proposed budget is approved.
- (b) If the proposed budget is not approved pursuant to paragraph (a), the Liaison Committee shall meet to discuss UBC's concerns with the budget. If, following the discussions and any modifications to the budget agreed to by the Board of Directors, UBC reaches the conclusion referred to in paragraph (a), then UBC shall notify the UNA that the proposed budget is approved.
- (c) If the proposed budget is not approved pursuant to paragraph (a) or (b), the UNA must propose an amended budget for UBC's approval as soon as practicable, and the process described above shall be repeated. The failure to agree on a budget is not in and of itself a matter to which the dispute resolution procedure in Section 19.2 applies. However, should either party allege a breach of this Agreement or should the UNA believe that UBC has not adequately taken into account the UNA's position, the UNA or UBC may invoke the dispute resolution procedure in Section 19.3.
- (d) If the budget is not approved before the start of the fiscal year, the UNA may make expenditures in accordance with the prior year's budget until the UNA has a UBC-approved budget for the fiscal year.

10.3 For greater certainty, the UNA may cause to be paid to UBC from the Neighbours' Fund sewer-related costs, either as those costs are billed directly to the UNA by UBC or paid by the UNA as a portion of the Services Levy contribution to the rates billed to Residents pursuant to their lease agreements with UBC, as well as amounts the UNA pays to UBC in relation to Residents accessing UBC Facilities and Amenities, UBC's administration of the Neighbours' Fund, and other costs upon which the parties may agree from time to time.

10.4 Amendments to the reserve policies for the Subfunds are subject to UBC approval. The amendments may alter, but not remove, the lower and upper limits on the amounts to be held in the Subfunds, which limits shall be based on standards of prudence consistent with those followed by municipalities in the establishment of analogous reserve funds.

10.5 Contributions will be made annually from the Neighbours' Fund to the Subfunds in accordance with the UNA's budget. The UNA may from time to time reallocate amounts between Subfunds, subject to UBC approval.

10.6 An expenditure may be made from a Subfund only if (i) the expenditure is in accordance with the purposes for which the Subfund has been established, (ii) the Board of Directors has approved the expenditure, and (iii) such other approvals as are required by the reserve policy for the Subfund have been obtained. The UNA will report expenditures from a Subfund in accordance with the reserve policy for the Subfund.

10.7 The UNA's fiscal year runs from April 1 to March 31 of the following year. For each fiscal year, the UNA will develop a budget, taking into any account contributions that UBC has committed to provide to the UNA and amounts anticipated to be withdrawn from the Subfunds and from UNA reserves.

10.8 To facilitate the preparation of the UNA's budget, by November 15 of each year UBC will inform the UNA of:

- (a) any new Facilities, Amenities or Municipal-like Services which UBC intends to transfer to the UNA during the next fiscal year;
- (b) the percentage of the planned market and rental housing, and commercial buildings for the Neighbourhood Housing Areas that will have been constructed as of December 31 of that year; and
- (c) the estimated assessments from the BC Assessment Authority and the amount of Neighbourhood Levy or any other municipal-like charge or tax that UBC will collect from the Neighbourhood Housing Areas and deposit into the Neighbours' Fund for the next fiscal year pursuant to Section 9.2.

10.9 UBC will inform the UNA annually of the water, sanitary sewer, and storm sewer rates charged by UBC to the leasehold strata corporations and to the UNA.

10.10 Recognizing that UBC may incur expenses that are reasonably determined to be for the benefit of the Residents, UBC may request reimbursement for such expenses from the Neighbours' Fund. These expenses may include costs associated with the delivery of utility services. In the event that UBC makes such a request, UBC and the UNA will negotiate in good faith to agree on the amount of such expenses based on a full consideration of the relevant factors. Such factors should recognize that the UNA may have incurred expenses all or some portion of which are reasonably determined to be for the benefit of the University Academic Community, the relative proportion of use between UBC and the UNA having regard to square footage or volumes, the specific physical areas used by the respective parties and other compensatory mechanisms. Conversely, the UNA may wish to request reimbursement by UBC for expenses it has incurred. Such a discussion may result in an agreement that expenses incurred by the UNA for the benefit of the University Academic Community exceed expenses incurred by UBC for the benefit of the Residents (or vice versa). In the event the parties are unable to agree as to the net amount of expenses that should be reimbursed by one party to the other, then the issue will be determined in accordance with Sections 19.2 and 19.3.

10.11 UBC, or such party as may be designated by UBC, may render services and incur expenses for work undertaken on behalf of the UNA, and UBC shall be entitled to reimbursement for such expenses, subject to Section 10.10. In the event such expenses are not included in the budget for the current fiscal year, repayment of those expenses will be budgeted and payable in the next fiscal year.

10.12 If the UNA incurs a deficit for a fiscal year, amounts shall be withdrawn from one or more Subfunds to fund the deficit, to the extent that this is permitted by the reserve policies for the Subfunds and approved by UBC. If the full amount of the deficit cannot be so funded, the UNA may request that UBC make a contribution to the UNA in the amount of the remaining deficit. Any such contribution shall, unless otherwise agreed by UBC, be repayable in accordance with Section 10.14.

10.13 UBC and the UNA agree that until 100% of the planned market and rental housing and commercial buildings for a Neighbourhood Housing Area are constructed (**Completion**), the Neighbourhood Levy collected from within that Neighbourhood Housing Area may not be sufficient to fund the actual costs of the operation, maintenance, repair and replacement of the UNA Facilities and Amenities and the Municipal-like Services within that Neighbourhood Housing Area. Accordingly:

- (a) the UNA and UBC will convene a joint committee which will establish standards of service based upon the service levels offered by municipalities with populations comparable to the number of Residents, and said standards, as amended from time to time, will be attached to this Agreement as Schedule “D”;
- (b) in addition to the Neighbourhood Levy that UBC deposits into the Neighbours’ Fund pursuant to Section 9.2, each year up to and including the year following the year that Completion has been achieved, UBC will reimburse the UNA for the costs it actually incurs to operate and maintain the UNA Facilities and Amenities or Municipal-like Services in that Neighbourhood Housing Area, to the same standards as the UNA operates and maintains the UNA Facilities and Amenities or Municipal-like Services in all of the other Neighbourhood Housing Areas, which shall be consistent with the standards of service established under Section 10.13(a), provided that the amount of such reimbursement shall not exceed the difference between the amount of the Neighbourhood Levy that would be collected after Completion as compared to the amount of the Neighbourhood Levy actually collected; and
- (c) in the event the parties are unable to agree on the additional amount to be reimbursed to the UNA pursuant to Section 10.13(b), then such amount will be determined in accordance with Sections 19.2 and 19.3.

10.14 If the UNA has a surplus for a fiscal year, unless otherwise determined by UBC, the surplus shall first be used to reimburse UBC for any amounts it has contributed pursuant to Sections 10.12 and 10.13(b) and any remaining surplus shall be transferred to the Subfund or Subfunds determined by the Board of Directors (subject to the reserve policy for each Subfund).

10.15 The UNA will retain an auditor to report at each annual general meeting of the Members on the financial statements of the UNA. The auditor's report shall include:

- (a) the auditor's opinion whether the financial statements fairly present the financial position of the UNA and its operations for that fiscal year;
- (b) any significant changes from prior annual reports; and
- (c) any opinion contained in the auditor's report which is qualified and the reasons for such qualification.

The UNA will provide UBC with copies of the auditor's report.

11.0 CONSTRUCTION OF NEW FACILITIES AND AMENITIES

11.1 The Parties acknowledge that UBC, as the owner and landlord of the Neighbourhood Housing Areas, has an established regime of collecting Community Amenity Charges from developers of market housing and using the funds from the Community Amenity Charges to pay for the cost or a portion thereof of the acquisition or construction of Facilities and Amenities. The parties also acknowledge the enhanced access to UBC Facilities for Residents, as described further in Article 15.0.

11.2 UBC will consult with the UNA, and receive the UNA's input with respect to the planning, including design, location, and use of any Facility or Amenity to be constructed within the Neighbourhood Housing Areas with Community Amenity Charge funds.

11.3 Prior to the commencement of the construction of a new Facility or Amenity within the Neighbourhood Housing Areas that is to be funded from Community Amenity Charges, UBC will provide the following information to the UNA with respect to such Facility or Amenity:

- (a) proposed site;
- (b) proposed design;
- (c) proposed schedule for construction; and
- (d) budget to complete construction.

11.4 In addition to the obligations set out in Section 11.3, UBC will form a building committee for the purpose of providing consultation and advice in connection with the uses and construction of a new Facility or Amenity within the Neighbourhood Housing Areas that is to be funded from Community Amenity Charges. This building committee will be comprised of representatives from the UNA and other parties potentially affected by the construction of such Facility or Amenity. UBC will consider and weigh the advice of the building committee. However UBC will have the authority to make all final decisions with respect to the site, design, construction schedule, and budget for such Facilities or Amenities within the Neighbourhood Housing Areas.

11.5 All new Facilities or Amenities to be constructed within the Neighbourhood Housing Areas must comply with the Land Use Plan and the relevant Neighbourhood Plan.

11.6 During the term of this Agreement, UBC may use the Community Amenity Charges solely to pay for the costs of construction, acquisition, or renovation of:

- (a) Facilities or Amenities within the Neighbourhood Housing Areas; and
- (b) Facilities or Amenities for which UBC and the UNA agree that Community Amenity Charges should be used.

11.7 In the event that UBC wishes to use Community Amenity Charges to cover the costs of Facilities or Amenities that are outside the Neighbourhood Housing Areas, UBC shall advise the UNA of its desire and the parties shall discuss in good faith the amount of the contribution, if any, to be made from such funds and no contribution will be made in the absence of an agreement between UBC and the UNA on this issue.

