

November 28, 2024

NEIGHBOURS AGREEMENT 2024

Between

The University of British Columbia

and

University Neighbourhoods Association

Effective December 5, 2024

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NEIGHBOURS AGREEMENT 2024

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 (the “**GVRD**”) 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 the 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 Neighbourhoods.
- B. In 2002, the UNA was incorporated to represent the residents living in the then existing Neighbourhoods. 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 their respective roles and the relationship between the parties.
- D. In June 2010, the Province of British Columbia brought into force Part 10 of the *Municipalities Enabling and Validating Act (No. 3)* S.B.C. 2001, c. 44, which, among

other things, rendered ineffective certain land use instruments of the GVRD, including the OCP, and deemed the OCP to be adopted as the initial land use plan for the Campus. That initial land use plan was replaced on February 28, 2011 by a land use plan that has subsequently been amended.

- E. The initial UBC Neighbours' Agreement was replaced by the Neighbours' Agreement 2008, in which 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.
- F. In connection with amendments to the UNA's corporate bylaws, including to the role of UBC in the UNA's governance, the parties entered into the Neighbours' Agreement 2020, which amended and restated the Neighbours' Agreement 2015.
- G. The amendments made by the Neighbours' Agreement 2020 were limited to a small range of matters. Many other aspects of that agreement require updating, including the schedules. Accordingly, the parties wish to enter into this Neighbours Agreement 2024 to amend and restate the Neighbours' Agreement 2020.

The parties therefore amend and restate the Neighbours' Agreement 2020 in its entirety by replacing it with the following:

1. DEFINITIONS

- 1.1 In this Agreement, the following terms have the meanings given:

Academic Community means UBC students, faculty, staff, and Campus residents, but does not include Residents.

Additional Reserve means an appropriated reserve in the Neighbours Fund financial records, other than a Reserve.

Amenity means a natural or constructed feature on Campus (such as a park, playground, town square, or community garden) provided for the enjoyment of Residents or the Academic Community, but does not include a Facility.

CAC has the meaning given to "community amenity charge" in the UBC *Development and Building Regulations*.

Campus means the geographical area prescribed by the *Point Grey Campus Lands Regulation*, BC Reg 195/2010 for the purposes of the definition of "Point Grey campus lands" in section 35 of the *Municipalities Enabling and Validating Act* (No. 3), S.B.C. 2001, c. 44.

Contingency Reserve means the appropriated reserve in the Neighbours Fund financial records identified as the contingency reserve.

DB Agreement has the meaning given in section 4.1.

Designated Building has the meaning given in section 4.1.

Facility means a facility on Campus (such as a building, a part of a building, a playing field, a basketball court, a skateboard park, or a tennis court) that is for social activities, recreational activities, or childcare.

Infrastructure and Capital Reserve means the appropriated reserve in the Neighbours Fund financial records identified as the infrastructure and capital reserve.

Land Use Plan means the amended land use plan for the Campus, adopted on July 22, 2024 pursuant to Part 10 of the *Municipalities Enabling and Validating Act* (No. 3) S.B.C. 2001, c. 44, as that plan is amended or replaced from time to time.

Legislation means all federal and provincial legislation, all regulations made thereunder, and all UBC policies, procedures, rules, and other directives.

Liaison Committee means the committee referred to in section 5.5.

Member means a member of the UNA.

Neighbourhood means an area of the Campus designated as a neighbourhood in the Land Use Plan.

Neighbourhood Levy means the following amounts:

- (a) the services levy payable to UBC by owners of leasehold strata units in the Neighbourhoods pursuant to their lease agreements; and
- (b) the general municipal services levy payable to UBC by UBC Properties Trust and other commercial and rental leaseholders and licence holders in respect of buildings in the Neighbourhoods and the Designated Buildings, other than the general municipal services levy payable in respect of buildings used by UBC primarily for student housing or academic purposes.

Neighbourhood Plan means a detailed development plan for a Neighbourhood approved by UBC, as amended or replaced from time to time.

Neighbourhood Regulation has the meaning given in section 8.1.

Neighbours Fund means the set of accounts in UBC's financial records that are the basis for the annual financial statements called "The Neighbours' Fund Financial Statements".

Public Realm means

- (a) the outdoor areas of the Neighbourhoods that are not in a legal parcel leased, or reserved for future lease, for residential, commercial, or other non-public purposes, and
- (b) easements and statutory rights of way in the Neighbourhoods in favour of UBC, to the extent granted to ensure public access.

Reserve means the Contingency Reserve, the Infrastructure and Capital Reserve, or the Stabilization Reserve.

Reserve Terms for a Reserve means the terms governing the Reserve contained in Schedule E, as amended or replaced from time to time.

Resident means an individual who resides in a residential leasehold strata lot, or who is a tenant of rental housing, located in a Neighbourhood (excluding an individual residing in a student residence owned or operated by UBC, the UBC Foundation, or a subsidiary thereof or a student residence that is owned or operated by an affiliated theological college), and includes an individual who is included by a DB Agreement as a resident for the purposes of this Agreement or the Neighbours' Agreement 2020.

Stabilization Reserve means the appropriated reserve in the Neighbours Fund financial records identified as the stabilization reserve.

UBC Board means the UBC Board of Governors.

UBC Facility means a Facility for which UBC is responsible.

UBC Liaisons has the meaning given in clause 5.5(a)(i)A.I.

UBC Member has the meaning given in section 5.1.

UBC Properties Trust means UBC Properties Investments Ltd., in its capacity as the trustee of the UBC Properties Trust.

UBC Representative means the individual who is UBC's Associate Vice President, Campus and Community Planning (or in the equivalent position at the relevant time) or their delegate.

UNA Amenity means an Amenity in the Public Realm or other part of a Neighbourhood that is primarily for the benefit of Residents and for which the UNA has responsibility, and includes an Amenity in a Designated Building declared by the DB Agreement for the building to be a UNA amenity.

UNA Board means the Board of Directors of the UNA.

UNA Facility means a Facility in a Neighbourhood that is primarily for the benefit of Residents and for which the UNA has responsibility, and includes a Facility in a Designated Building declared by the DB Agreement for the building to be a UNA facility.

UNA Liaisons has the meaning given in clause 5.5(a)(i)A.II.

UNA Representative means the individual who is the UNA's Chief Administrative Officer (or in the equivalent position at the relevant time) or their delegate.

Unappropriated Reserve means the reserve in the Neighbours Fund financial records identified as the unappropriated reserve.

2. INTERPRETATION RULES AND INCLUSION OF SCHEDULES

2.1 In this Agreement,

- (a) the word "or" is not exclusive;
- (b) the word "including" is not limiting; and
- (c) unless the context clearly requires otherwise, the word "will", when used in stating that a party will do something, is to be interpreted as imperative.

2.2 The headings to the articles, sections and other subdivisions of this Agreement are for convenience only and are not to be used in interpreting this Agreement.

2.3 The following schedules form part of this Agreement:

- Schedule A - Municipal-Like Services
- Schedule B - Maintenance Tasks and Standards
- Schedule C - Public Realm and Services for Which UNA Responsible
- Schedule D - Licence Agreements
- Schedule E - Neighbours Fund Reserves
- Schedule F - UBC Recreation Facilities
- Schedule G - UBC Cultural Facilities
- Schedule H - Designated Buildings and DB Agreements
- Schedule I - Map of the Campus and the Neighbourhoods

2.4 The map in Schedule I is included for convenience only.

3. UNA PURPOSES AND OBLIGATIONS

3.1 While this Agreement is in effect and unless the parties otherwise agree, the purposes of the UNA are to include and not to 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 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 Neighbourhoods and the Designated Buildings, and which promote community health, safety, sustainability, communication, interaction, culture, recreation, comfort or convenience for Residents;
- (c) the operation and maintenance of any part or parts of Neighbourhoods which may from time to time be designated, leased, licensed or otherwise conveyed to the UNA for the general well-being of Residents with regard to community health, safety, sustainability, communication, culture, recreation, comfort or convenience of Residents;
- (d) the collection of funds from Residents and others as described in section 12.1;
- (e) the use of the funds provided by UBC and funds referred to in clause (d) for the fulfilment of the purposes set out in this Agreement and any other agreements between the parties;
- (f) the representation of the interests of Residents generally and, in particular, regarding the collection, management, and spending of the Neighbourhood Levy and CACs; and
- (g) the promotion, in the conduct of the 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 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; and
 - (b) will use reasonable efforts to ensure 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; and
 - (b) promote informed decision-making and good governance.

4. DESIGNATED BUILDINGS

- 4.1 The parties have entered into written agreements designating certain buildings on Campus (listed in Schedule H) for partial or complete inclusion in, or exclusion from, the provisions of this Agreement and may enter into further agreements that so designate buildings (each building, a "**Designated Building**", and each agreement, a "**DB Agreement**"). All future DB Agreements must be in writing and address the following matters:
- (a) whether the residents of the Designated Building are Residents for purposes of this Agreement and are to be made eligible to become Members;
 - (b) whether the Neighbourhood Levy collected in respect of the Designated Building must be deposited in the Neighbours Fund;
 - (c) whether UBC or the UNA is to provide services specified in this Agreement to the Designated Building; and
 - (d) whether the Designated Building contains any UNA Amenities or UNA Facilities.

5. UNA-UBC AND UNA-AMS RELATIONSHIPS

- 5.1 The UNA's corporate bylaws must permit UBC to appoint, from time to time, two persons as members of the UNA (each a "**UBC Member**"). The UBC Members must have, in addition to the rights and obligations of all Members, the following rights, which must be contained in the UNA's corporate bylaws:
- (a) subject to clauses (b) and (c), the UBC Members may attend all UNA Board meetings but have no right to vote;
 - (b) the UNA Board may exclude the UBC Members from a portion of a closed or restricted closed session of a meeting if that portion of the session 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 UNA Board's decision;
 - (c) unless permitted by the meeting chair, the UBC Members will not be present for the discussion of a motion to exclude them;
 - (d) if the 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 must 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 UNA Board meetings, except as otherwise decided by the meeting chair, acting reasonably;
 - (f) the UBC Members are entitled to receive reasonable notice of all UNA Board meetings and all documents prepared for the meetings, except
 - (i) documents relating to any matter for which the UNA Chair (or a delegate of the Chair) reasonably believes that UBC will be adverse in interest to the UNA and anticipates that a UNA Board motion excluding the UBC Members will be adopted if the UBC Members do not recuse themselves, and
 - (ii) the minutes of a closed session or restricted closed session from any portion of which the UBC Members were excluded by a UNA Board motion or recused themselves, or that they did not attend

after the UNA complied with clause (b) in respect of a matter to be considered in the session; and

- (g) if a motion to exclude UBC Members from the consideration of a matter in respect of which the UNA complied with clause (b) is made but not adopted, the UBC Members are entitled to receive the documents relating to the matter.
- 5.2 One UBC Member must be permitted to attend and participate in meetings of the UNA committee that has responsibility for the formulation of the UNA's annual budgets. Except as otherwise directed by the UNA Board, the UBC Member is permitted to share all budget-related information and UNA financial reports with UBC employees and the UBC Board, but only for the purposes of enabling UBC to exercise its rights and comply with its obligations under this Agreement.
- 5.3 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 positions which the UNA believes are in the best interests of Residents reflecting the UNA's role in contributing to the development of the Campus.
- 5.4 The UBC Board has appointed the UNA Board as an advisory board pursuant to section 34 of the *University Act*, and the UNA Board has accepted the appointment. The parties confirm that the appointment and acceptance continue, and that the matters for which the UNA Board is an advisory board are the following:
- (a) utility infrastructure (including water, sewer, electricity, gas, telephone and cable);
 - (b) roads on the Campus;
 - (c) Residents' access to UBC Facilities;
 - (d) Public Realm management;
 - (e) planning of future UNA Facilities and UNA Amenities;
 - (f) redevelopment of existing residential housing in the Neighbourhoods;
 - (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 for the Neighbourhoods relating to noise, nuisance, parking, traffic, and other regulatory matters,

notwithstanding that the UNA Board may make Neighbourhood Regulations regulating some of these matters;

- (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 UBC Board may request from time to time.