11.8 In the event the actual aggregate cost to construct, acquire or renovate Facilities and Amenities is less than the aggregate amount of Community Amenity Charges collected by UBC at the end of five years after the full build-out of the Neighbourhood Housing Areas, UBC will pay the balance into the Capital Replacement Fund, provided however, that if UBC and the UNA were unable to come to an agreement on any matter contemplated by Section 11.7, the monies that UBC had proposed to spend under Section 11.7 shall not be deposited into the Capital Replacement Fund but shall instead be disposed of as agreed to between UBC and the UNA. If the parties are unable to reach agreement as to the disposition of such monies, the matter will be determined in accordance with the dispute resolution process set out in Sections 19.2 and 19.3.

11.9 In the event the cost of the acquisition and construction of Facilities and Amenities in the Neighbourhood Housing Areas is more than the Community Amenity Charges UBC collects for such purposes, UBC will be responsible for and pay for such excess costs without contribution from the Neighbours' Fund nor will UBC demand such amounts be paid by the UNA, Residents or Members. However, the decision as to whether or not to acquire or construct Facilities or Amenities shall be UBC's to make and UBC shall not be under any obligation to incur any such costs.

11.10 UBC will annually provide an accounting to the UNA as to:

- (a) the amount of the Community Amenity Charges collected by UBC;
- (b) the total cost funded by Community Amenity Charges for the acquisition and construction of Facilities and Amenities within the Neighbourhood Housing Areas; and
- (c) the total cost funded by Community Amenity Charges for the acquisition and construction of Facilities and Amenities located outside the Neighbourhood Housing Areas in accordance with Section 11.7.

12.0 TRANSFER OF MUNICIPAL-LIKE SERVICES, FACILITIES AND AMENITIES

12.1 Upon completion of any new Municipal-Like Services located within the Neighbourhood Housing Areas, the parties will agree as to when the UNA will assume responsibility for operation, maintenance, repair and replacement, and Schedule “B” will be amended accordingly. Within 15 days of the date of the amendment of Schedule “B”, the parties will enter into a licence agreement for each additional Municipal-Like Service, for the sum of \$1.00.

12.2 Unless otherwise agreed by the parties, the effective date of any licence agreement contemplated by Section 12.1 shall be the date on which the UNA is to assume responsibility for the relevant Municipal-like Service, as set forth in Schedule “B”.

12.3 Immediately upon transfer of any new Facility or Amenity located within a Neighbourhood Housing Area from UBC Properties Trust to UBC, the UNA will assume responsibility for its operation, maintenance, repair and replacement, as of an effective date expressed in the transfer, and Schedule “C” will be amended accordingly.

12.4 In the event the UNA is required to accept responsibility for a Facility or Amenity earlier than 1 year after substantial completion of such Facility or Amenity (the **Warranty Period**), UBC will remedy any defects or deficiencies which occur or are identified during the Warranty Period.

12.5 Irrespective of the commencement dates of all licenses granted by UBC to the UNA pursuant to this Agreement or predecessor agreements, all licenses within a particular Neighbourhood Housing Area, will terminate on the same date.

12.6 The UNA, may not sell, assign, transfer, lease, mortgage, pledge, charge or otherwise encumber the licensed interests granted pursuant to this Agreement or predecessor agreements without the prior written consent of UBC.

12.7 The UNA shall:

- (a) assume management, operation and maintenance, and
- (b) be solely responsible for all debts, liabilities and claims,

arising out of the use and operation of Municipal-Like Services, UNA Facilities, or UNA Amenities during the term of the applicable licence agreement.

12.8 If UBC concludes that the UNA is not providing, operating, maintaining, repairing or replacing the Municipal-like Services, UNA Facilities, or UNA Amenities at least to the standard set out in Schedule “D”, then UBC may provide notice to the UNA of the particular service which UBC believes is not being performed to the above-noted standard. Within 30 days of receipt of such notification, the UNA will remedy the defect in the provision of services or respond to UBC as to why in the opinion of the UNA such services are in fact being performed to the required standards.

12.9 In the event the UNA fails to remedy the defect in the provision of services or otherwise respond to UBC pursuant to Section 12.8, UBC may take such corrective measures as it sees fit. The actual out-of-pocket costs of such corrective measures as well as reasonable overhead costs that are incurred by UBC will be paid for from the Neighbours' Fund provided the UNA agrees that the UNA failed to meet the standard referred to in Section 12.8. In the event the parties are unable to agree, the matter will be resolved in accordance with the procedure set out in Sections 19.2 and 19.3.

13.0 COMMERCIAL SUB-LICENSES

13.1 In the event any UNA Facilities contain space which is intended for or can accommodate commercial use, UBC agrees that the UNA may sub-license such space and the UNA will be entitled to receive all revenues arising from the sub-licensing provided that:

- (a) UBC consents to the proposed commercial use, which consent shall not be unreasonably withheld;
- (b) the proposed commercial use will not violate any Legislation affecting the UNA Facilities or UBC; and
- (c) the proposed commercial use will not place UBC in breach of any of its other contractual obligations.

13.2 While the UNA is entitled to receive all revenues arising from the sub-licensing of the UNA Facilities for commercial use, it is understood that any revenue the UNA collects will be accounted for in the UNA's financial statements.

14.0 USE OF UNA FACILITIES BY THE UNIVERSITY ACADEMIC COMMUNITY

14.1 The UNA agrees to use its best efforts to provide the University Academic Community access to the UNA Facilities, having regard to:

- (a) the needs of the Residents, and
- (b) the UNA's obligations to operate, maintain, repair and replace the UNA Facilities from time to time with the resources available to the UNA.

14.2 UBC may identify from time to time those UNA Facilities for which UBC wishes to negotiate rights of access for members of the University Academic Community that are more favourable than the access that the UNA offers to members of the general public. Upon receiving notification of a particular UNA Facility to which UBC wishes to negotiate such enhanced access, UBC and the UNA will negotiate in good faith with a view to securing such enhanced access to the UNA Facility for the University Academic Community. UBC acknowledges that such enhanced access will normally require a contribution by UBC toward the operating costs of the relevant UNA Facilities.

15.0 USE OF UBC FACILITIES BY THE RESIDENTS

15.1 The parties have agreed to certain access arrangements as set forth in Schedule “F”. The parties anticipate establishing further arrangements and may modify the associated benchmarks from time to time during the term of this Agreement. The UNA may identify from time to time those UBC Facilities for which the UNA wishes to negotiate rights of access for Residents that are more favourable than the access that UBC offers to members of the general public. Upon receiving notification of a particular UBC Facility to which the UNA wishes to negotiate such enhanced access, UBC and the UNA will negotiate in good faith with a view to securing such enhanced access to the UBC Facility for the Residents in accordance with the principles set out in Schedule “F”. As enhanced access is agreed upon and benchmarks for such enhanced access are established, they will be incorporated into Schedule “F”. The UNA acknowledges that such enhanced access will normally require a contribution by the UNA toward the operating costs of the relevant UBC Facilities.

15.2 While UBC will have, subject to Schedule “F”, the right to determine the schedule on which UBC Facilities will be made available to the Residents, UBC agrees to use its best efforts to ensure that UBC Facilities are made available to the Residents during times which reasonably accommodate the intended use of each UBC Facility and in accordance with benchmarks as set out in Schedule “F”, as that Schedule may be amended from time to time. In the event that UBC is unable to provide Residents with a reasonable level of access to UBC Facilities, UBC will procure access for Residents to alternative facilities or will provide the UNA with an appropriate level of funding (to be deposited into the Neighbours’ Fund) so as to assist the UNA in procuring access to alternative facilities, such access to be in accordance with the benchmarks established in Schedule “F”.

16.0 MAJOR DECISIONS

16.1 UBC will consult with the Board of Directors with respect to any UBC decision regarding the physical development of the Campus that UBC, acting reasonably and fairly, concludes is likely to have a real and substantial impact on the Residents, such as:

- (a) recreational amenities that are important to the Residents;
- (b) shared infrastructure, including roads, water, and sewers; and
- (c) the health and environment of the Residents.

16.2 The UNA may not sell, assign, transfer, lease, mortgage, pledge, charge or otherwise dispose of or encumber, or agree to dispose of or encumber any of the undertaking, property or rights of the UNA without the consent of UBC.

16.3 Unless such action is within the ordinary course of business of the UNA, the UNA will not do the following without the consent of at least a majority of the Board of Directors (which majority may include the casting vote of the chair of a meeting):

- (a) incur any disbursement, liability or obligation or commit to make any capital expenditure; or

- (b) grant financial assistance to any person, directly or indirectly, by way of loan, guarantee, the provision of security or otherwise.

16.4 The UNA may not change the required signatories on any account of the UNA with a bank, trust company, or similar financial institution without the consent of at least a majority of the Board of Directors (which majority may include the casting vote of the chair of a meeting).

17.0 UNA INSURANCE AND INDEMNITY

17.1 The UNA shall acquire or otherwise arrange, at its cost, such insurance as a prudent business person would acquire with respect to the provision of Municipal-like Services and the operation, maintenance, repair and replacement of the UNA Facilities and Amenities. The insurance must:

- (a) subject to Section 17.4, include all-risks (including flood and earthquake) property insurance for the UNA Facilities;
- (b) include all-risks property insurance covering all property owned by the UNA or installed by or on behalf of the UNA, in the UNA Facilities and Amenities, including but not limited to, fittings, installations, alterations and all other tenant improvements;
- (c) include comprehensive general liability insurance in the amount of not less than \$10 million per occurrence;
- (d) include UBC as an additional insured together with the Board of Governors, UBC Properties Trust, and their officers, employees, agents and contractors; and
- (e) at UBC's written request, include a cross-liability clause and a waiver of the right of subrogation against UBC and UBC Properties Trust.

17.2 The UNA's insurance must be underwritten by an insurer or insurers duly authorized to carry on business within the Province of British Columbia, with a rating of A.M. Best A- or better, and the form of each policy must be approved by UBC. Each policy shall provide that it may not be cancelled or altered without 30 days' prior written notice to UBC. Upon the issue, and each renewal or replacement thereof, each policy or a certified duplicate thereof or other satisfactory evidence of insurance shall be delivered to UBC. Proof of payment of premiums for insurance shall also be delivered to UBC, upon request.

17.3 At the UNA's request, UBC will assist the UNA in establishing a relationship with a major insurance broker to enable the UNA to acquire the mandatory insurance.

17.4 With respect to property insurance for the UNA Facilities:

- (a) The UNA acknowledges that pursuant to the UNA Licenses entered into by UBC and the UNA for the Wesbrook Place Community Centre and the Old Barn Community Centre (collectively referred to herein as the **Community Centres**) the UNA shall repair, maintain, and keep in good and substantial repair each of the

Community Centres, including, all equipment and fixtures, including without limitation exterior and interior doors, walls, the roof, structure, windows, glass, partitions, heating, ventilating, air conditioning, plumbing and electrical equipment within each of the Community Centres and any improvements now or hereafter made to each of the Community Centres.

- (b) As at the date of this Agreement, the UNA has asked, and UBC has agreed to procure and maintain all-risks property insurance (including flood and earthquake) through the Optional Property Policy offered by the University, College and Institute Protection Program (the **UCIPP Coverage**), at the UNA's cost, for each of the Community Centres and any other UNA Facilities that may be constructed from time to time and licensed to the UNA pursuant to the terms of a UNA License in the form attached hereto as Schedule "E". For greater certainty, the UNA shall separately acquire all-risks property insurance covering all property owned by the UNA or installed by or on behalf of the UNA, in the Community Centres, in accordance with Section 17.1(b) above.
- (c) The UCIPP Coverage is to have a deductible equal to an amount determined by the UNA, subject to the minimum deductible available.
- (d) The UCIPP Coverage is to include, to the extent possible, a waiver of the right of subrogation against the UNA.
- (e) Should a claim be made against the UCIPP Coverage, UBC shall cooperate with the UNA in the claims process, and subject to Section 17.4(f), pay over to the UNA the insurance monies received from the insurer on the condition that the UNA shall use such insurance monies for the repair of the loss or damage in respect of which such insurance monies are payable hereunder against certificates of an architect engaged by the UNA or such other person as UBC and the UNA may agree upon who is in charge of such repair. Should the UNA unreasonably delay the repair, UBC shall be entitled to effect such repairs, utilizing the insurance monies and otherwise in compliance with the provisions of the relevant UNA License.
- (f) UBC hereby reserves the right to appoint a trustee at any time and from time to time to manage the payment out of insurance monies for the repair of damage to the insured UNA Facilities, such appointment to be made in the sole discretion of UBC in circumstances in which insurance proceeds would otherwise be payable to the UNA.
- (g) UBC shall give the UNA reasonable advance notice of any changes to the UCIPP Coverage, including coverage and premiums, and if UBC decides to change property insurance providers. If UBC is for any reason no longer unable to secure property insurance for the UNA Facilities, UBC shall provide the UNA reasonable advance notice and thereafter the UNA shall procure property insurance for the UNA Facilities directly, and the provisions of Section 17.1 and 17.2 shall apply to such coverage.

- (h) The UNA may, at any time, give UBC notice that it wishes to place property insurance for the UNA Facilities directly, and the provisions of Section 17.1 and 17.2 shall apply to such alternative coverage.

17.5 The UNA hereby indemnifies and agrees to defend and hold harmless UBC, its affiliates and its governors, officers, employees, agents and officials (collectively, the **Indemnitees**) from and against any claims, costs (including reasonable third party lawyer fees and court costs), expenses, damages, liabilities, losses or judgments arising out of, or in connection with, any claim, demand or action made by any third party, if any such claim, demand or action is sustained as a direct result of the fault or negligence of the UNA, or persons for whom the UNA is responsible or liable at law, in connection with the delivery of the Municipal-Like Services except where and to the extent that such claims, demands or actions are sustained by the fault or negligence of the Indemnitees or their contractors or subcontractors.

17.6 The following provisions apply if the Indemnitees become aware of a claim, demand or action (the **Claim**) which the Indemnitees believe is a claim, demand or action to which the UNA's indemnity in Section 17.5 applies (an **Indemnified Claim**):

- (a) Within 10 business days of becoming aware of the Claim, the Indemnitees shall provide the UNA with written notice of the Claim, together with all reasonable particulars.
- (b) Acting reasonably and as soon as is practicable, the UNA will review the Claim on the basis that the alleged facts are true, and notify the Indemnitees whether the Claim is an Indemnified Claim.
- (c) If the Claim is in Indemnified Claim, the UNA shall control the defense of the Claim, including selecting and retaining legal counsel, and all settlement negotiations. The Indemnitees shall, at the cost of the UNA, cooperate to the extent required by the UNA to properly conduct the defense and all settlement negotiations. The Indemnitees may, at their own expense, retain legal counsel and other experts to participate in the defense or negotiations of the Indemnified Claim, if they so choose.
- (d) Any settlement of the Claim intended to bind the Indemnitees shall not be finalized without the Indemnitees' consent, which consent will not be unreasonably withheld or delayed.

18.0 TERM AND TERMINATION

18.1 Notwithstanding its date of execution, this Agreement will be effective on , 2020 and on that day will replace in its entirety the Neighbours' Agreement 2015.

18.2 Unless this Agreement is terminated pursuant to the terms of this Article, this Agreement shall continue so long as the UNA remains in existence.

18.3 This Agreement will be automatically terminated if:

- (a) there is a dissolution of the UNA;
- (b) all or any of the Neighbourhood Housing Areas become part of the City of Vancouver or another municipality or local authority or similar type of governing body (other than the Metro Vancouver Regional District);
- (c) the termination occurs pursuant to Section 18.5; or
- (d) either party gives the other at least 90 days' written notice of its intention to terminate this Agreement.

18.4 In the event UBC concludes that the UNA:

- (a) has amended its Constitution or Bylaws in a manner which is inconsistent with the purposes of the UNA as described in Section 3.1,
- (b) breached or failed to comply with any of its obligations under this Agreement,
- (c) uses the Neighbours' Fund in a manner inconsistent with the purposes for which the Neighbourhood Levy has been collected, or
- (d) has otherwise acted contrary to the public interest or to the intent or purposes of this Agreement,

then UBC may request that the UNA respond to such allegations upon receiving written notice from UBC. Thereafter, the UNA will have 30 days from the receipt of such notice to respond to such allegations and if appropriate, remedy or substantially mitigate the matter all to UBC's satisfaction.

18.5 In the event the UNA fails to respond to the allegations or, if applicable, remedy or substantially mitigate the matter all to UBC's satisfaction within the 30 day period, UBC may terminate this Agreement upon the expiry of 60 days' notice of UBC's intention to terminate, subject only to a final determination made pursuant to Sections 19.2 and 19.3.

18.6 Failure of UBC to take any of the steps set out in Sections 18.4 and 18.5 will not be deemed to be a waiver of UBC's rights to take such steps at any time.

18.7 Any agreements made and any licences granted from time to time for particular Facilities or Amenities pursuant to this Agreement or predecessor agreements will immediately terminate upon the termination of this Agreement regardless of the terms set out in those agreements or licences. Upon termination of this Agreement, any monies, records, or other assets that are in the custody or control of the UNA as a result of the operation of this Agreement, or any related agreement, shall be delivered to UBC forthwith. Without limiting the generality of the foregoing, any rights that the UNA may enjoy in connection with Facilities or Amenities as a result of this Agreement or a predecessor agreement, or any licence agreements contemplated herein, shall be terminated and shall revert to UBC.

19.0 APPROVALS AND DISPUTE RESOLUTION PROCEDURE

19.1 For any matter that, pursuant to this Agreement, is subject to the approval of UBC (other than the UNA's annual budget),

- (a) UBC may approve the matter;
- (b) if UBC has questions or concerns that it needs addressed before it decides whether to grant approval, UBC will discuss the matter with the UNA, after which UBC will either approve or reject the matter; and
- (c) if UBC refuses to grant approval, the UNA may request, in writing, that the matter be raised to the UBC Liaisons. The UBC Liaisons will consider the matter and may, in their discretion, engage with the UNA Liaisons, prior to issuing UBC's decision on the matter.

19.2 In the event a dispute arises pursuant to this Agreement or in the event the UNA believes that UBC has not adequately taken into account the UNA's position on an issue which directly or indirectly affects Residents, the matter shall be referred initially to the Chief Administrative Officer of the UNA and UBC's Associate Vice President, Campus and Community Planning (or then equivalent positions), provided however that

- (a) any such referral must take place within a reasonable period of time after the facts giving rise to the matter become known to the party invoking this Section, which shall not exceed one year; and
- (b) unless these individuals have been given authority to bind their organizations, any proposed resolution of the matter is subject to the approval by UBC and UNA through their internal approval process.

19.3 If within 30 days of such referral, these two individuals have been unable to resolve the matter, either individual may refer the matter to the Liaison Committee, which shall convene a special meeting of all members and the Chancellor of UBC, who shall participate as a voting member of the purposes of this Section. The parties shall use their best efforts to convene this special meeting as soon as is reasonably practicable. The Liaison Committee (with the Chancellor as a voting member) shall determine the matter by simple majority and such determination shall be final and binding on the parties.

20.0 GENERAL

20.1 Review of Agreement

The parties agree that they will in good faith review the terms and conditions contained within this Agreement from time to time, and make such amendments as may be reasonably required from time to time.