5.5 **UNA-UBC Liaison Committee.** The following provisions apply with respect to the committee referred to in clause (a):

- (a) The parties have established a stand-alone committee, called the UNA-UBC Liaison Committee (the "**Liaison Committee**"), on terms of reference agreed upon from time to time, which terms of reference must be consistent with the following:
 - (i) **Membership.** The Liaison Committee must be comprised of:
 - A. As voting members:
 - I. Three members of the UBC Board, appointed by that Board (the "**UBC Liaisons**"), and
 - II. Three members of the UNA Board (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 the 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 parties acknowledge that the Liaison Committee is a forum for discussion and collaboration (as further described in clause (iii)), and further acknowledge that
 - A. the UNA Liaisons and UBC Liaisons are bound to comply with any directions provided by their respective organizations; and

- B. except for binding votes under section 26.4, the UNA Liaisons and UBC Liaisons are not authorized to bind their respective organizations.
- (iii) Purposes. The purposes of Liaison Committee meetings are
- A. to fulfill the functions assigned by this Agreement;
 - B. to be a vehicle through which the UNA Board acts as an advisory board in accordance with section 5.4; 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 are to be held in accordance with the terms of reference of the Liaison Committee.

5.6 **AMS-Designated Representative to the UNA Board.** The UNA agrees to the following:

- (a) the President of the Alma Mater Society of the University of British Columbia Vancouver (the “AMS”) has the right to designate in writing, from time to time, one student (the “AMS Designated Student”) to attend open and closed sessions of UNA Board meetings (but not, for greater certainty, restricted closed sessions), such designation to be effective upon receipt by the UNA;
- (b) the AMS Designated Student may participate in UNA Board discussions, but has no right to vote;
- (c) the AMS Designated Student may, in accordance with the UNA Board procedural rules applicable to directors, propose motions for consideration by the UNA Board and provide material to be included in support of the motions;
- (d) the UNA will give the AMS Designated Student reasonable notice of all open and closed sessions of UNA Board meetings and all documents prepared for the sessions;
- (e) if, in the closed session of a UNA Board 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 UNA Board 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 sessions of UNA Board meetings and all materials prepared for the sessions, except to the extent otherwise permitted by the UNA Board.

5.7 **UNA and UBC Primary Contacts.** Except where this Agreement otherwise provides, the primary contact for each party for purposes of matters relating to the Agreement are the UNA Representative for the UNA and the UBC Representative for UBC. A party may designate, by notice to the other party, that a different individual is the primary contact for specified matters.

6. MUNICIPAL-LIKE SERVICES - UNA

6.1 Subject to sections 6.3, 6.4, and 6.6, the UNA will

- (a) provide the services specified in Schedule A in the areas of the Campus for which it has assumed responsibility to provide the services,
- (b) in providing the services, perform the tasks specified in Schedule B and comply with the minimum frequency of tasks and the standards specified in that schedule, and
- (c) comply with the obligations imposed on it by Schedule A.

6.2 Schedule C specifies the portions of the Public Realm, and the services in each portion, for which the UNA has assumed responsibility as of the date stated in the schedule.

6.3 If the UNA has insufficient financial resources to provide all the services specified in Schedule A for which it has assumed responsibility or to comply with Schedule B, the parties are to agree on the services that the UNA is to provide and variances from the frequencies and standards specified in Schedule B. If the parties agree that UBC is to provide a service that is the UNA's responsibility, or if that is the outcome of the dispute resolution procedure in sections 26.2 to 26.4, section 18.2 applies.

6.4 The UNA is not required to provide services for which it is unable, using reasonable efforts, to obtain adequate insurance coverage.

6.5 UBC acknowledges that the UNA may not be able to provide the services specified in Schedule A for which it has assumed responsibility using its own employees and equipment. Accordingly, the UNA may comply with its obligation to provide the services by engaging contractors to provide the services on behalf of the UNA.

- 6.6 Section 6.1 does not apply to the extent that the UNA is unable, using reasonable efforts, to engage a contractor to provide services specified in Schedule A or to engage a contractor that agrees to comply with the requirements in Schedule B.
- 6.7 If the UNA proposes to invoke section 6.4 or 6.6 to exempt it from fully providing a service specified in Schedule A or from providing a service in compliance with Schedule B,
- (a) the UNA Representative will discuss the proposal with the UBC Representative, to determine whether there is a solution that avoids the invocation of section 6.4 or 6.6;
 - (b) if a solution is not agreed upon, the section may be invoked only if the UNA Board so decides, acting reasonably; and
 - (c) if section 6.4 or 6.6 is invoked by the UNA Board,
 - (i) the UNA Representative will notify the UBC Representative as soon as practicable and will provide information reasonably requested by the UBC Representative, and
 - (ii) section 18.2 applies.
- 6.8 The UNA assumes no liability for injury or damage caused by fallen trees or branches except to the extent that the falling of a tree or branch is attributable to the UNA's failure to comply with its obligations under this Agreement.
- 6.9 The parties may enter into a separate agreement under which
- (a) the UNA agrees to provide services in addition to those specified in Schedule A or agrees to adhere to higher landscaping standards for all or part of a Neighbourhood than the standards specified in Schedule B, and
 - (b) UBC agrees to make payments to the UNA to cover the additional costs of providing the services or adhering to the higher standards.
- 6.10 The UNA will provide the following services with respect to a UNA Facility or proposed UNA Facility that is for childcare:
- (a) collaborate with UBC and UBC Properties Trust on the design, planning, and equipping of the Facility,
 - (b) lead the recruitment of a non-profit entity to operate the Facility, and
 - (c) negotiate and manage the agreement between the operator of the Facility and the UNA.

- 6.11 If UBC believes that the UNA is not complying with an obligation imposed on it by this article, UBC may provide notice to the UNA of the non-compliance. If the matter is not resolved between the parties within 30 days of the giving of the notice, it becomes a dispute to be resolved in accordance with sections 26.2 to 26.4.
- 6.12 UBC will make available to the UNA, and to any person with which the UNA contracts, all as-built drawings, plans, manuals, warranties, procedures, data, and other documentation which may be required to enable the UNA to fulfil its obligations under section 6.1.
- 6.13 The UNA will maintain and store in a secure location all original as-built drawings, plans, manuals, warranties, procedures, data, and other documentation received from UBC, and will provide access to the documentation to UBC or UBC Properties Trust at places and times reasonably requested.
- 6.14 Periodically, the parties will jointly retain an engineering firm to assess the condition of the infrastructure for which the UNA has responsibility under Schedule A. UBC is responsible for the cost of an assessment and may withdraw the cost from the Infrastructure and Capital Reserve to the extent permitted by the Reserve Terms for that Reserve.
- 6.15 The UNA will comply with the recommendations made by the engineering firm, except that, if the UNA has insufficient financial resources to do so, the parties are to agree on the extent to which the UNA is to comply with the recommendations.

7. MUNICIPAL-LIKE SERVICES - UBC

- 7.1 UBC will
- (a) provide the services, and comply with the obligations, specified for it in Schedule A, and
 - (b) maintain in a state of good repair the infrastructure for which it is responsible under Schedule A.
- 7.2 If the UNA becomes aware of any required maintenance or repairs that are the responsibility of UBC, the UNA will promptly report this to UBC.
- 7.3 If the UNA believes that UBC is not complying with section 7.1, the UNA may provide notice to UBC of the non-compliance. If the matter is not resolved between the parties within 30 days of the giving of the notice, it becomes a dispute to be resolved in accordance with sections 26.2 to 26.4.

7.4 Before UBC commences the replacement of a road or other infrastructure, or the repaving or full rehabilitation of a road, pursuant to its responsibilities in Schedule A, it will consult with the UNA regarding the following:

- (a) the proposed work;
- (b) an estimate of the amount, if any, that UBC proposes to withdraw from the Infrastructure and Capital Reserve in respect of the cost of the work; and
- (c) the proposed schedule for the work.

7.5 Upon completion of the work, UBC will give the UNA a statement showing the amount, if any, that UBC intends to withdraw from the Infrastructure and Capital Reserve in respect of the cost of the work, together with sufficient information to enable the UNA to verify the reasonableness of the amount.

7.6 If the UNA agrees that the amount UBC proposes to withdraw from the Infrastructure and Capital Reserve is reasonable and that the withdrawal is permitted by the Reserve Terms for that Reserve, the UNA will take the steps required to authorize the withdrawal.

7.7 UBC will undertake, or retain an engineering firm to undertake, periodic assessments of the condition of the infrastructure for which UBC has responsibility under Schedule A. UBC is responsible for the cost of an assessment and may withdraw the cost from the Infrastructure and Capital Reserve to the extent permitted by the Reserve Terms for that Reserve.

7.8 UBC will carry out the repairs recommended by the engineering firm necessary to maintain the infrastructure in a state of good repair so as to minimize the anticipated cost of replacing the infrastructure, except that, if UBC has reasonable concerns regarding the cost to carry out the repairs, the parties are to agree on the extent to which UBC is to comply with the recommendations.

8. NEIGHBOURHOOD REGULATIONS

8.1 Subject to sections 8.3 to 8.5, the UNA Board may make and implement regulations for the Neighbourhoods (each a “**Neighbourhood Regulation**”) with respect to the following matters and may amend and repeal Neighbourhood Regulations:

- (a) activities and events in or on the UNA Facilities, the UNA Amenities, and the Public Realm (other than roads),
- (b) temporary and non-affixed signs in the Public Realm (e.g., sandwich boards), other than signs relating to the use of roads,

- (c) animal control,
 - (d) parking, and
 - (e) noise.
- 8.2 Subject to sections 8.3 to 8.5, the UNA Board may develop and implement enforcement mechanisms for a Neighbourhood Regulation, which mechanisms may include permits, fees, fines, and dispute resolution procedures.
- 8.3 A Neighbourhood Regulation and the enforcement mechanism therefor must be
- (a) a regulation and enforcement mechanism that are within the powers of the UBC Board, and
 - (b) consistent with Legislation, including the Land Use Rules adopted pursuant to UBC's Land Use Policy (UP 12), to the extent applicable to the Neighbourhoods.
- 8.4 Before the UNA Board makes, amends, or repeals a Neighbourhood Regulation,
- (a) the UNA must conduct a public consultation on the proposed regulation, on the amendment of the Neighbourhood Regulation if the amendment is substantial, or on the repeal of the Neighbourhood Regulation; and
 - (b) the UNA Representative must consult with the UBC Representative regarding the proposed regulation or the amendment or repeal of the Neighbourhood Regulation.
- 8.5 The UBC Representative may require that a proposed regulation, or the amendment or repeal of a Neighbourhood Regulation, be subject to the approval of the UBC Board.
- 8.6 To the extent that a Neighbourhood Regulation or enforcement mechanism conflicts with Legislation, the Neighbourhood Regulation or enforcement mechanism does not apply.
- 8.7 If the UBC Representative notifies the UNA Representative (the "Representatives") that UBC has a concern with a Neighbourhood Regulation,
- (a) the Representatives shall attempt to resolve the concern;
 - (b) the UBC Board may suspend the application of the Neighbourhood Regulation, in whole or in part, or may amend the Neighbourhood Regulation, such suspension or amendment to apply while the Representatives are attempting to resolve the concern; and

- (c) if the Representatives are unable to resolve the concern, the UBC Board may permanently amend the Neighbourhood Regulation or may repeal the Neighbourhood Regulation, in whole or in part.

8.8 The UNA Noise Control Bylaw and the UNA Enforcement and Dispute Bylaw, adopted by the UBC Board on September 20, 2012, are deemed to be Neighbourhood Regulations, which therefore can be amended or repealed by the UNA Board, subject to the provisions of this article 8 governing the amendment or repeal of Neighbourhood Regulations.