20.2 Limitation of Authority

Nothing contained in this Agreement creates or will be deemed to create a partnership or joint venture between the parties, and neither party shall have the ability or authority to enter into contracts on behalf of the other party, save as provided for in this Agreement.

20.3 Notices

All notices, demands and requests which may be or are required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given if served personally, mailed prepaid and registered, or faxed to the parties at the addresses set out below:

The University of British Columbia
Walter C. Koerner Library
7th Floor, 1958 Main Mall
Vancouver, BC V6T 1Z2
Attention: President
-and-

University Neighbourhoods Association
202-5923 Berton Avenue
Vancouver, BC V6S 0B3
Attention: Chair of the Board of Directors

20.4 Governing Law

This Agreement and all matters arising under this Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.

20.5 Severability

If any one or more of the provisions contained in this Agreement should be found to be invalid, illegal or unenforceable in any respect then the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired, unless as a result of such determination this Agreement would fail in its essential purpose.

20.6 Assignment

This Agreement may not be assigned by either party,

20.7 Other Agreements

Each of the parties agree that they will take such reasonable steps and execute such other documents as may be reasonably required to carry out the intent of this Agreement.

20.8 Waiver

No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right or any other right unless the waiver is in writing and executed by the party to be bound by the waiver. Any waiver of a breach by a party shall not constitute consent to, waiver of, or excuse for any different or subsequent breach of this Agreement.

INTENDING TO BE LEGALLY BOUND, the parties have executed this Agreement.

SIGNED FOR AND ON BEHALF of
THE UNIVERSITY OF BRITISH COLUMBIA
by its duly authorized signatories:

Per: _____
Authorized Signatory
Date:

Authorized Signatory
Date:

SIGNED FOR AND ON BEHALF of
UNIVERSITY NEIGHBOURHOODS ASSOCIATION
by its duly authorized signatories:

Per: _____
Authorized Signatory
Date:

Authorized Signatory
Date:

SCHEDULE “A”

NEIGHBOURHOOD HOUSING AREAS

1. Chancellor Place
2. East Campus
3. Hawthorn Place
4. Wesbrook Place
5. Hampton Place
6. Stadium Road
7. Acadia East



SCHEDULE “B”

MUNICIPAL-LIKE SERVICES TO BE PROVIDED BY UNA

1. Chancellor Place

Services	Effective Date
Landscaping (50%)	As of June 30 2007
Streetlighting (50%)	As of June 30 2007

2. East Campus

Services	Effective Date
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3. Hawthorn Place

Services	Effective Date
Landscaping (100%)	As of June 30 2007
Streetlights (100%)	As of June 30 2007

4. Wesbrook Place

Services	Effective Date
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5. Hampton Place

Services	Effective Date
Landscaping (100%)	2004
Streetlights (100%)	2004
Roadways (100%)	2004

SCHEDULE “C”

FACILITIES AND AMENITIES WITHIN NEIGHBOURHOOD HOUSING AREAS FOR WHICH THE UNA ASSUMES RESPONSIBILITY

A. Facilities

	<u>Effective Date</u>
1. Chancellor Place	
2. East Campus	
3. Hawthorn Place (Old Barn Community Centre)	July 2007
4. Wesbrook Place	
5. Hampton Place	

B. Amenities

	<u>Effective Date</u>
1. Chancellor Place (Boulevards)	
2. East Campus	
3. Hawthorn Place (parks and boulevards)	<u>As of June 2007</u>
4. Mainway within Hawthorn Place	<u>As of June 2007</u>
5. Rhododendron Wood	<u>As of June 2007</u>
6. Wesbrook Place	
7. Hampton Place (boulevards and public open space)	<u>2004</u>

SCHEDULE “D”

STANDARDS TO WHICH UNA WILL ADHERE

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

TABLE 1. SEWERS (SANITARY AND STORM)

SEWERS	Task	Comments	Frequency
	video inspection		Frequency to depend on the results of a video inspection of sewer mains in Hampton Place (lines will most likely require servicing here first as this is the first neighbourhood developed in the community). Based on these results develop a program that will adequately maintain the sewer mains as the systems age with time.*
	flushing of the sewer mains	Flush all blocked and constricted mains as identified in video inspection to the property line, starting with branch lines, followed by main lines. Inform strata of blockages in branch lines on their property and the need for cleaning.	Frequency dependent on results of video inspection.
	clean catch basins	inspection and cleaning	1 X year; Recommend developing a program that inspects the catchbasins based on risk of flooding, removal of pollutants and elimination of mosquito habitat.
	inspect manholes	inspection	1 X year
	pump station servicing	A future pump station may be required in South Campus given the topography of the area.	1 X day
	root control program		Detect issues by video inspection and remedy as required.

Notes:

* Program to be discussed and agreed upon with UBC, as represented by the Associate Vice President Campus and Community Planning in consultation with the Associate Director, Infrastructure and Services.

TABLE 2. WATERWORKS

Utility	Task	Comments	Frequency
	flushing		As necessary, will vary according to age. At least 1 X 3 years*
	valves	inspect	As necessary, will vary according to age. At least 1 X 2 years
	hydrants	inspection	As necessary, will vary according to age. At least inspect 1 X 1 year
		maintenance	As necessary, will vary according to age. At least maintain 1 X 1 year
	small meters		frequency depends on the meter; judge level of maintenance on a business case analysis.
	response to leaks		Target as soon as possible but at least within 24 hours, and in no case longer than 72 hours
	valve repairs		UNA will ensure service within no longer than a 2 to 3 week period

Notes:

* As recommended by the BC Water and Waste Association

TABLE 3. STREETLIGHTING

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

TABLE 4. ROADWAYS

Utility	Task	Comments	Frequency
Roads	Snow removal on roads		Within a few hours under usual snowfall conditions for "snow emergency routes". Residential hills and designated bicycle routes are considered high priority.
	Snow removal on pedestrian paths	TBD	Sidewalks will be cleared on the same frequency as snow removal from roads (see above).
	Leaf Removal	TBD	1 X year
	Painting of center lines and other road markings	Retracing of centrelines Trouble call response Maintenance Repair	Retrace once every 2 years or as required (particularly longer if thermoplast); test in the spring for retro-reflectivity; Within 24 hours 1 X year 1 week
	Road sweeping	Trouble Call Response Sweep in September prior to Winter storms; sweep after November rains; Sweep in May after leaf season.	1 week 3 X year
	Repair of cracks and holes		As required. Within 3 days (response)
	Catchbasins	See Table 1. Sewers	See Table 1. Sewers
	Repair of paved walks	Slip/trip/repair program.	As soon as possible but within no more than 7 days to address a sidewalk trip (paving at different elevation in the sidewalk creates a tripping hazard)
	Vegetative Control on Roads and Paths	inspect trouble call response maintain	2 x year 1 week 4 x Year or as required
	Street Furnishings (benches, litter bins, bus shelters)	inspect trouble call response maintain repair	Yearly 1 Week Yearly As required

TABLE 5. PARKS

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

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

<i>Bedding Plants:</i>	
<i>Bulbs</i>	
Fertilize	Annually
Renew	annually
<i>Annuals</i>	
Change	2-3 times annually
Deadhead	twice (mostly during growing season)
Fertilize	3 applications a year
Water	as required

TABLE 6. OTHER SERVICES

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

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

SCHEDULE "E"
FORM OF UNA LICENSE

THIS LICENSE AGREEMENT is dated for reference <@>, 20<@>.

BETWEEN:

THE UNIVERSITY OF BRITISH COLUMBIA, a corporation continued under the *University Act* of British Columbia and having its administrative offices at the 7th Floor, Walter C. Koerner Library, 1958 Main Mall, Vancouver, British Columbia, V6T 1Z2

(hereinafter referred to as the "**Licensor**")

OF THE FIRST PART

AND:

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

(hereinafter referred to as the "**Licensee**")

OF THE SECOND PART

WHEREAS:

A. The Licensor is the registered owner of lands situate lying and being on the campus of The University of British Columbia (the "**Campus**") civically described as <@>, Vancouver, British Columbia and legally described as:

PID: <@>

Lot <@>

District Lot <@>, Group 1, New Westminster District

Plan <@>

(the "**Land**").

B. Attached hereto for reference purposes as Schedule "A" is a Layout Plan of the Land showing:

(i) the location of the building (the "**Building**"), if any, situate on the Land; and

(ii) in bold outline (red if printed in color) that part of the Land that is included in the area covered by the license granted in this agreement;

(the Building and such part of the Land are together the "**Licensed Property**").

C. The Licenser and Licensee have agreed to enter into a license for the purposes of the operation of the Licensed Property by the Licensee, at the Licensee's expense, as a <@> (together the "**Permitted Uses**").

D. All capitalized words in this License which are not defined in this License shall have the meanings given to them in the Neighbours' Agreement 2008 entered in between the Licenser and the Licensee (the "**Neighbours' Agreement**"), Part 11.0 of which agreement contemplates the granting of licenses to the Licensee such as this License.

IN CONSIDERATION of the Basic License Fee as defined in Article 2 below and other good and valuable consideration, the Licenser grants to the Licensee the licence and contractual right (together the "**License**") to the exclusive use and enjoyment of the Licensed Property on the terms set out in this Agreement.

The Licenser and the Licensee covenant and agree with each other as follows:

1. **TERM**

- (a) The term of this License (the "Term") shall commence on the <@> day of <@>, 20<@> and continue until the earlier of:
 - (i) the day immediately prior to the expiry date of the last of the long term model strata lot leases to expire in the Neighbourhood Housing Area within which the Licensed Property is located (the "Strata Lot Leases"); and
 - (ii) the day on which the Neighbours' Agreement is terminated; (the "**Expiry Date**").
- (b) Notwithstanding subparagraph 1(a)(i) above, if one or more of the Strata Lot Leases is renewed by the Licenser, then the Licensee shall have the option to renew this License by delivering a notice of such renewal to the Licenser 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 day immediately prior to the expiry date of the last of the Strata Lot Leases to be renewed.
- (c) This License may be terminated prior to the Expiry Date only in accordance with paragraph 21 of this Agreement.