9. EMERGENCY PLANNING AND RESPONSE

9.1 The UNA acknowledges that Metro Vancouver has ultimate responsibility for emergency planning and response for Electoral Area A and that neither the UNA nor UBC has the authority to declare a state of local emergency under the *Emergency and Disaster Management Act* or other Legislation. The UNA further acknowledges that, where an emergency affects the Campus, UBC is responsible for establishing an incident command post or an emergency operations centre and for communicating with Metro Vancouver.

9.2 The UNA will collaborate with UBC on emergency planning and response, to the extent that the planning or response involves the Neighbourhoods.

10. NEIGHBOURS FUND

10.1 In this Agreement, the terms “deposit”, “contribute”, “withdraw”, “transfer”, and related terms, used in connection with the Unappropriated Reserve, the Reserves, and the Additional Reserves, mean that UBC is to make accounting entries as if the Unappropriated Reserve, each Reserve, and each Additional Reserve were supported by a segregated pool of assets to which deposits or contributions may be made, from which withdrawals may be taken, and between which transfers may be made.

10.2 UBC will do the following:

- (a) calculate the amount of Neighbourhood Levy payable by each payor for each year;
- (b) prepare and deliver notices regarding payment of the Neighbourhood Levy;
- (c) collect the Neighbourhood Levy;
- (d) deposit the Neighbourhood Levy in the Unappropriated Reserve as it is received;

- (e) maintain a website for payors of the Neighbourhood Levy and for Residents to obtain information related to the Neighbourhood Levy;
 - (f) respond to queries from payors of the Neighbourhood Levy, Residents, and their representatives regarding the Neighbourhood Levy, including requests for the provision of information required in connection with property sales; and
 - (g) provide the UNA, within six months after the end of each fiscal year of the Neighbours Fund, audited financial statements of the Neighbours Fund prepared by auditors independent of UBC.
- 10.3 UBC may withdraw an amount from the Unappropriated Reserve only if one of the following conditions is met:
- (a) the UNA has agreed to the withdrawal;
 - (b) the withdrawal is made in respect of a payment by UBC to the UNA required by section 11.1;
 - (c) the withdrawal is made in respect of GST payable by UBC on a payment referred to in clause (b) net of the GST rebate to which UBC is entitled; or
 - (d) the withdrawal is permitted by section 10.4, 18.2, or 18.3.
- 10.4 UBC may withdraw an amount from the Unappropriated Reserve if it gives the UNA at least 30 days' notice of the intended withdrawal, which notice is to include details of the calculation of the amount, and the amount is in respect of
- (a) stormwater costs reasonably attributable to the Neighbourhoods;
 - (b) UBC Facilities, as permitted by section 22.3;
 - (c) UBC's urban forest costs, as permitted by Schedule A; or
 - (d) UBC's fees and expenses, determined in accordance with section 10.5, for carrying out the duties specified in section 10.2 relating to the Neighbourhood Levy and the Neighbours Fund.
- 10.5 Unless otherwise agreed by the parties, UBC's fees and expenses for carrying out the duties specified in section 10.2 for a year are \$87,000, inclusive of the costs of the audit.
- 10.6 The following provisions apply with respect to each Reserve:
- (a) UBC will contribute to the Reserve in accordance with the Reserve Terms for the Reserve, which contributions may take the form of transfers from the Unappropriated Reserve.

- (b) UBC may withdraw an amount from the Reserve only if the withdrawal complies with the Reserve Terms for the Reserve.
 - (c) If the UNA requests that an amount be transferred from the Reserve to another Reserve, UBC may, but is not required, to make the transfer.
- 10.7 Each party will comply with the obligations, if any, imposed on that party by the Reserve Terms for each Reserve.
- 10.8 At the request of either party, the Reserve Terms are to be reviewed by the parties. The review may include the contribution rates to the Reserves, in which case the parties may jointly engage a consultant to advise on the contribution rates to the Infrastructure and Capital Reserve. The parties are to share the costs of a consultant evenly.
- 10.9 UBC is to credit interest at reasonable rates on each Reserve and Additional Reserve. For this purpose, UBC will from time to time permit the UNA to choose from a range of alternatives proposed by UBC for determining interest rates.
- 10.10 This Agreement does not apply with respect to UBC's contributions to and withdrawals from an Additional Reserve, except that contributions may not be made by way of transfer from the Unappropriated Reserve without the UNA's consent.
- 10.11 At the UNA's request, UBC will have an employee give a presentation on the Neighbours Fund at an annual general meeting of Members.

11. PAYMENTS BY UBC TO THE UNA

- 11.1 UBC will make payments to the UNA on or shortly after the first day of April, July, October, and January of each fiscal year of the UNA, determined as follows:
- (a) The April, July, and October payments are to equal 25% of
 - (i) the estimated amount of the Neighbourhood Levy that UBC will receive in the fiscal yearminus the total of
 - (ii) the estimated amounts that UBC will contribute to the Reserves and the Additional Reserves from the Neighbourhood Levy referred to in clause (i),
 - (iii) the estimated amounts that UBC will be entitled to withdraw in respect of the fiscal year from the Unappropriated Reserve pursuant to clauses 10.3(a), (c), and (d).

- (b) The January payment is to equal
 - (i) the amount determined using the method in clause 11.1(a) except that actual amounts are to be used in place of estimated amounts, to the extent available, and the remaining estimated amounts are to be based on information available in December,
 - (ii) plus three times the amount, if any, by which the amount determined under clause (i) exceeds the amount of a payment determined under clause 11.1(a), and
 - (iii) minus three times the amount, if any, by which the amount of a payment determined under clause 11.1(a) exceeds the amount determined under clause (i).
- 11.2 If the January payment is based on one or more estimated amounts, then it is to be recalculated when all the actual amounts are known. If the recalculated amount exceeds the amount calculated for the January payment, UBC is to pay the excess to the UNA. If the recalculated amount is less than the amount calculated for the January payment, then the amount by which it is less is to be subtracted from a quarterly payment to the UNA.
- 11.3 If the withdrawal of an amount from the Contingency Reserve or the Stabilization Reserve has been approved in accordance with the Reserve Terms for the Reserve, UBC will make a payment to the UNA equal to the payment requested by the UNA in respect of which the withdrawal has been approved.
- 11.4 If the withdrawal of an amount from the Infrastructure and Capital Reserve has been approved in accordance with the Reserve Terms for the Reserve, and the amount is in respect of expenditures made or to be made by the UNA, UBC will make a payment to the UNA equal to the payment requested by the UNA in respect of which the withdrawal has been approved.
- 11.5 UBC will pay to the UNA, to the extent applicable, GST in respect of payments it makes to the UNA other than payments, or the portion of payments, specified as being for GST.
- 11.6 UBC's obligations under this article are subject to other written agreements between the parties.

12. USER FEES

- 12.1 The UNA may charge user fees for such things as community and recreation programs and the use of UNA Facilities.

13. UNA BUDGET AND FINANCIAL STATEMENTS

- 13.1 The UNA's fiscal year is to run from April 1 to March 31.
- 13.2 The UNA will prepare operating and capital budgets for each fiscal year. The budgeted expenditures must not contravene the purposes for which UBC receives the Neighbourhood Levy and must comply with this Agreement.
- 13.3 To enable the UNA to prepare its operating budget for a fiscal year, UBC will, by November 15 preceding the year, provide the following information to the UNA:
- (a) the estimated amount of the Neighbourhood Levy that UBC will receive in the fiscal year;
 - (b) the estimated assessments for properties in the Neighbourhoods;
 - (c) estimates of the amounts referred to in clauses 10.4(a) to (c) for the fiscal year;
 - (d) additional responsibilities that UBC anticipates the UNA will take on before or during the fiscal year that will increase the UNA's expenses; and
 - (e) any other information reasonably requested by the UNA.
- 13.4 If, in preparing its operating budget for a fiscal year, the UNA anticipates a deficit for the year, the UNA may request that UBC provide financial support to the UNA. If UBC agrees to provide financial support, it will be on the terms and conditions agreed by the parties.
- 13.5 By March 1 each year, the UNA will deliver to UBC its proposed operating and capital budgets for its fiscal year commencing April 1 of the year, after which the following will occur:
- (a) If UBC, acting reasonably, concludes that the expenditures in a proposed budget (i.e., the operating budget or the capital budget) do not contravene the purposes for which UBC receives the Neighbourhood Levy, UBC will notify the UNA that the proposed budget is approved.
 - (b) If a proposed budget is not approved pursuant to clause (a), the Liaison Committee is to meet to discuss UBC's concerns with the budget. If, following the discussions and any modifications to the budget agreed to by the UNA Board, UBC reaches the conclusion referred to in clause (a), then UBC will notify the UNA that the proposed budget is approved.
 - (c) If a proposed budget is not approved pursuant to clause (a) or (b), the UNA will propose an amended budget for UBC's approval as soon as practicable, and the process described above will 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 26.2 applies. However, if either party alleges a breach of this Agreement or if the UNA believes that UBC has not adequately taken into account the UNA's position, the UNA or UBC may invoke the dispute resolution procedure in section 26.4.

- (d) If the operating budget is not approved before the start of the fiscal year, the UNA may make expenditures in accordance with the prior year's operating budget until the UNA has a UBC-approved operating budget for the fiscal year.
- (e) If the capital budget is not approved before the start of the fiscal year, the UNA may not make capital expenditures until the capital budget is approved.

13.6 The UNA will prepare financial statements for each fiscal year in accordance with Canadian accounting standards for not-for-profit organizations and will have the financial statements audited by an independent auditor.

13.7 The UNA will provide UBC with a copy of each auditor's report.

13.8 Unless otherwise agreed by UBC, if the UNA has a surplus for a fiscal year, the UNA will reimburse UBC for financial support UBC has provided in response to a request under section 13.4, to the extent of the lesser of the surplus and the amount of the financial support not previously reimbursed.

14. OTHER FINANCIAL MATTERS

14.1 UBC will inform the UNA annually of the water and sanitary sewer rates charged by UBC to the strata corporations in the Neighbourhoods.

14.2 The UNA is liable for the costs of water and electricity provided to those parts of the Public Realm for which the UNA has assumed responsibility.

14.3 Section 14.4 applies with respect to a Neighbourhood that is not fully built-out if it can reasonably be anticipated that the UNA will incur expenses providing services to the Neighbourhood or fulfilling its responsibilities for UNA Facilities and UNA Amenities in the Neighbourhood that are excessive having regard to the size and population of the built-out portion of the Neighbourhood and the expected use of the UNA Facilities and UNA Amenities by Residents of other Neighbourhoods.

14.4 If this section applies, UBC will negotiate in good faith with the UNA the provision of financial support for the excess expenses that will be incurred by the UNA.

15. UNA ROLE IN PLANNING AND DEVELOPMENT

- 15.1 UBC will consult extensively with the UNA Board and UNA staff when developing a Neighbourhood Plan or amendments to a Neighbourhood Plan.
- 15.2 The UNA may appoint one member of the UBC Development Review Committee, to participate when the committee considers a development proposal that involves the Public Realm or the interface between a private development or a UBC Properties Trust development and the Public Realm.
- 15.3 The terms of reference for the UBC Development Review Committee are to permit the UNA member to raise issues of specific concern to the UNA, including
- (a) aspects of a development that would result in excessive operation, maintenance, repair, or replacement costs;
 - (b) sustainability; and
 - (c) the impact on Residents.
- 15.4 UBC will consult with the UNA Board with respect to UBC plans and decisions regarding the physical development of the Campus (other than the Neighbourhoods) that UBC, acting reasonably and fairly, concludes are likely to have a real and substantial impact on the Residents, including plans and decisions relating to
- (a) recreational Facilities and Amenities that are used, or may be used in the future, by Residents;
 - (b) shared infrastructure, including roads, and water and sewer infrastructure; and
 - (c) the health and environment of Residents.

16. UNA ASSUMPTION OF RESPONSIBILITY TO PROVIDE MUNICIPAL-LIKE SERVICES

- 16.1 This article applies with respect to the UNA's assumption of responsibility after the date of this Agreement to provide, in all or a portion of the Public Realm, services required by Schedule A, other than services in respect of a Facility or Amenity in respect of which article 17 applies.