2. **LICENSE FEE. UTILITIES AND TAXES**

The Licensee 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 the Licenser in advance on the execution of this License;
- (b) the "General Municipal Services Levy", to the Licenser, which levy the Licenser normally collects as part of the rent charged to tenants of rental housing and commercial space located within Neighbourhood Housing Areas, and which levy

the Licensee shall be required by this Agreement to pay to UBC in respect of any part of the Licensed Property that is used for commercial purposes by the Licensee or by any permitted sublicensee of the Licensee;

- (c) all utilities and other costs which are incurred by the Licensor in connection with the Licensed Property shall be paid on their due dates to the providers thereof;
- (d) any Charge, as defined in paragraph 7, to the governmental party levying same;
- (e) 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 the Licensor if the Licensor is required by law to collect such taxes; and
- (f) every other governmental charge of every name, nature and kind whatsoever which may be levied, assessed, charged or imposed upon the Licensed Property 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 Licensee with respect thereto to the Licensor at the Office of the Associate Vice-President, Treasury & Business Development of the Licensor located at Orchard House, 2336 West Mall, Vancouver, British Columbia, V6T 1Z4.

Payment of any applicable General Municipal Services Levy shall be made by no later than the due date set out in the invoice received by the Licensee with respect thereto to the Licensor at the Financial Services Office of the Licensor located at 305 – 2075 Wesbrook Mall, Vancouver, British Columbia, V6T 1Z1.

3. **USE OF LICENSED PROPERTY**

The Licensed Property shall not be used by the Licensee for any purposes other than the Permitted Uses. The Licensee shall use only the advertised name “**University Neighbourhoods Association**” and shall not change the advertised name of the community centre to be operated in or on the Licensed Property without the prior written consent of the Licensor; provided however, it is agreed that the signage to be installed by the operator, from time to time, of the <@>, Sublicensed Licensed Property on Schedule "B" attached hereto, which is being sublicensed by the Licensor shall be permitted, so long as such signage has been approved by The University of British Columbia's Department of Campus & Community Planning ("**Campus & Community Planning**"). The Licensee acknowledges that it has satisfied itself that the Licensed Property may be used for the Permitted Uses. It is understood and agreed that the Licensor may arbitrarily withhold its consent to the use of a name by which the Licensed Property will be advertised or marketed for which the Licensee is to be paid promotional consideration, either in money or in kind.

4. **REPAIR AND MAINTENANCE**

The Licensee shall at all times during the Term repair, maintain and keep the Licensed Property as applicable, all equipment and fixtures including without limitation exterior and interior doors, walls, the roof, structure, windows, glass, partitions, heating, ventilating, air-conditioning,

plumbing and electrical equipment and equipment and fixtures within the Building and any improvements now or hereafter made to the Building, equipment and fixtures in a good and substantial state of repair and the Licensee covenants to perform such maintenance, to effect such repairs and replacements and to decorate at its own cost and expense as and when necessary, or as the Licensee is reasonably required to do so by the Licensor. In the event that the Licensee fails to comply with the foregoing provisions the Licensor may, at its option, rectify the situation and collect the expense for such work from the Licensee in the same manner that the Licensor may recover the Basic License Fee that is in arrears.

5. **CHANGES AND REPAIRS**

The Licensee shall not make any alterations, repairs, renovation, modifications, installations or improvements (“**Alterations**”) to the Licensed Property without first providing details of such Alterations to the Licensor and obtaining written consent from the Licensor, both through the Associate Vice-President, Campus & Community Planning, and obtaining and paying for all necessary fees for permits from the relevant authorities with respect to any such Alterations. At the request of the Licensor the Licensee shall provide the Licensor, prior to the commencement of the Alterations, (a) details of the proposed Alterations including detailed drawings and specifications prepared at the Licensee’s expense by qualified architects or engineers, (b) evidence satisfactory to the Licensor that the Licensee has obtained all necessary consents, approvals, permits, clearances, licenses and inspections from the relevant authorities, which authorities may include the Licensor. Any alterations made by the Licensee to the Licensed Property without the prior written consent of the Licensor or which are not made in accordance with any drawings and specifications approved by the Licensor, if requested by the Licensor, shall be immediately removed by the Licensee at the Licensee’s expense and the Licensed Property restored to their previous condition, failing which the Licensor may at its option, without notice to the Licensee and without any liability on the Licensor’s part, enter the Licensed Property and remove them and any monies expended by the Licensor for that purpose shall be repayable by the Licensee on demand and be recoverable in the same manner that the Licensor may recover Basic License Fee that is in arrears.

All Alterations shall be done by contractors or other workers or trades-persons in good and a professional manner with first class materials in accordance with all applicable laws, building codes, rules and regulations, and the University Master Plan and Development Guidelines as amended from time to time and as adopted by the Board of Governors of the University.

6. **ASSIGNMENT AND SUBLETTING**

The Licensee shall not assign or sublicense or otherwise part with possession or permit others to use the whole or any part of the Licensed Property except in accordance with the provisions of Part 12.0 of the Neighbours' Agreement.

7. **APPEAL OF TAXES**

In the event that any tax, assessment, rate, fee or similar charge of any nature whatsoever arising from the Licensee’s use or occupation of the Licensed Property (collectively called the “**Charge**”) is levied, assessed, charged or imposed or becomes a lien or charge upon the Land or any Building or any portion thereof the Licensee shall pay such Charge and if for whatever reason the Licensee

wishes to contest the Charge, the Licensee shall have the right to do so and the Licensee shall indemnify and save harmless the Licensors from all costs and expense as a result thereof. The Licensee shall have the right to contest the Charge in the name of the Licensors with the consent of the Licensors, such consent not to be unreasonably withheld. This section and provision shall not apply to any charge which is based upon the income or capital of the Licensors.

8. **INSURANCE**

The provisions of Part 16.0 of the Neighbours' Agreement dealing with insurance shall apply to this License and to the Licensed Property.

9. **SIGNS**

Signs The Licensee shall not erect or place or suffer to be erected or placed or maintain any sign of any nature whatsoever on the Campus or the Lands or the Building without (i) first obtaining Campus & Community Planning's written approval and consent in each instance and (ii) abiding by The University of British Columbia's rules and regulations with respect to such signs; it being understood and agreed however that the Licensors may arbitrarily withhold its consent to the use of a name for the Licensed Property for which the Licensee is to be paid promotional consideration, either in money or in kind.

10. **OVERLOADING OF UTILITIES**

The Licensee shall not install or suffer to be installed equipment which will exceed or overload the capacity of utility facilities servicing the Licensed Property and if equipment installed or allowed to be installed by the Licensee requires additional utility facilities such facilities will be installed at the Licensee's expense in accordance with plans and specifications approved by the Licensors prior to installation, which approval is not to be unreasonably withheld.

11. **NUISANCE**

The Licensee 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 Building any practice or act, or engage in any activity which is or becomes a nuisance or a menace or which in any way injures the Lands, the Building, the Campus or any part thereof or is or becomes a hazard to any person using or occupying the Lands, the Building, the Campus or any part thereof.

12. **CLEANLINESS**

At the sole cost and expense of the Licensee the Licensed Property and outside seating area referred to in paragraph 24 shall be kept by the Licensee in a clean and sanitary condition in accordance with 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 the Licensors, and the Licensors's other rules and regulations. In the event the Licensee fails to comply with the foregoing provisions the Licensors may rectify the situation and collect the expense for such work from the Licensee in the same manner as arrears of the Basic License Fee.

13. **COMPLIANCE WITH LAWS AND REGULATIONS**

The Licensee shall comply with and abide by all federal, provincial, municipal and other governmental statutes, ordinances, laws and regulations affecting the Campus, the Lands or the Building and outside seating area referred to in paragraph 24 or any activity or condition on or in the Campus, the Lands or the Building and outside seating area referred to in paragraph 24.

“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 Building and outside seating area referred to in paragraph 24 and/or the users thereof and/or the Campus generally,

The Licensee shall observe and cause its employees, sublicensees, agents, contractors, invitees and others over whom the Licensee 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.

14. **MANAGEMENT AND CONTROL**

The Licensor shall have the exclusive right to manage and control the Campus, and the Licensed Property and other property leased or licensed to other tenants or licensees. Without limitation the Licensor has the right in the management and control of the Campus 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 the Licensor deems reasonably necessary;
- (b) close off all or any part of the Campus at such times as in the opinion of the Licensor 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 Agreement;
- (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 the Licensor 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 materially interfere with access to the Campus, the Land and the Building.

Notwithstanding what is set out immediately above in this paragraph 14, if such management and control of the Campus (as opposed to management and control of the Licensed Property , which

has, by the grant of this License, been passed to the Licensee) is, in the opinion of the Licensee, 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 Licensee's use of the Licensed Property, the Licensor agrees to consider in good faith any variance that is requested by the Licensee in writing. Any decision by the Licensor regarding a variance is at the sole discretion of The University of British Columbia.

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

15. **PARKING**

The Licensee and its respective officers, employees, suppliers, invitees and other persons having business with the Licensee shall be prohibited from using any part of the Campus designated for parking except as may be permitted from time to time by the Licensor or as outlined on the plans and specifications approved by the Licensor. Should the Licensee, its officers, employees, suppliers or invitees park vehicles in areas not allocated for that purpose, the Licensor shall have the right to remove the trespassing vehicles and the Licensee shall indemnify and save harmless the Licensor 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 paragraph 15, it is understood and agreed that it shall not apply to parking in locations within the Neighbourhood Housing Areas in respect of which the responsibility for regulation of such parking has been passed to the Licensee.