- 16.2 The UNA assumes responsibility to provide the services required by Schedule A with respect to an asset or a matter listed in that schedule when the following conditions are met:
- (a) in the case of a new asset, the construction or installation of the asset is substantially complete;
 - (b) in the case of the landscaping of an area, the landscaping is substantially complete; and
 - (c) the UNA has confirmed in writing to UBC or UBC Properties Trust that the UNA assumes responsibility and specifies the date on which the UNA's assumption of responsibility takes effect.
- 16.3 The parties expect that the UNA will provide the confirmation referred to in clause 16.2(c) with respect to the assumption of a responsibility when requested to do so by UBC or UBC Properties Trust unless, after consultation between the UNA Representative and the UBC Representative, the UNA Board, acting reasonably, concludes that the assumption of the responsibility would
- (a) have onerous financial consequences for the UNA,
 - (b) expose the UNA to undue risk of liability, or
 - (c) expose the UNA to risk of liability in respect of which it cannot obtain insurance.
- 16.4 If the UNA Board decides that the UNA will not assume responsibility to provide a service,
- (a) the UNA will notify UBC of the decision as soon as practicable after the decision is made, stating reasons for the decision;
 - (b) section 18.2 applies with respect to the service; and
 - (c) the UNA may subsequently assume the responsibility, if the UNA Board so decides and UBC agrees.
- 16.5 If, within one year after the UNA assumes responsibility for a new asset or the landscaping of an area, the UNA identifies deficiencies or UBC or UBC Properties Trust becomes aware of deficiencies, UBC will remedy the deficiencies.

17. UNA RESPONSIBILITY FOR EXISTING AND NEW FACILITIES AND AMENITIES

- 17.1 Schedule D lists, as of the date stated in the schedule, the licence agreements in effect between the UNA and either UBC or UBC Properties Trust with respect to Facilities and Amenities.
- 17.2 Prior to the completion of a new Facility or Amenity in a Neighbourhood that is for the benefit of Residents, or at any time thereafter, UBC or UBC Properties Trust may request that the UNA enter into a licence agreement under which the UNA is to assume responsibility for the Facility or Amenity. The UNA and UBC or UBC Properties Trust will negotiate in good faith the terms of the agreement.
- 17.3 The UNA assumes responsibility for a new Facility only if it enters into a licence agreement with respect to the Facility. The effective date of the UNA's assumption of responsibility is the date specified in the agreement.
- 17.4 If the UNA enters into a licence agreement with UBC or UBC Properties Trust with respect to a new Amenity, the UNA assumes responsibility for the Amenity on the date specified in the licence agreement. If the Amenity is one with respect to which the UNA has responsibility pursuant to Schedule A and there is a conflict between that responsibility and the licence agreement, the agreement prevails.
- 17.5 If the UNA Board decides that the UNA will not enter into a licence agreement with respect to a new Facility or Amenity,
- (a) the UNA will notify UBC of the decision as soon as practicable after the decision is made, stating reasons for the decision;
 - (b) section 18.3 applies with respect to the Facility or Amenity;
 - (c) the UNA may subsequently seek to enter into a licence agreement with respect to the Facility or Amenity.
- 17.6 If the UNA assumes responsibility for a Facility or Amenity in accordance with this article earlier than one year after substantial completion of the Facility or Amenity, UBC will remedy all deficiencies that the UNA identifies, or that UBC or UBC Properties Trust becomes aware of, before the end of that one-year period.

18. ASSUMPTION OF RESPONSIBILITIES BY UBC

18.1 Section 18.2 applies if

- (a) pursuant to section 6.3, UBC is to provide a service that is the UNA's responsibility under Schedule A,
- (b) the UNA has decided, as permitted by section 6.4 or 6.6, not to fully provide a service specified in Schedule A or not to provide a service in compliance with Schedule B, or
- (c) the UNA has given UBC notice under section 16.4 of a decision not to assume responsibility to provide a service.

18.2 If this section applies,

- (a) UBC will assume responsibility for providing the service, and may engage a contractor to provide the service on its behalf;
- (b) UBC will provide the UNA, for information only, with an annual service plan and budget for providing the service;
- (c) UBC will provide the UNA with an annual financial statement regarding the provision of the service; and
- (d) UBC may withdraw from the Unappropriated Reserve its reasonable costs for providing the service, subject to giving the UNA 30 days' notice of each intended withdrawal, including information on the costs in respect of which the withdrawal is to be made.

18.3 If the UNA has given UBC notice under section 17.5 of a decision not to enter into a licence agreement with respect to a Facility or Amenity,

- (a) UBC will assume responsibility for the operation of the Facility or Amenity and may engage a contractor to operate the Facility or Amenity on its behalf;
- (b) UBC will provide the UNA, for information only, with an annual service plan and budget for the Facility or Amenity;
- (c) UBC will provide the UNA with an annual financial statement regarding the operation of the Facility or Amenity; and
- (d) UBC may withdraw from the Unappropriated Reserve reasonable costs incurred by UBC for the operation of the Facility or Amenity, subject to giving the UNA 30 days' notice of each intended withdrawal, including information on the costs in respect of which the withdrawal is to be made.

18.4 The UNA may make public the information provided to it by UBC under section 18.2 or 18.3.

19. COMMUNITY AMENITY CHARGES

19.1 Within six months after the end of each fiscal year of UBC, UBC will provide a report to the UNA containing the following information:

- (a) the amount of CACs collected during the fiscal year;
- (b) the amount of CACs expended during the fiscal year with respect to each Facility and Amenity;
- (c) the cumulative amount of CACs collected;
- (d) the cumulative amount of CACs expended on Facilities and Amenities in the Neighbourhoods;
- (e) the cumulative amount of CACs expended on Facilities and Amenities outside the Neighbourhoods; and
- (f) such other information as is reasonably requested by the UNA.

19.2 Subject to section 19.4, UBC may use CACs solely to fund the construction, acquisition, and renovation of Facilities and Amenities in the Neighbourhoods.

19.3 UBC will consult periodically with the UNA regarding the determination of Facilities and Amenities proposed to be funded with CACs.

19.4 If UBC wishes to use CACs to fund the construction, acquisition, or renovation of a Facility or Amenity that is outside the Neighbourhoods, UBC will inform the UNA of its desire and the parties will discuss the amount, if any, of CACs to be so used. No CACs may be used for the proposed purpose without an agreement between the parties. The UNA is not to unreasonably refuse to enter into an agreement.

19.5 If the cost of the construction, acquisition, or renovation of a Facility or Amenity in a Neighbourhood exceeds the available CACs, UBC may reimburse itself from future-collected CACs for any costs it has funded from sources other than CACs.

19.6 If UBC has unexpended CACs five years after the full build-out of all Neighbourhoods, UBC will deposit the amount of the unexpended CACs in the Neighbours Fund and the amount is to be added to the Infrastructure and Capital Reserve.

- 19.7 UBC will consult with the UNA with respect to the planning (including the design, location, and use) of any Facility or Amenity to be constructed in a Neighbourhood and funded with CACs.
- 19.8 Prior to commencement of the construction of a Facility or Amenity in a Neighbourhood that is to be funded with CACs, UBC will provide the UNA with the following information:
- (a) the location,
 - (b) the design,
 - (c) the proposed construction schedule,
 - (d) the construction budget,
 - (e) the projected costs of operation, and
 - (f) the projected replacement schedule for significant components and for all or substantially all the Facility or Amenity.
- 19.9 When UBC proposes the construction of a Facility or Amenity in a Neighbourhood that is to be funded with CACs, UBC will form a committee for the purposes of consultation and seeking advice regarding the construction and uses of the Facility or Amenity. The committee is to be comprised of the UNA Representative and representatives of other entities potentially affected by the construction of the Facility or Amenity. Consultation with the committee is in addition to the consultation with the UNA required by section 19.7.

20. COMMERCIAL SUBLICENCES

- 20.1 If a UNA Facility contains space which is intended for or can accommodate commercial use, the UNA may sublicense the space and is entitled to receive all sublicensing revenue, subject to the following conditions:
- (a) UBC consents to the proposed commercial use, which consent is not to be unreasonably withheld;
 - (b) the proposed commercial use will not violate any Legislation; and
 - (c) the proposed commercial use will not place UBC in breach of any of its contractual obligations.

21. USE OF UNA FACILITIES BY THE ACADEMIC COMMUNITY

- 21.1 The UNA, acting reasonably, will provide the Academic Community with access to the UNA Facilities to the maximum extent possible, having regard to the anticipated usage by Residents and to the UNA's financial situation.

21.2 If UBC would like the Academic Community to have greater access to a UNA Facility than the UNA provides pursuant to section 21.1, the parties will negotiate in good faith with a view to securing enhanced access. UBC acknowledges that enhanced access will likely require UBC to make payments to the UNA for that enhanced access.

22. UBC RECREATION AND CULTURAL FACILITIES

22.1 The parties have the rights and obligations with respect to UBC Facilities provided by Schedule F (UBC Recreation Facilities).

22.2 UBC will arrange for the benefits specified by Schedule G (UBC Cultural Facilities) to be provided to Residents.

22.3 UBC may withdraw from the Unappropriated Reserve the amounts determined in accordance with Schedules F and G, at the times permitted by those schedules.

22.4 The UNA may appoint one member to each of the following committees:

- (a) the University Sport and Recreation Committee,
- (b) the Aquatic Advisory Committee, and
- (c) the Doug Mitchell Thunderbird Sports Centre Events and Operations Committee.

22.5 Representatives of the UBC Athletics and Recreation Department will meet with the UNA Representative three times each calendar year, once in each of the three terms into which UBC divides the calendar year. The meetings are a forum for the discussion of all topics that the representatives wish to have discussed.

23. UNA OFFICE SPACE AND WORKS YARD

23.1 UBC will use reasonable efforts to ensure that, within five years of the date of this Agreement, the UNA is offered a lease on market terms for office space in a Neighbourhood that is of adequate size to accommodate all UNA departments.

23.2 If office space leased by the UNA ceases to be of adequate size, and the UNA has not been able to lease office space in a Neighbourhood of adequate size, UBC will use reasonable efforts to ensure that, within a reasonable period, the UNA is offered a lease on market terms for office space in a Neighbourhood that is of adequate size.

23.3 Within three years of the date of this Agreement, UBC will offer to enter into a licence agreement with the UNA for the use of a functional works yard on the Campus of adequate size for the storage of equipment and materials used by the

UNA and its contractors in performing the UNA's responsibilities under this Agreement. The agreement will be based on UBC's standard form for licence agreements. It will not include a licence fee and it will make the UNA responsible for property taxes, utility costs, insurance costs, and other operating costs attributable to the works yard.

23.4 If the works yard licensed to the UNA pursuant to section 23.3 ceases to be of adequate size, that section applies to require UBC to offer, within a reasonable period, to enter into a new licence agreement for a works yard of adequate size.

23.5 Until UBC and the UNA have entered into the first licence agreement pursuant to section 23.3, UBC will provide the UNA, at no cost, with space of adequate size for the storage of equipment and materials used by the UNA and its contractors in performing the UNA's responsibilities under this Agreement.

24. UNA INSURANCE AND INDEMNITY

24.1 The UNA will acquire or otherwise arrange, at its cost, such insurance as a prudent businessperson would acquire with respect to the UNA's property, activities, and obligations, including obligations under this Agreement and obligations with respect to the UNA Facilities. The insurance must:

- (a) subject to section 24.5, 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 or on the UNA Facilities and UNA Amenities, including 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; and
- (d) if entered into after the date of this Agreement, include a cross-liability clause and a waiver of the right of subrogation against UBC and UBC Properties Trust.

24.2 The UNA's insurance must be underwritten by an insurer or insurers authorized to carry on business in 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 must provide that it may not be cancelled or altered without 30 days' prior written notice to UBC. The UNA will deliver to UBC each original, renewal, and replacement policy, or a certified duplicate thereof, or other evidence of insurance satisfactory to UBC. The UNA will also deliver to UBC, upon request, proof of payment of premiums for insurance.