16. **SECURITY**

The Licensee is solely responsible for providing security services and patrols to the Licensed Property during the Term. The Licensee and the Licensor 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 Licensed Property and the Campus.

17. **ENTRY**

If the Licensor 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 Building 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, the Licensor shall apply in writing for the consent of the Licensee specifying the reason for entry or the nature and extent of such easement or Right-of-way. The Licensee shall not unreasonably withhold its consent to such entry or to such easement or right-of-way.

18. **INSPECTION OF THE LICENSED PROPERTY**

The Licensor, its servants, agents, contractors and representatives, shall be entitled at all reasonable times (after written notice given to the Licensee specifying the purpose) to enter the Licensed Property and other improvement thereon for any of the following purposes:

- (a) inspecting the same;
- (b) inspecting the performance by the Licensee of the terms, covenants, agreements and conditions of this License, and by any permitted sublicensee claiming by, through or under the Licensee 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.

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

19. PAYMENT OF TRADES, ETC.

The Licensee shall pay promptly all its contractors and suppliers and will not permit, do or cause anything to be done to the Building, the Land, or the outside seating area referred to in paragraph 24 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 Building or the Campus. In the event of any registration of any lien or other encumbrance the Licensee shall at its own expense cause the same to be immediately discharged. If such discharge is not so effected by the Licensee, the Licensor reserves the right to discharge the encumbrance and the costs therefor shall be payable by the Licensee.

20. CONTESTING OF LIENS

If the Licensee bona fide intends to contest any lien or claim of the nature described in Article 21 herein or any governmental charge, the Licensee shall notify the Licensor of such intention within 30 days after the Licensee learns of such lien or claim, or at least 30 days prior to the due date of such governmental charge, and if the Licensor so requires, shall promptly provide security in favour of the Licensor or the claimant for the payment thereof which is reasonable and satisfactory to the Licensor. The Licensor shall be entitled to take and to require the Licensee 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 Building or any portion thereof to be discharged therefrom provided that such steps do not materially prejudice or unreasonably interfere with the Licensee's position in the dispute. If the Licensee complies with the foregoing it shall not be in default hereunder and the Licensor shall not satisfy, discharge or pay, or cause the Licensee 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 Licensee 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 Building or any interest therein or any improvement thereon. In the event of any such contest, execution or proceeding the Licensee shall protect and indemnify the Licensors against all costs, expense and damage resulting therefrom.

21. **DEFAULT AND TERMINATION**

If the Licensee:

- (a) fails or neglects to make any payment due to the Licensors, in accordance with the terms of this License, within 30 days after the Licensors give to the Licensee written notice that the payment is overdue; or
- (b) fails or neglects to cure any default of any of the other terms, covenants, agreements, or conditions herein on its part to be observed, kept or performed, within 60 days after the Licensors give to the Licensee written notice of such default; or
- (c) uses the Licensed Property in a manner not authorized by the Licensors pursuant to Article 3 herein, and the Licensee fails or neglects to cure this default within 60 days after the Licensors give the Licensee written notice of such default; or
- (d) assigns, sublicenses, parts with possession of all or any part of the Licensed Property contrary to Article 6 herein and the Licensee fails or neglects to cure this default within 60 days after the Licensors give the Licensee written notice of such default; or
- (e) is adjudged insolvent or makes an assignment for the benefit of its creditors or otherwise takes the benefit of any statute for the benefit of insolvent debtors; or
- (f) abandons the Licensed Property,

then in each event the Licensors may terminate this License by written notice to the Licensee at least 10 days in advance of the effective date of termination. The Licensee may dispute the Licensors' decision to terminate this License, by referring the matter to the dispute resolution process set out in Section 18.4 of the Neighbours' Agreement. For the purposes of Article 18.4(a) of the Neighbours' Agreement, the reasonable period within which the Licensee may refer the matter to the Chair of the Board of Directors of the Licensee and the Vice-President, External, Legal, and Community Relations of the Licensors shall be conclusively deemed to be 10 days from the delivery of such written notice of termination by the Licensors to the Licensee. If the matter is referred for determination pursuant to Section 18.4 of the Neighbours' Agreement, then the effect of the notice of termination shall be suspended until the dispute resolution process contemplated by Section 18.4 of the Neighbours' Agreement has been completed.

In the event of destruction of the Building whether in whole or in part due to fire, earthquakes, Act of God, or any other cause, neither the Licensors nor the Licensee shall be obliged to rebuild, or reconstruct the Building except to the extent that insurance proceeds are available to do so.

Upon any termination of this License, the Licensee shall forthwith vacate the Licensed Property leaving the Licensed Property in the state in which it is required to be maintained by this License.

22. **OCCUPATION OF THE LICENSED PROPERTY**

If the Licensee without default pays the Basic License Fee, General Municipal Services Levy and utilities and Charges, at the times and in the manner herein provided and keeps and performs all the terms, covenants and agreements contained in this License that are required to be kept and performed by the Licensee, the Licensee may continue to occupy the Licensed Property for the Term without any interruption or disturbance from the Licensors, its successors or assigns or any other person or persons lawfully claiming by, from or under the Licensors or any of them, but subject always to the rights of the Licensors set out in this License.

23. **EASEMENT AND RIGHT-OF-WAY**

The Licensors shall grant to the Licensee such easements and rights-of-way as may be requested in writing if such, in the opinion of the Licensors, are reasonably required to enable the Licensee to use the Licensed Property for the Permitted Purposes.

24. **OUTSIDE SEATING**

(If applicable) The Licensors shall allow the Licensee to place tables and chairs and serve its patrons or the patrons of its sublicensee(s) on the area immediately adjoining the Building as shown on Schedule "B" attached hereto so long as the Licensee and any sublicensee(s) comply with such other rules and regulations that the Licensors and Campus & Community Planning might impose with respect thereto, including without limitation, the obligation to keep the area clean and tidy at all times.

25. **NO MOTOR VEHICULAR ACCESS TO THE LAND**

(If applicable to the particular license) It is understood and agreed that there shall be no motor vehicular access to or from any part of the Land or the Building by the Licensee or any sublicensee(s), which prohibition includes without limitation the parking of vehicles anywhere on the Land for loading or unloading or otherwise and for greater certainty the area identified as "No Vehicle Access Area" on the plan attached hereto as Schedule "B" shall not be used for motor vehicle access to and from the Building. The Licensee's access to the Building and the outside seating area referred to in paragraph 14 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, but this right to access shall not permit the use of bicycles, skate boards, roller blades or similar devices.

26. **THE UNIVERSITY OF BRITISH COLUMBIA AS REGULATOR**

All rights and benefits and all obligations of the Licensors and the Licensee under this License shall be rights, benefits and obligations of the Licensors and the Licensee respectively in their capacities as Licensors and Licensee under this License, and references in this License to the "Licensors" shall be to The University of British Columbia in its capacity and role as licensors 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 (The University of British Columbia, in the latter capacity, being referred to in this License as the "The University of British Columbia" or "Campus & Community Planning).

27. **FORCE MAJEURE**

If the Licenser or the Licensee make default in the performance of its covenants hereof due to strike , lock out or other labour unrest (including a lock out commenced by the Licenser), act of God or through any cause beyond the reasonable control of the Licenser or the Licensee, the Licenser or the Licensee, as the case may be, shall be exempt from the liability for such default, except that the licensee shall not be excused from its financial obligations hereof provided, however, that the Licenser or the Licensee, 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.

28. **NO PARTNERSHIP OR JOINT VENTURE:**

It is understood and agreed that:

- (a) nothing contained in this License, nor shall any acts of the Licenser and Licensee, be deemed to create a partnership or joint venture or any relationship between the Licenser and Licensee other than the relationship of Licenser and Licensee, and
- (b) the Licensee is solely responsible for operating the Licensed Property.

The Licensee shall ensure that all promotional materials related to the Licensed Property, including but not limited to brochures, websites, signs and other forms of advertising (print, radio, television and internet), shall clearly state that the Licensee is the exclusive operator of the Licensed Property.

29. **NON-WAIVER OF DEFAULT**

The waiver or acquiescence by the Licenser of any breach by the Licensee 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.

30. **TIME**

Time shall be of the essence of this License.

31. **SEVERABILITY**

In the event that any part, section, article, paragraph or subparagraph of this License shall be held to be indefinite, invalid, illegal, or otherwise voidable or unenforceable, the entire License shall not fail on account thereof, and the balance of the License shall continue in full force and effect.

32. **ENUREMENT**

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

33. **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 registered mail or certified mail, telex or telecopy, all postage and other charges prepaid, addressed to the Licensor at:

The University of British Columbia
Walter C. Koerner Library
6th Floor, 1958 Main Mall
Vancouver, BC V6T 1Z2
Attention: Treasurer

or addressed to the Licensee at:

202-5923 Berton Avenue
Vancouver, BC V6S 0B3
Attention: Chair of the Board of Directors

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 or telexed or telecopied, when delivered, telexed or telecopied, and if mailed, then on receipt at such address.

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)
)
)
_____)
Authorized Signatory)

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

N.B. Both parties recognize that the above form of license is intended to contain the material terms and conditions pursuant to which Amenities and Facilities will be licensed by UBC to the UNA but that individual licenses of particular Amenities and Facilities will require modifications to this form of license to fit the particular circumstances. Both parties agree to deal in good faith with respect to such modifications.

SCHEDULE "A"
ATTACHED PLAN SHOWING THE LICENSED PROPERTY

SCHEDULE "B"
ATTACH PLAN SHOWING THE NO MOTOR VEHICLE ACCESS AREA
AND ANY SUBLICENSED AREA

SCHEDULE “F”

PRINCIPLES APPLICABLE TO ACCESS BY RESIDENTS TO UBC FACILITIES –

1. Principles for Enhanced Access

a) Fairness

Opportunities to use basic facilities and amenities will be available to all members of the UBC community (which includes residents, faculty members, students, and staff). Programming to meet the various needs of the UBC community will be available at times of the day and days of the week that are appropriate to those needs.

Owners, managers and providers of basic facilities and amenities will be even-handed in their decisions related to access and programming.

b) Acknowledging Priorities:

The University has some unique needs related to certain facilities and amenities (e.g. pool, hockey rinks) that may take priority with respect to access to certain facilities. In setting these priorities, the University will consult with the UNA and other user groups within the UBC community as appropriate.

The UNA may have unique needs related to certain facilities and amenities that it has management responsibility for (e.g. meeting rooms or fitness centres in community centres) that may take priority with respect to access to certain facilities. In setting these priorities, the UNA will consult with UBC through the mechanism outlined in section 3c in this document.

c) Operating Costs:

Costs of access will be shared by all members of the UBC community. Costs of access may vary for various community constituent groups. For facilities and amenities where there is enhanced access, there will be a shared contribution to operating costs that is proportional to the community constituent group's size. Operating cost contributions are related to user fee levels for basic facilities and amenities.

d) Capital Funding (including debt service)

If a facility or amenity is 'full' and cannot accommodate any increased use, access will be provided by expansion that is funded on a cost-shared basis. The cost of new facilities or amenities will be fairly shared between all users, both existing and new, as agreed through the capital planning process described in 2.d).

e) Accountability

There are many user groups that rely on and expect accountability from the University with respect to the operation and provision of UBC-owned and operated facilities and amenities. With respect to local resident access, the University and the UNA will be accountable to each other and ultimately to the Board of Governors for decision-making related to access. The UNA will have a nominee on both the Aquatic Centre Management Committee and the University Athletics Council. Regular discussions should also occur between the UNA and the operator of the Osborne Gym.

f) Dispute Resolution

Where the UNA or the University believe that the principles or other aspects of outlined in this Schedule “F” are not being respected, the issue will be referred to the local facility advisory committee (e.g. Aquatic Centre Management Committee, University Athletics Council). If the issue is not resolved within a two-month window and not resolved through involvement of senior leadership of the University, they may refer the dispute resolution process set out in Article 18.4 of the Neighbourhood Agreement 2015.

g) Transparency:

Decisions on access will be communicated openly and in a timely fashion to the community.

2. Basic Facilities & Programming

a) Basic Facilities

Residents will have long-term enhanced access to the following existing university facilities (‘basic facilities’):

- UBC Aquatic Centre Pool and Empire Pool (or replacement)
- Thunderbird Winter Sports Centre Rink (or replacement)
- Thunderbird Fields (1 field dedicated for community usage)
- Tennis Centre Outdoor Tennis Courts (or replacement)
- Gymnasium space (Osborne Centre)
- Outdoor Basketball Court – Thunderbird Boulevard & Health Sciences Mall

The Residents acknowledge that this access satisfies any obligations that the UBC may have pursuant to the Land Use Plan as at the date of the execution of the Neighbourhood Agreement 2015.

b) Community Programming and Peak Hours

For the basic facilities, the University commits to providing comparable community programming and peak hours to City of Vancouver recreation amenities; benchmarked regularly. *See Schedule “F-1” - Municipal Benchmarking Data and Proposed Schedules.*

c) User Fees

Recognizing their annual contribution to operating costs, students receive a discounted user fee and special programming. Analogous to that, the UNA’s contribution to operating costs will ensure peak hours, appropriate programming, and suitable user fees for UNA residents.

The initial operating contributions from residents will be proportionally equivalent (see 3a) to students annual contribution. Therefore, the starting point for UNA rates for general admission to the basic facilities will be the student rates as of December 2006; these rates will be reviewed periodically and adjusted to reflect inflation or other cost increases in parallel with any similar adjustments to student rates. The fees will not exceed student rates unless students make special provisions to further adjust their rates. *See Schedule “F-2” – General Admission Fees.*

d) Programming and Capital Planning

The University commits to UNA involvement and representation in planning community-oriented programming and long-range facility capital planning and budgeting for the basic facilities.

- Process managed by the AVP Campus and Community Planning Office

e) Cultural Amenities

Managers of the cultural facilities and amenities (Chan Centre, Museum of Anthropology, Botanical Gardens) will meet annually with UNA representatives to discuss opportunities for community programming and promotion activities.

3. Implementation

a) Financial Model

The financial model for access incorporates both the municipal approach to recreation budgeting and the existing operating model for the basic facilities.

- In a municipality, residents contribute to operations of parks and recreation facilities and programs through their taxes.
- The current operating model for UBC Athletics uses a student athletic fee to fund a range of operating expenses; the remainder of the expenses are balanced against cash flows from participation fees, rental fees, advertising revenue, fundraising efforts, and food/liquor sales.
- To incorporate a contribution from residents, the financial model divides the operating costs associated with basic facilities and activities into three categories:
 - Student – programs/facilities that cater exclusively to students
 - Shared – programs/facilities that are shared by student and resident users
 - Excluded – programs/facilities that are revenue-generating operations and/or offer no special access to residents or students.
- The residents' annual operating cost contribution takes into account their appropriate share of the basic operating costs of the shared facilities. As the residential population grows, the proportion of the basic operating costs paid by residents will grow. This operating cost contribution is in 'real' dollars benchmarked to December 2006, and thus it will increase with inflation. *See Schedule "F-3" – Calculating the UNA's Annual Operating Cost Contribution.*

b) Affordability

The University is committed to a financially sustainable model for the UNA's own finances. Accordingly, and in line with municipal practice, the operating cost contribution will be capped at 15% of the annual Neighbourhood Levy (as defined in the Neighbours' Agreement 2015) collected.

c) Programming and Funding Review

At the facility level, programming will be reviewed annually in a process that involves the UNA and facility operating management groups. A more complete review will be conducted every five years to determine how well programming and funding has functioned. For the five-year review, a task force, coordinated by the Office of the AVP - Campus and Community Planning will assess whether changes are required and recommend those changes to the UNA Board of Directors and the UBC Board of Governors.

Schedule “F-1”: Municipal Benchmarking Data and Proposed Schedules

1. Benchmarking

	Municipal Benchmark - Vancouver
Pool – Public Swims & Length Swims & Lessons	Public Swims (Adults & children) 20 hrs/week Length Swims (Adults) 20 hrs/week Lessons 20 hours/week
Rink – Public Skating & Lessons	Peak hours 13.5 Non peak hours 5.75
Rink – Hockey and Stick & Puck	Peak hours 2 Non peak hours 4
Fields	Shared use - 1:4500 residents
Tennis	Shared use - 1:3000 residents
Gymnasium space	10 hours/week of community programming (typically at community centres)

2. Proposed Schedules

a) Pool Schedule – Public Swims & Lessons

FALL/WINTER/SPRING SWIMMING (September to June)

	Mon	Tue	Wed	Thu	Fri	Sat	Sun
7 AM							
8 AM	UNIVERSITY SWIM Students, Faculty & Staff <i>(UBC Students free with current student card)</i>						
9 AM	ADULT & CHILD (7 & under) Adult can bring child and use wading section of shallow end Senior 2 for 1 and social every 3 rd Thurs of month						
10 AM							
11 AM	UNIVERSITY SWIM Students, Faculty & Staff <i>(UBC Students free with current student card)</i>					ADULT 18+	FAMILY
12 PM							
1 PM	UNIVERSITY COMMUNITY SWIM Students, Faculty, Staff, & UNA Community <i>(UBC Students free with current student card)</i>					EVERYBODY	
2 PM							
3 PM							
4 PM							
5 PM	UNIVERSITY COMMUNITY SWIM Students, Faculty, Staff, & UNA Community <i>(UBC Students free with current student card)</i>						
6 PM							
7 PM						EVERYBODY	EVERYBODY
8 PM	EVERYBODY	EVERYBODY	FAMILY	EVERYBODY	EVERYBODY		
9 PM			EVERYBODY				
10 PM		ADULT 18+		ADULT 18+			

University Community Swim includes children.