- 24.3 The UNA will use reasonable efforts to require that its contractors carry adequate insurance and name as additional insureds the UNA, UBC, and UBC Properties Trust together with their respective governing boards, officers, employees, agents and contractors. For each contract entered into after the date of this Agreement, the UNA will require a certificate of insurance from the contractor, and will provide the certificate to UBC or UBC Properties Trust within 15 days after receiving a request to do so.
- 24.4 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 its insurance.
- 24.5 With respect to property insurance for the UNA Facilities:
- (a) The UNA acknowledges that pursuant to the licence agreements entered into between the parties for the Wesbrook Place Community Centre and the Old Barn Community Centre (the "**Community Centres**") the UNA is required to repair, maintain, and keep in good and substantial repair each Community Centre, including all equipment and fixtures, exterior and interior doors, walls, the roof, structure, windows, glass, partitions, heating, ventilating, air conditioning, plumbing and electrical equipment, and any existing and future improvements made to each Community Centre.
 - (b) Subject to clauses (g) and (h), UBC will, at the UNA's cost, procure and maintain all-risks property insurance, including flood and earthquake coverage, (the "**Facilities Insurance**") for each Community Centre and all other UNA Facilities that may be constructed and licensed to the UNA. For greater certainty, the UNA will 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 clause 24.1(b).
 - (c) The Facilities Insurance is to have a deductible equal to an amount determined by the UNA, subject to the minimum deductible available.
 - (d) The Facilities Insurance is to include, to the extent possible, a waiver of the right of subrogation against the UNA.
 - (e) The following provisions apply with respect to a claim under the Facilities Insurance:
 - (i) The UNA Representative must provide the UBC Representative with such information as UBC requires to make the claim.
 - (ii) The UNA must cooperate with UBC and the providers of the Facilities Insurance throughout the claims process.

- (iii) Subject to clause (f), UBC will pay to the UNA the insurance monies received under the Facilities Insurance.
 - (iv) The UNA must use the insurance monies to pay for the repair of the loss or damage in respect of which the insurance monies are payable and must have the repair effected without undue delay.
 - (v) The UNA acknowledges that a claim under the Facilities Insurance may be reduced or denied if the UNA does not provide information to UBC on a timely basis or does not cooperate throughout the claims process on a timely basis.
- (f) UBC may appoint a trustee to manage the disbursement of insurance monies for the repair of damage to a UNA Facility.
 - (g) UBC will give the UNA reasonable advance notice of (i) proposed changes to the Facilities Insurance, including coverage and premiums, and (ii) a decision by UBC to change property insurer. If UBC ceases to be able to obtain property insurance for the UNA Facilities, UBC will give the UNA reasonable advance notice. Thereafter the UNA will procure property insurance for the UNA Facilities directly, in which case sections 24.1 and 24.2 will apply with respect to the insurance.
 - (h) The UNA may, at any time, give UBC notice that it wishes to acquire property insurance for the UNA Facilities directly, in which case sections 24.1 and 24.2 will apply with respect to the insurance.
- 24.6 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 services by the UNA 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.
- 24.7 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 24.6 applies (an “**Indemnified Claim**”):

- (a) Within 10 business days of becoming aware of the Claim, the Indemnitees must 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 will control the defence of the Claim, including selecting and retaining legal counsel, and all settlement negotiations. The Indemnitees must, at the UNA's cost, cooperate to the extent required by the UNA to properly conduct the defence and all settlement negotiations. The Indemnitees may, at their own expense, retain legal counsel and other experts to participate in the defence or negotiations of the Indemnified Claim.
- (d) Any settlement of the Claim intended to bind the Indemnitees must not be finalized without the Indemnitees' consent, which consent will not be unreasonably withheld or delayed.

25. TAKING EFFECT AND TERMINATION

- 25.1 This Agreement takes effect when both parties have signed it. The date of this Agreement is the date it is signed by the last of the signatories to sign it.
- 25.2 This Agreement remains in effect until terminated pursuant to this article.
- 25.3 This Agreement automatically terminates if
 - (a) the UNA is dissolved; or
 - (b) any of the Neighbourhoods become part of the City of Vancouver, another municipality or local authority, or similar type of governing body.
- 25.4 If either party gives the other at least 90 days' notice that the party is terminating this Agreement, this Agreement terminates on the date specified in the notice.
- 25.5 If UBC determines that the UNA
 - (a) has amended its constitution or bylaws in a manner that violates section 3.1,
 - (b) has breached any of its obligations under this Agreement, or
 - (c) has expended money provided by UBC contrary to the purposes for which the money was provided,

UBC may notify the UNA of UBC's determination. The UNA has 30 days from the receipt of the notice to disagree with UBC's determination, or to take steps, or propose to take steps, to remedy or substantially mitigate the problem.

- 25.6 Subject to section 25.7, if the UNA fails to respond to UBC's notice within the 30-day period, or if UBC is not satisfied with the response, UBC may give the UNA at least 60 days' notice that UBC is terminating this Agreement, in which case, subject to section 25.7, this Agreement terminates on the date specified in the notice.
- 25.7 On receipt of the notice referred to in section 25.6, the UNA may invoke the dispute resolution procedure in sections 26.2 to 26.4. While the procedure is being followed, this Agreement remains in effect. If the result of the procedure is the cancellation of the notice, this Agreement does not terminate because of the notice.
- 25.8 Failure of UBC to take any of the steps in sections 25.5 and 25.6 is not a waiver of UBC's right to take the steps at any subsequent time.
- 25.9 On the termination of this Agreement,
- (a) all agreements between the parties with respect to Facilities and Amenities immediately terminate, regardless of the terms in those agreements; and
 - (b) subject to Legislation, the UNA will deliver to UBC all monies, records, and other assets that are in the custody or control of the UNA as a result of this Agreement or any related agreement.

26. UBC APPROVALS AND DISPUTE RESOLUTION PROCEDURE

- 26.1 For any matter that, pursuant to this Agreement, is subject to the approval of UBC (other than Neighbourhood Regulations and the UNA's budgets),
- (a) if UBC has questions or concerns that it needs addressed before it decides whether to grant approval, the UBC Representative will discuss the matter with the UNA Representative; and
 - (b) if UBC refuses to grant approval, the UNA may request that the matter be raised to the UBC Liaisons, who are to consider the matter and may, prior to issuing their decision, engage with the UNA Liaisons.
- 26.2 Except as otherwise provided, if a dispute arises under this Agreement (including a failure to agree on a matter), or if the UNA believes that UBC has not adequately taken into account the UNA's position on a matter which directly or indirectly affects Residents, either party may refer the matter to the UNA Representative and the UBC Representative, but only if the referral is made

within a reasonable period of time, not exceeding one year, after the facts giving rise to the matter become known to the party invoking this section. For greater certainty, this section does not apply with respect to a dispute arising in connection with the application of section 8.7.

- 26.3 If the UNA Representative or the UBC Representative does not have authority to bind the UNA or UBC, as applicable, their proposed resolution of the matter, if any, is subject to approval by that party.
- 26.4 If the matter has not been resolved within 30 days of the referral, either the UNA Representative or the UBC Representative may refer the matter to the Liaison Committee. The chair or co-chairs of the Liaison Committee must convene, as soon as reasonably practicable, a special meeting of committee members and the Chancellor of UBC. The Liaison Committee (with the Chancellor as a voting member) is to determine the matter by simple majority and the determination is final and binding on the parties.

27. GENERAL

- 27.1 **Review of Agreement.** The parties will review this Agreement from time to time and make such amendments as may reasonably be required.
- 27.2 **Amendment of Schedules.** The parties may amend a schedule by agreement to which the amended schedule is attached.
- 27.3 **Limitation of Authority.** Nothing in this Agreement creates a partnership or joint venture between the parties, and neither party has the ability or authority to enter into contracts on behalf of the other party.
- 27.4 **Notices.** All notices, demands and requests given pursuant to this Agreement by one party to the other must be in writing and are sufficiently given if served personally, sent by courier, or emailed to that other party at the party's address below:

The University of British Columbia
Walter C. Koerner Library
7th Floor, 1958 Main Mall
Vancouver, BC V6T 1Z2
Attention: President
Email: presidents.office@ubc.ca

-and-

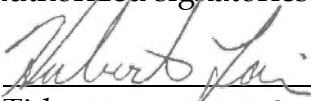
University Neighbourhoods Association
202-5923 Berton Avenue
Vancouver, BC V6S 0B3
Attention: Chief Administrative Officer
Email: cao@myuna.ca

- 27.5 **Amended Address for Notices:** Each party may, by giving notice in accordance with section 27.4 from time to time, amend the address in section 27.4 for giving notices, demands, and requests to it.
- 27.6 **Governing Law.** This Agreement and all matters arising under this Agreement are governed by, and are to be construed in accordance with, the laws of British Columbia.
- 27.7 **Severability.** If any provisions in this Agreement are found by a court to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions are not in any way affected or impaired, unless as a result of the determination this Agreement fails in its essential purpose.
- 27.8 **Assignment.** This Agreement may not be assigned by either party.
- 27.9 **Waiver.** The failure or delay by a party in exercising any right under this Agreement is not a waiver of that right or any other right. The waiver of a breach by a party is not consent to, waiver of, or excuse for any different or subsequent breach of this Agreement.

Each signatory has signed this Agreement on the date stated underneath that signatory's signature.

THE UNIVERSITY OF BRITISH COLUMBIA

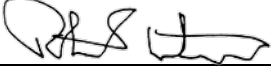
by its authorized signatories:

By: 
Title: Hubert Lai, K.C., University Counsel
Date: December 5, 2024


Title: VP Finance & Operations
Date: December 5, 2024

UNIVERSITY NEIGHBOURHOODS ASSOCIATION

by its authorized signatory:

By:  _____

Title: UNA Chair

Date: November 29, 2024

SCHEDULE A
MUNICIPAL-LIKE SERVICES

1. DEFINITIONS

1.1 In this Schedule:

Tree Risk Management Protocol means a document described in section 4.2.

Urban furniture means objects in the Public Realm for public use or enjoyment, such as benches, picnic tables, planters, fountains, waste and recycling receptacles, bicycle racks, playground equipment, and drinking fountains, but does not include bike-share infrastructure.

2. UNA RESPONSIBILITIES

2.1 Subject to section 2.2, the UNA is responsible for providing the following services in the Public Realm:

- (a) **Streetlights:** Operation, maintenance, repair, and replacement of streetlights.
- (b) **Roads:** Maintenance and repair of roads (including curbs and gutters); cleaning of roads; road markings.
- (c) **Catch basins:** Maintenance, repair, and cleaning of catch basins along roads (including sumps).
- (d) **Sidewalks and paths:** Maintenance, repair, and replacement of sidewalks and paths; snow removal from, and de-icing of, sidewalks and paved paths.
- (e) **Signs:** Maintenance, repair, and replacement of traffic and other signs.
- (f) **Landscaping:** Maintenance of parks, green streets, greenways, green edges, roundabouts, and boulevards.
- (g) **Irrigation:** Maintenance and repair of irrigation systems.
- (h) **Trees along roads and in parks:** Pruning; removal of fallen trees and large branches; removal of unstable trees; planting of new trees or shrubs to replace fallen and removed trees.
- (i) **Urban furniture:** Operation, maintenance, repair, and replacement of urban furniture.
- (j) **Water features:** Operation, maintenance, repair, and replacement of streams, ponds, spray parks, and other water features excluding, for greater certainty, stormwater infrastructure.

- (k) **Aquifer:** Maintenance and repair of the boreholes and well pump (including valves and sand filter).
- (l) **Waste and recycling:** Collection from, and maintenance of, waste and recycling receptacles.
- (m) **Parking:** To the extent legally authorized: issuance of parking permits; enforcement of parking restrictions.

2.2 Section 2.1 applies only with respect to the portion of the Public Realm, and the services in that portion, for which the UNA has assumed responsibility. Schedule C specifies the portion of the Public Realm, and the services in that portion, for which the UNA has assumed responsibility as of the date of the Agreement.

2.3 The UNA is responsible for landscape maintenance for the following areas outside the Neighbourhoods:

- (a) areas adjacent to Neighbourhoods for which the UNA maintained the landscape before the date of the Agreement;
- (b) areas adjacent to Neighbourhoods agreed to in writing by the UNA after the date of the Agreement;
- (c) the roundabouts at the junctions of 16th Ave. and Wesbrook Mall, 16th Ave. and East Mall, and Stadium Road and West Mall; and
- (d) the area between Wesbrook Place and Hampton Place, east of Wesbrook Mall.

2.4 The UNA will provide the services listed in section 2.1 for those sidewalks and streetlights adjacent to Neighbourhoods for which the UNA has assumed responsibility before the date of the Agreement or assumes responsibility thereafter in accordance with the Agreement.

2.5 Sections 2.1, 2.3, and 2.4 do not apply with respect to services for which UBC has informed the UNA in writing that UBC or UBC Properties Trust assumes responsibility.

3. UBC RESPONSIBILITIES

3.1 UBC is responsible for operating, maintaining, repairing, and replacing infrastructure for potable water, sanitary sewers, and stormwater serving the Neighbourhoods including, for greater certainty, such infrastructure located outside the Neighbourhoods.

3.2 For the purposes of section 3.1, potable water infrastructure includes

- (a) water meters not in the Public Realm,
- (b) infrastructure located in statutory rights of way or easements in favour of UBC,
- (c) fire hydrants in the Public Realm, and
- (d) emergency potable water wells in the Public Realm,

but does not include

- (e) infrastructure (other than water meters) in the Neighbourhoods that is not in the Public Realm, and
- (f) water features that are the UNA's responsibility.

3.3 For greater certainty, for the purposes of section 3.1,

- (a) stormwater infrastructure includes the Nobel Park detention tank, the TRIUMF retention pond, and all above-ground conveyance channels, and
- (b) UBC's responsibilities with respect to stormwater infrastructure include the removal of sediment.

3.4 UBC is responsible for providing the following services with respect to roads in the Public Realm:

- (a) repaving or full rehabilitation,
- (b) replacement (including curbs and gutters), and
- (c) snow removal and de-icing, based on UBC-determined priorities for the Campus and the availability of resources.

3.5 UBC is responsible for urban forests in the Public Realm.

3.6 UBC is to provide regular reports to the UNA regarding its repair and replacement activities in carrying out its responsibilities under this article 3.

4. TREES ALONG ROADS AND IN PARKS

4.1 This article applies with respect to the UNA's responsibility for trees along roads and in parks.

4.2 As soon as practicable after the date of the Agreement, the UNA shall work with an arborist to develop a document that sets out a tree risk management approach, including

- (a) the frequency of inspection of trees for risk,
- (b) a risk assessment method,

- (c) the prioritization and scheduling of remedial actions,
- (d) the required qualifications of the person or firm that is to perform risk assessments and their responsibilities, and
- (e) the documentation required for risk assessment and remedial actions.

- 4.3 The UNA shall cause a Tree Risk Management Protocol to be reviewed periodically by an arborist and shall implement recommendations to amend or replace the protocol.
- 4.4 A Tree Risk Management Protocol does not take effect, nor do amendments to a Tree Risk Management Protocol take effect, until approved in writing by UBC.
- 4.5 Before the initial Tree Risk Management Protocol takes effect, the UNA's only obligation with respect to risks posed by trees is to implement risk mitigation measures recommended by an arborist.
- 4.6 The UNA shall cause risk assessments of trees to be performed in accordance with the Tree Risk Management Protocol in effect.
- 4.7 Following a risk assessment of trees, the UNA shall take remedial actions in accordance with the Tree Risk Management Protocol in effect and shall also take any remedial actions recommended by the arborist who conducted the risk assessment.
- 4.8 For greater certainty, the UNA is in compliance with its tree maintenance obligations when it relies on the advice of an arborist or when it complies with the Tree Risk Management Protocol in determining remedial actions to take.

5. URBAN FORESTS

- 5.1 This article applies with respect to urban forests in the Public Realm that are adjacent to the Public Realm for which the UNA has assumed responsibility.
- 5.2 At least two months before the start of each fiscal year of the UNA, UBC will provide the UNA, for information only, with a service plan for the urban forests for the fiscal year and the estimated cost of the service plan.
- 5.3 Within three months after the end of each fiscal year of the UNA, UBC will provide the UNA with a financial report regarding the provision of the urban forest service for the fiscal year.

- 5.4 UBC may withdraw from the Neighbours Fund its costs of providing the urban forest service, subject to a limit of
- (a) for the UNA's 2025/26 fiscal year, \$80,000, and
 - (b) for each subsequent fiscal year, \$80,000 adjusted for inflation to that year.
- 5.5 When this article commences to apply to an urban forest or part of an urban forest after the date of the Agreement, the parties are to agree on an increase to the \$80,000.
- 5.6 For greater certainty, the urban forests with respect to which this article applies at the date of the Agreement are
- (a) Hawthorn Rhododendron Woods,
 - (b) East Campus Forest, and
 - (c) the Wesbrook Place Green Edge adjacent to the Public Realm in Wesbrook Place for which the UNA has assumed responsibility at the date of the Agreement.

6. MAPS

- 6.1 Subject to section 6.3, UBC is to provide the UNA with the following maps (which may be cloud-based GIS maps):
- (a) maps showing the precise boundaries of the Neighbourhoods,
 - (b) maps showing each landscaping feature for which the UNA is responsible and the maintenance level for that feature specified by Schedule B, and
 - (c) additional maps which the UNA requires to determine its responsibilities.
- 6.2 The following requirements apply with respect to maps provided by UBC:
- (a) In preparing and revising the maps, UBC is to collaborate with the UNA.
 - (b) Whenever a material change affects a map, UBC is to provide the UNA with an updated map.
 - (c) If the UNA determines that a map contains errors, UBC will, at the UNA's request, prepare a corrected map.
- 6.3 The UNA may prepare one or more of the maps referred to in clauses 6.1(b) and (c), in which case UBC will provide the UNA with information requested by the UNA to enable it to prepare the maps.

- 6.4 A map can be used in determining the UNA's responsibilities under this Schedule
- (a) only if the map has been approved by the UNA and UBC, and
 - (b) only to the extent that it is consistent with this Schedule and Schedule B.

7. DISPUTE RESOLUTION

- 7.1 For greater certainty, the dispute resolution procedure in sections 26.2 to 26.4 of the Agreement applies with respect to any disagreement regarding the application of this Schedule.

SCHEDULE B
MAINTENANCE TASKS AND STANDARDS

1. INTRODUCTION

1.1 This Schedule

- (a) specifies the tasks to be performed by the UNA in carrying out certain of its maintenance responsibilities in Schedule A and the minimum frequency for each task, and
- (b) specifies the standards applicable for certain of the UNA’s responsibilities in Schedule A.

1.2 In this Schedule, “**as required**” means as determined by the UNA acting reasonably or based on the advice of a consultant.

2. ROADS, SIDEWALKS, AND PATHS

Responsibility	Task	Minimum Frequency
Centre lines, crosswalks, and other road markings	Inspections Maintenance, repair, and repaint	1 x year As required
Roads	Inspections Cleaning	1 x year 2 x year
Catch basins (including sumps)	Inspections Cleaning, with focus on risk of flooding, removal of pollutants, and elimination of mosquito habitat	2 x year As required
Sidewalks and paved paths	Inspections Repairs	2 x year As required
Vegetative (i.e., weeds) control on roads and paths	Inspections Maintenance	2 x year As required
Urban furniture	Inspections and maintenance Repairs	1 x year As required

3. STREETLIGHTS

Task	Minimum Frequency
Replace burnt-out lamps	Prioritize as part of monthly inspections
Pressure wash fixtures	1 x year

Repaint poles	Once every 10 years (or earlier if required)
Structural and electrical inspection	Once every 10 years
Replace light fixtures	As required, based on structural and electrical inspection

4. LANDSCAPING

4.1 The maintenance standards for landscaping are based on the maintenance level for each landscape type and the applicable standards for that level set out in section 2.3 of the Landscape Management Plan (May 2023) prepared for the UNA by Lanarc 2015 Consultants Ltd. The “Landscaping Maps” are the landscaping maps prepared as required by article 6 of Schedule A.

Landscape Type	Description	Maintenance Level
Parks and grass fields	Includes grassed lawn areas and open spaces in the parks	Level 3
Greenways, boulevards, and roundabouts	Includes grassed lawn areas adjacent to roads, sidewalks, and paths	Level 3
Manicured planting beds	Formal planting areas that are kept in a static state	Level 3, except when shown as Level 2 on the Landscaping Maps
Naturalized planting beds	Native or naturalized plantings that are allowed to evolve and naturalize to a greater extent	Level 4
Natural areas	Includes forested areas and green edges	Level 5, except when shown as Level 6 on the Landscaping Maps

5. IRRIGATION SYSTEMS

5.1 The standards for the maintenance and repair of irrigation systems are the standards set out in The Canadian Landscape Standard (2nd ed.), as amended or replaced from time to time.

6. ROAD MAINTENANCE

6.1 The UNA is to keep roads in a state of good repair.

7. SNOW REMOVAL AND DE-ICING

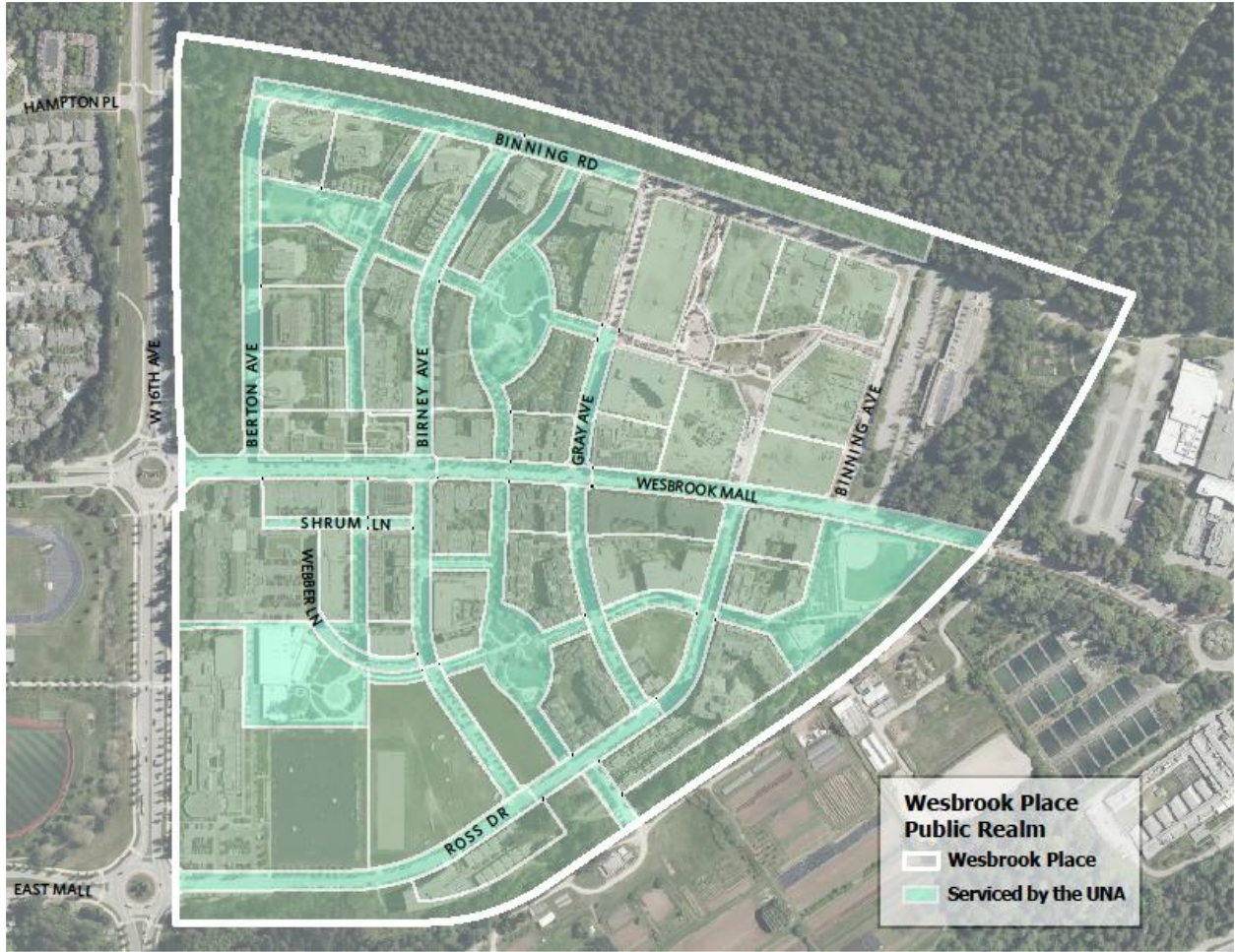
- 7.1 The UNA is to use reasonable efforts to cause the removal of snow from, and the de-icing of, sidewalks and paved paths when the UNA reasonably believes that enough snow or ice has accumulated to cause a reasonably foreseeable risk to persons or property.
- 7.2 UBC acknowledges that snow removal from, or de-icing of, an area may not clear the area to bare pavement and that slippery conditions may continue to prevail. The UNA assumes no liability for this condition.