SUMMER SWIMMING (July to August)

	Mon	Tue	Wed	Thu	Fri	Sat	Sun	
7 AM								
8 AM	UNIVERSITY COMMUNITY SWIM Students, Faculty, Staff, & UNA Community Adults (UBC Students free with current student card)							
9 AM	Adult 18+ (min 6 lanes)							
10 AM								
11 AM								
12 PM	UNIVERSITY SWIM Students, Faculty & Staff (UBC Students free with current student card)					ADULT 18+	FAMILY	
1 PM	EVERYBODY							
2 PM								
3 PM								
4 PM						EVERYBODY		
5 PM	UNIVERSITY COMMUNITY SWIM Students, Faculty, Staff, & UNA Community (UBC Students free with current student card)							
6 PM						EVERYBODY	EVERYBODY	
7 PM	EVERYBODY		FAMILY		EVERYBODY			
8 PM		EVERYBODY	EVERYBODY	EVERYBODY				EVERYBODY
9 PM								
10 PM		Adult 18+		Adult 18+				

POTENTIAL LESSON SCHEDULE (September to June)

	Mon	Tue	Wed	Thu	Fri	Sat	Sun
9 AM							9:15-10:15 LESSONS
10 AM		LESSONS (KIDS)		LESSONS (KIDS)		LESSONS (KIDS & ADULTS)	
11 AM							
12 PM							
1 PM							
2 PM							
		LESSONS (KIDS & ADULTS)		LESSONS (KIDS & ADULTS)			
3 PM							
4 PM							
5 PM							
	LESSONS (KIDS & ADULTS)				LESSONS (KIDS)		
6 PM							
7 PM	LESSONS (KIDS & ADULTS)						

POTENTIAL LESSON SCHEDULE (July to August)

	Mon	Tue	Wed	Thu	Fri	Sat	Sun				
9 AM	LESSONS (KIDS)						9:15-10:15				
						LESSONS (KIDS & ADULTS)					LESSONS
10 AM											
11 AM											
12 PM											
1-4 PM											
5 PM											
		LESSONS (KIDS & ADULTS)		LESSONS (KIDS & ADULTS)							
6 PM											
7 PM			LESSONS (ADULTS)								
8 PM											

+ SUMMER PLAY & SWIM CAMPS – M-F 9 AM to 4 PM

b) Rink Schedule – Public Skating and Lessons

[illegible]

10 PM					Public Skate		
11 PM							
12 AM							

OTHER COMMUNITY PROGRAMMING – Drop-In Hockey and Stick & Puck

Peak Times – 4 hours /week

Non-Peak Times – 6 hours/week

c) Fields

An average-sized field in Thunderbird Park (~ 0.55 hectares in area) will be dedicated for community use.

d) Tennis

Community Usage of an outdoor tennis court for 70 hours/week.

e) Gymnasium Space

2 hours/week of Parent/Tot drop-in (weekdays)

6 hours/week of teen gym drop-in (e.g. 3:30-5:30 PM weekdays or weekends)

2 hours/week of adult gym drop-in (e.g. lunch time or evenings)

Schedule “F-2”: General Admission Fees

UNA user fees for general admission to the basic facilities will be set at student rates as of December 2006; these rates will be reviewed periodically and adjusted to reflect inflation in parallel with any similar adjustments to student rates. The fees will not exceed student rates unless students make special provisions to further adjust their rates.

	Proposed UNA Rates
Pool – General Admission ^{1,2}	Adult & Youth \$3.25 (March 2007 \$3.75) Child & Senior \$2.50 (March 2007 \$2.75)
Rink - Public Skating	Adult \$2.50 Senior & Youth \$2.50 Child \$2.50
Fields	No charge
Tennis	No charge
Gymnasium space – Drop-in fee	Adults - \$3 Youth/Parent & Tot - \$2

¹ Recognizing the annual contribution to operating costs, UNA user fees for general admission to the basic facilities will be set at student rates as of December 2006. The Aquatic Centre has a historical arrangement with students that provides free student swims during certain hours; the UNA’s fee arrangement does not include free swims.

² General admission to the UBC Aquatic Centre currently includes access to the indoor pool, outdoor pool, fitness centre, whirlpool, sauna, steamroom, swim fit, aquasize, and senior fit classes. UBC Athletics is currently reviewing the fee structure for the Aquatic Centre amenities and programs, and may introduce additional fees in the future to balance the facility and programming costs. Should additional fees be introduced, UNA rates will be aligned with student rates.

Schedule “F-3”: Calculating the UNA’s Annual Operating Cost Contribution

The financial model divides the operating costs associated with basic facilities and activities into three categories:

- Student – programs/facilities that cater exclusively to students
- Shared – programs/facilities that are shared by student and resident users
- Excluded – programs/facilities that are revenue generating operations and/or offer no special access to residents or students.

The shared operating cost for the basic facilities is composed of the following categories:

- Salaries
- Utilities & services
- Repairs & maintenance
- Small furniture/equipment
- Technical services
- Travel expenses
- Publicity/promotion
- Rental & leases
- General operating costs (i.e. courier, postage, licenses & insurance, professional fees & memberships)
- Printing & copying

The university’s recreational facilities and amenities are sized to serve a much larger population than the current, or perhaps even future, residential population. The UNA is responsible for a community that is relatively small and would not normally provide three ice rinks for example, or an indoor and an outdoor pool, or 14 fields. The basic operating cost for the shared facilities and amenities has therefore been adjusted to account for differences in scale. It is estimated that about 75% of the current operating costs would be required to operate the shared facilities and amenities at a scale that would match the UNA’s eventual population.

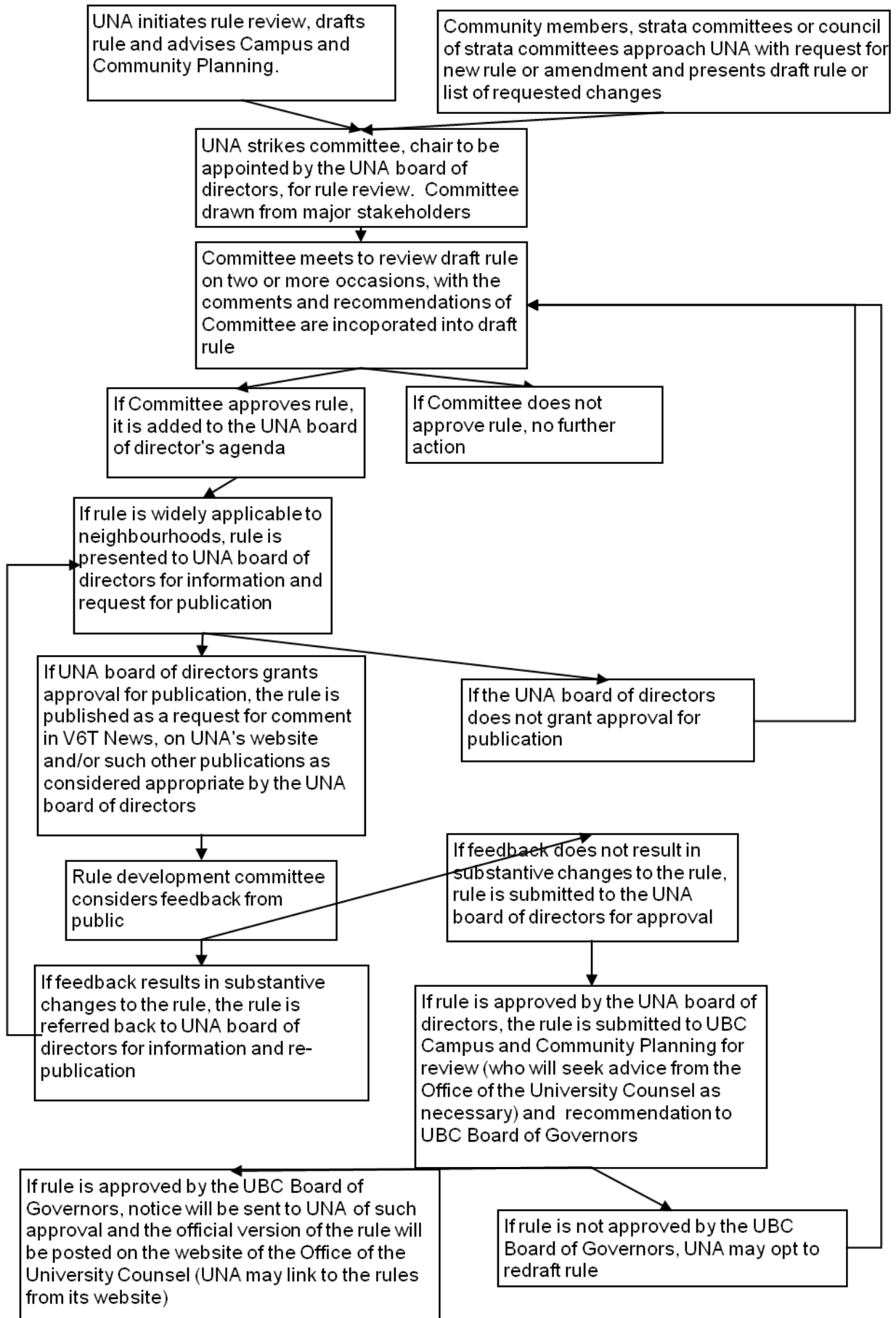
For the 2014/15 and 2015/16 fiscal years, the Parties acknowledge that they have agreed through a separate Letter of Agreement, dated, for reference, March 27, 2014 for the purposes of calculating the UNA’s Annual Operating Cost Contribution. That Letter of Agreement amends the financial model described above and provides for a per capita funding amount for each UNA Resident to support the Operating Costs of UBC Athletic Facilities. As noted in the Letter of Agreement, in the absence of another agreement, after fiscal year 2015/16 the calculation of the UNA contribution to UBC Athletics will revert back to the methodology described in this Schedule F-3.

SCHEDULE “G”

TERMS OF REFERENCE OF ADVISORY BOARD ON NEIGHBOURHOOD HOUSING AREA ISSUES

The UNA Board of Directors has been appointed by the UBC Board of Governors as an advisory board pursuant to section 34 of the *University Act* with the following mandate:

1. Develop proposals for rules on issues related to and arising out of concerns of the Residents located in Neighbourhood Housing Areas;
2. Consult closely with UBC Campus and Community Planning to ensure that its proposed rules adequately address issues related to the implementation of the rules, such as appeal processes, enforcement terms, and the like;
3. Recommend these rules for review by UBC Campus and Community Planning and subsequent approval by the Board of Governors; and
4. Follow the process for development of rules as set out in the flowchart on the following page, unless a departure from such process is approved by the Board of Governors. (This process is designed to ensure appropriate levels of community input and quality assurance and is based upon the policy development process used by UBC for the development of the policies issued by the UBC Board of Governors.)



SCHEDULE “H”

DESIGNATED BUILDINGS (SECTION 3.8)

All agreements entered into with respect to Designated Buildings are to be noted below, and the agreements appended to this Schedule “H”.

List of Designated Buildings:

1. _____
2. _____
3. _____
4. _____