8. OTHER SERVICES

Responsibility	Task	Frequency
Water features	Inspections Maintenance and repairs	2 x year As required
Signage	Inspections Maintenance and repairs	1 x year As required

SCHEDULE C
PUBLIC REALM AND SERVICES
FOR WHICH UNA RESPONSIBLE

- 1.1 For the purposes of section 6.2 of the Agreement and section 2.2 of Schedule A, the UNA has, as of the date of the Agreement, assumed responsibility for providing the services specified by section 2.1 of Schedule A in the whole of the Public Realm in the following Neighbourhoods:
- (a) Chancellor Place,
 - (b) East Campus,
 - (c) Hampton Place, and
 - (d) Hawthorn Place.
- 1.2 For the purposes of section 6.2 of the Agreement and section 2.2 of Schedule A, the UNA has, as of the date of the Agreement, assumed responsibility for providing the services specified by section 2.1 of Schedule A in the Public Realm in the areas of Wesbrook Place shown on the map on the next page, except for the maintenance and repair of the pavers on Wesbrook Mall.



SCHEDULE D
LICENCE AGREEMENTS

For the purposes of section 17.1 of the Agreement, the following table shows, as of the date of the Agreement, the licence agreements in effect between the UNA and either UBC or UBC Properties Trust with respect to UNA Facilities and UNA Amenities.

Neighbourhood	Facility or Amenity	Date of Licence Agreement	Comments
East Campus	Vista Point YMCA Childcare Centre	July 1, 2016	Fourth extension from October 1, 2023 to August 31, 2025
Hawthorn Place	Old Barn Community Centre	June 6, 2008	
Hawthorn Place	Gas Gun Community Garden	April 11, 2012	Most recent extension from January 1, 2023 to December 31, 2025.
Wesbrook Place	Wesbrook Place Community Centre	November 26, 2015	
Wesbrook Place	Wesbrook Place Artificial Playfield	October 3, 2012	
Wesbrook Place	Lot 11 (Greenway North) Community Garden	March 29, 2021	First extension from March 29, 2023 to March 28, 2029
Wesbrook Place	Lot 10 Community Garden	April 1, 2021	First extension from April 2, 2024 to April 1, 2029

SCHEDULE E
NEIGHBOURS FUND RESERVES
INFRASTRUCTURE AND CAPITAL RESERVE

1. PURPOSE

- 1.1 This reserve is for reimbursing UBC for
- (a) costs incurred by UBC in respect of repairs to, and the replacement of,
 - (i) infrastructure serving the Neighbourhoods, other than infrastructure excluded by section 1.4, and
 - (i) UNA Facilities and UNA Amenities, other than Facilities and Amenities excluded by section 1.4;
 - (b) expenditures made by UBC in respect of the replacement of trees in the Neighbourhoods that are along streets or in parks, other than, for greater certainty, trees in urban forests;
 - (c) the cost of an assessment of infrastructure undertaken pursuant to section 6.14 or 7.7 of the Agreement; and
 - (d) amounts that UBC pays to the UNA in respect of expenditures made, or to be made, by the UNA that are for repairs or replacement described in clause (a) or that are expenditures made by the UNA described in clause (b).
- 1.2 The following are examples of the types of infrastructure for which this reserve is intended:
- (a) potable water, sanitary sewer, and storm water infrastructure;
 - (b) streetlights;
 - (c) roads, curbs, sidewalks, and paths;
 - (d) boulevards; and
 - (e) irrigation systems.
- 1.3 The following are examples of the types of UNA Facilities and UNA Amenities for which this reserve is intended:
- (a) major components of community centres;
 - (b) parks and green spaces; and
 - (c) urban furniture (defined in Schedule A).

- 1.4 This reserve is not intended for
- (a) the Wesbrook Place artificial sports field facility,
 - (b) childcare facilities that are not in community centres,
 - (c) replacing the pavers on Wesbrook Mall, or
 - (d) the replacement of community centres.

2. CONTRIBUTIONS

- 2.1 UBC will make a contribution to the reserve by the end of each UBC fiscal year equal to the following percentage of the Neighbourhood Levy for the fiscal year (determined on an accrual basis):
- (a) for 2024/25, 3.8%,
 - (b) for 2025/26, 3.9%,
 - (c) for 2026/27, 4.0%,
 - (d) for 2027/28, 4.1%,
 - (e) for 2028/29 and subsequent fiscal years, 4.2%.

- 2.2 Interest required by section 10.9 of the Agreement is in addition to contributions.

3. LIMITATION ON WITHDRAWALS

- 3.1 UBC may withdraw an amount from the reserve only if permitted by article 4, 5, or 6.

4. WITHDRAWALS - UBC COSTS AND EXPENDITURES

- 4.1 UBC may withdraw an amount from the reserve if the following conditions are met:
- (a) the amount is to reimburse UBC for a cost or expenditure described in section 1.1;
 - (b) if the cost or expenditure is described in clause 1.1(a) or (b), the UNA Board has passed a motion in an open session of a board meeting approving the withdrawal; and
 - (c) if the cost is described in clause 1.1(c), UBC gives the UNA at least 30 days' notice of the intended withdrawal, which notice is to include details of the calculation of the amount.

5. WITHDRAWALS - PAYMENTS TO THE UNA

5.1 UBC may withdraw an amount from the reserve if the following conditions are met:

- (a) the UNA has made a written request to UBC that a payment described in clause 1.1(d) be made to it;
- (b) if the amount of the payment is less than \$1.5 million, a UBC Member has notified the UNA that UBC has approved the payment;
- (c) if the amount of the payment is \$1.5 million or more, the UBC Board has approved the payment; and
- (d) the UNA Board has passed a motion in an open session of a board meeting approving the withdrawal.

6. WITHDRAWALS - GST

6.1 When UBC makes a withdrawal from the reserve in respect of a payment to the UNA, UBC may withdraw an additional amount equal to the GST payable by UBC on the payment net of the GST rebate to which UBC is entitled.

7. APPROVALS

7.1 Approvals referred to in sections 4.1 and 5.1 are not to be unreasonably withheld.

CONTINGENCY RESERVE

1. PURPOSE

- 1.1 This reserve is for reimbursing UBC for amounts that UBC pays to the UNA in respect of expenditures made, or to be made, by the UNA for matters that require urgent attention and for which provision has not been made in the UNA budget.

2. CONTRIBUTIONS

- 2.1 UBC will make a contribution to the reserve by the end of each UBC fiscal year equal to the lesser of 1.0% of the Neighbourhood Levy for the fiscal year (determined on an accrual basis) and the amount, if any, required to increase the balance in the reserve to \$1 million.
- 2.2 Interest required by section 10.9 of the Agreement is in addition to contributions.

3. WITHDRAWALS

- 3.1 UBC may withdraw an amount from the reserve only if permitted by section 3.2 or 3.3.
- 3.2 UBC may withdraw an amount from the reserve if the following conditions are met:
- (a) the UNA has made a written request to UBC that a payment described in section 1.1 be made to it;
 - (b) a UBC Member has notified the UNA that UBC has approved the payment;
 - (c) the amount is to reimburse UBC for the payment; and
 - (d) the UNA Board has passed a motion in an open session of a board meeting approving the withdrawal.
- 3.3 When UBC makes a withdrawal from the reserve in respect of a payment to the UNA, UBC may withdraw an additional amount equal to the GST payable by UBC on the payment net of the GST rebate to which UBC is entitled.
- 3.4 Approvals referred to in section 3.2 are not to be unreasonably withheld.

STABILIZATION RESERVE

1. PURPOSE

- 1.1 This reserve is for reimbursing UBC for amounts that UBC pays to the UNA to supplement the periodic amounts payable under section 11.1 of the Agreement when
- (a) the January payment for a fiscal year to the UNA under clause 11.1(b) of the Agreement is less than the quarterly payments for the year under clause 11.1(a) of the Agreement, or
 - (b) the payments to be made to the UNA for a fiscal year under section 11.1 of the Agreement, estimated for purposes of the UNA's operating budget for the year, are less than the payments under that section for prior fiscal years increased by the rate of inflation and the rate of growth of the Neighbourhoods population.

2. CONTRIBUTIONS

- 2.1 UBC will make a contribution to the reserve by the end of each UBC fiscal year equal to the lesser of 1.0% of the Neighbourhood Levy for the fiscal year (determined on an accrual basis) and the amount, if any, required to increase the balance in the reserve to \$2 million.
- 2.2 Interest required by section 10.9 of the Agreement is in addition to contributions.

3. LIMITATION ON WITHDRAWALS

- 3.1 UBC may withdraw an amount from the reserve only if permitted by article 4, 5, or 6.

4. WITHDRAWALS - REVENUE SHORTFALLS

- 4.1 UBC may withdraw an amount from the reserve in respect of a fiscal year of the UNA if the following conditions are met:
- (a) clause 1.1(a) applies with respect to the year;
 - (b) the UNA has made a written request to UBC that a payment be made to it, not exceeding the amount by which a quarterly payment for the year under clause 11.1(a) of the Agreement exceeds the January payment;
 - (c) a UBC member has notified the UNA that UBC has approved the payment; and

- (d) the UNA Board has passed a motion in an open session of a board meeting approving the withdrawal.

5. WITHDRAWALS - ESTIMATED REVENUE DEFICIENCY

5.1 UBC may withdraw amounts from the reserve in respect of a fiscal year of the UNA if the following conditions are met:

- (a) clause 1.1(b) applies with respect to the year;
- (b) the UNA has made a written request to UBC that payments be made to it to supplement the periodic amounts payable to it under section 11.1 of the Agreement;
- (c) a UBC Member has notified the UNA that UBC has approved the supplemental payments;
- (d) each amount to be withdrawn is in respect of a supplemental payment that has been made to the UNA; and
- (e) the UNA Board has passed a motion in an open session of a board meeting approving the withdrawals.

5.2 The maximum supplemental payments that may be requested by the UNA are such that, if included in the estimated payments to be made to the UNA for the fiscal year under section 11.1 of the Agreement, would result in clause 1.1(b) not applying.

5.3 This article applies in connection with the UNA's preparation of its operating budget for a fiscal year, to enable the UNA to include the approved supplemental payments as revenue. A UBC Member's approval of the payments is to be given, and the UNA Board motion approving the withdrawals is to be made, while the operating budget is under development.

6. WITHDRAWALS - GST

6.1 When UBC makes a withdrawal from the reserve in respect of a payment to the UNA, UBC may withdraw an additional amount equal to the GST payable by UBC on the payment net of the GST rebate to which UBC is entitled.

7. APPROVALS

7.1 Approvals referred to in sections 4.1 and 5.1 are not to be unreasonably withheld.

SCHEDULE F
UBC RECREATION FACILITIES

1. DEFINITIONS

1.1 In this Schedule:

Aquatic Centre means the UBC Aquatic Centre.

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

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

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

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

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

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

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

UBC Recreation Facility means each of

- (a) the Aquatic Centre,
- (b) the Ice Rinks,
- (c) the Tennis Courts, and
- (d) the Fitness Centre.

UNA Cardholder means a Resident who holds an unexpired UNA Card.

Vancouver Communities means the neighbourhoods of Vancouver agreed on by the parties for purposes of the comparisons required by this Schedule.

2. ACCESS TO UBC RECREATION FACILITIES

- 2.1 UBC will provide Residents with a level of access to the Aquatic Centre and the Ice Rinks that is comparable to, or better than, the average level of access to swimming pools and ice rinks enjoyed by residents of the Benchmark Communities and the Vancouver Communities.
- 2.2 UBC will permit UNA Cardholders to book and use the Tennis Courts on the same basis as UBC faculty and staff.
- 2.3 UBC will permit UNA Cardholders to use the Fitness Centre on the same basis as UBC faculty and staff.

3. PROGRAMMING

- 3.1 UBC will provide Residents with a level of programming (lessons, fitness classes, sports camps, etc.) at the Recreation Facilities that is comparable to, or better than, the average level of programming provided by the Benchmark Communities and Vancouver Communities at corresponding recreation facilities.

4. USER FEES

- 4.1 Sections 4.2 to 4.5 govern user fees that UBC may charge UNA Cardholders for use of the UBC Recreation Facilities. For greater certainty, UNA Cardholders who are UBC students, faculty, or staff pay the lower of the UNA Cardholder fees and the fees applicable for UBC students, faculty, or staff, respectively.
- 4.2 User fees for the Aquatic Centre and the Ice Rinks are to be comparable to, or more favourable than, average user fees for similar facilities in the Benchmark Communities and Vancouver Communities.
- 4.3 There is to be no user fee for the outdoor Tennis Court.
- 4.4 Rates for the indoor Tennis Courts are not to exceed 90% of the public rates, rounded to the nearest 25 cents. This requirement applies commencing with the first time the rates are changed after this Schedule comes into force.
- 4.5 User fees for the Fitness Centre and for fitness classes at the Fitness Centre are not to exceed the user fees payable by UBC faculty and staff.

5. OUTDOOR BASKETBALL COURT AND SKATEPARK

- 5.1 UBC will permit Residents to use the basketball court and the skatepark at the intersection of Thunderbird Boulevard and Health Sciences Mall on the same basis as UBC students.
- 5.2 UBC will not change the location of the basketball court or the skatepark without consulting with the UNA and will not eliminate either amenity without the UNA's approval, which approval is not to be unreasonably withheld.

6. SCHEDULES AND USER FEES

- 6.1 When establishing schedules and user fees for the Aquatic Centre and the Ice Rinks for a Term, UBC will consult with the UNA early in the process and on an ongoing basis throughout the process.
- 6.2 UBC will consult with the UNA before
 - (a) making a change to the availability for Residents of the Aquatic Centre or the Ice Rinks from the Scheduled Availability for a Term, other than a minor change, a change that increases availability for Residents, or a change necessitated by staffing issues or other factors outside UBC's control, or
 - (b) making a change to the user fees for UNA Cardholders for the Aquatic Centre or the Ice Rinks that have been established for a Term.
- 1.1 If UBC disagrees, in whole or in part, with a proposal made, or position taken, by the UNA in the course of a consultation referred to in section 6.1 or 6.2, then UBC will give the UNA written reasons for disagreeing.

7. PROVISION OF INFORMATION TO THE UNA

- 7.1 Within 60 days after the parties agree to this Schedule, UBC will provide the UNA with a written description of
 - (a) the Scheduled Availability of the Aquatic Centre and the Ice Rinks for the current Term and the two immediately preceding Terms, and
 - (b) the user fees payable by UNA Cardholders for the use of those facilities during those Terms.
- 7.2 Within 30 days after establishing schedules and user fees for the Aquatic Centre and the Ice Rinks for a Term, UBC will provide the UNA with a written description of the schedules and user fees.

- 7.3 Within 30 days after the end of each Term, UBC will inform the UNA in writing of all deviations during the Term from the Scheduled Availability of the Aquatic Centre and the Ice Rinks for the Term and of all changes to user fees payable by UNA Cardholders for the use of those facilities during the Term.
- 7.4 Within 60 days after the end of each Term, UBC will provide the UNA with statistics showing the number of UNA Cardholder admissions during the Term to the Aquatic Centre and the Ice Rinks and the number of UNA Cardholders who signed up for programs, with such breakdowns of the statistics as the UNA reasonably requests.

8. REVIEW OF RECREATION FACILITIES ACCESS OR USER FEES

- 8.1 At the UNA's request, a review is to be undertaken jointly by the parties to determine whether UBC is complying with sections 2.1 and 4.2.
- 8.2 The first request under section 8.1 may be made no earlier than 2026. Once a review has been made, a subsequent request may be made no earlier than 5 years after the completion of the review.
- 8.3 The parties are to engage a consultant to assist with a review under section 8.1. Each party will pay 50% of the costs of the consultant.
- 8.4 The consultant's mandate is to include advising on which municipalities to include as Benchmark Communities and which Vancouver neighbourhoods to include as Vancouver Communities. If the consultant concludes that UBC is not in compliance with section 2.1 or 4.2, the consultant's mandate is also to include recommending changes that, in the consultant's opinion, will bring UBC into compliance.
- 8.5 If the review determines that UBC is not complying with section 2.1 or 4.2, UBC will bring itself into compliance.
- 8.6 For greater certainty, the UNA may, at any time, undertake its own review to determine whether access and user fees comply with sections 2.1 and 4.2. UBC will provide the UNA with all information reasonably requested, by the UNA or a consultant engaged by the UNA, for the purposes of the review.

9. RESIDENTS RECREATION CONTRIBUTIONS

- 9.1 UBC is entitled to withdraw from the Neighbours Fund the amounts specified in this article 9 as the contributions of Residents towards the operating costs of the UBC Recreation Facilities and programming for the benefit of Residents. The

withdrawal for a fiscal year of the UNA may be made at any time after July of the year.

- 9.2 Prior to making a withdrawal from the Neighbours Fund in accordance with this Schedule, UBC will give the UNA written notification of the amount of the intended withdrawal.
- 9.3 For the UNA's 2022/23 fiscal year, UBC is entitled to withdraw \$575,153 from the Neighbours Fund.
- 9.4 Subject to section 9.5, for each subsequent fiscal year of the UNA, UBC is entitled to withdraw an amount from the Neighbours Fund equal to the lesser of
- (a) the amount determined by the formula

$$\text{PCR} \times \text{AF} \times \text{Pop}$$

where

PCR is the per capita rate for the fiscal year, computed as \$43.50 times the ratio of the average Consumer Price Index for the 12 months immediately preceding the fiscal year to the average Consumer Price Index for the 12 months immediately preceding the UNA's 2022/23 fiscal year.

AF is the adjustment factor, which is 91.75%.

Pop is the estimated population of the Neighbourhood Housing Areas and the Designated Buildings at the beginning of the fiscal year, determined using a method agreed to by the parties.

- (b) 8% of the Neighbourhood Levy payable for the calendar year in which the fiscal year begins.
- 9.5 At the request of either party, the components of the formula in section 9.4 will be reviewed and amended as agreed by the parties. The first fiscal year for which either party can require a review is the 2027/28 fiscal year. Once a review has been undertaken for a fiscal year, neither party may require a subsequent review for the next four fiscal years.
- 9.6 An amended per capita rate for a particular fiscal year is to be determined in accordance with the following method, unless the parties agree to vary this method:
- (a) For each Benchmark Community, determine the net per capita expenditure for a year on operating costs for Comparable Facilities and Programming (as defined in section 9.7). "Net" means net of

corresponding revenues from the operation of the Comparable Facilities and Programming.

- (b) Adjust the net per capita expenditure for each Benchmark Community to reflect inflation to the particular fiscal year and compute the median of the inflation-adjusted net per capita expenditures.
- (c) Determine the UNA's net per capita recreation expenditures for its most recently completed fiscal year, adjusted to reflect inflation to the particular fiscal year.
- (d) Subtract amount (c) from amount (b) to obtain the per capita amount for the particular fiscal year.

9.7 For the purposes of clause 9.6(a), **Comparable Facilities and Programming** means

- (a) facilities similar to the UBC Recreation Facilities,
- (b) programming at those facilities similar to the programming provided to Residents by UBC,
- (c) community centres, and
- (d) programming at community centres.

9.8 The parties are to engage a consultant to assist with determining the net per capita expenditures referred to in clause 9.6(a). Each party will pay 50% of the costs of the consultant.

9.9 The consultant's mandate is to include advising on which municipalities to include as Benchmark Communities.

9.10 For purposes of determining the UNA's payment obligation under the letter agreement between the UNA and UBC dated July 19, 2021, the amount by which the UBC Athletics Access Fee was reduced for the UNA's 2021/22 fiscal year is \$85,390.

10. GENERAL

10.1 Notwithstanding any other provision of this Schedule F, UBC is not required to provide information to the UNA to the extent that the provision of the information is prohibited by law.

10.2 For greater certainty, the dispute resolution procedure in the Agreement is available with respect to

- (a) any disagreement regarding the application of this Schedule, including any matter that requires the agreement of the parties, and

- (b) UBC's disagreement with a UNA proposal or position in a consultation referred to in section 6.1 or 6.2.

SCHEDULE G
UBC CULTURAL FACILITIES

1. DEFINITIONS

1.1 In this Schedule:

BBM means the Beaty Biodiversity Museum.

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

Garden means each of the UBC Botanical Garden and the Nitobe Memorial Garden.

MOA means the Museum of Anthropology.

UBC Garden means the UBC Botanical Garden.

UNA Card means the card issued by the UNA to Residents to enable them to receive free entry to certain facilities, discounts, and other benefits.

2. MUSEUM OF ANTHROPOLOGY

2.1 The MOA will provide holders of unexpired UNA Cards with

- (a) free access, and
- (b) a 10% discount at the MOA Shop.

2.2 The MOA will display signs at its entrance and by the cashier in the MOA Shop describing the benefits for holders of UNA Cards.

3. UBC BOTANICAL GARDEN AND NITOBE MEMORIAL GARDEN

1.1 Each Garden will provide holders of unexpired UNA Cards with free access.

3.1 The UBC Garden will provide holders of unexpired UNA Cards with a 10% discount at the Shop in the Garden and the Garden Centre.

1.2 Each Garden will display signs at its entrance and, in the case of the UBC Garden, by the cashier in the Shop in the Garden describing the benefits for holders of UNA Cards.

- 1.3 The UBC Garden will arrange for holders of unexpired UNA Cards to obtain
- (a) a 20% discount on the price of admission to the Greenheart TreeWalk, and
 - (b) an annual pass for the Greenheart TreeWalk for \$20.

- 1.4 For greater certainty, the price of admission to the Greenheart TreeWalk is the amount by which the price of admission (including UBC Garden access) exceeds the price of admission to the UBC Garden.

4. BEATY BIODIVERSITY MUSEUM

- 1.5 Effective from April 1, 2023, the BBM will provide holders of unexpired UNA Cards with

- (a) free access, and
- (b) a 10% discount at the BBM Gift Shop.

- 4.2 The BBM will display signs at its entrance and by the cashier in the BBM Shop describing the benefits for holders of UNA Cards.

5. UBC LIBRARY

- 5.1 On application for a Community Borrower card by a holder of an unexpired UNA Card who is not otherwise entitled to a UBC library card or to alumni borrowing privileges, the UBC Library will issue the Community Borrower card for no fee.

6. WEBSITES

- 6.1 The MOA, the Gardens, and the BBM will include information on their websites regarding the facility's benefits for holders of UNA Cards.

- 6.2 The UNA may include information on its website regarding the benefits described in this Schedule.

7. RESIDENTS CONTRIBUTIONS

- 1.6 As consideration for providing, or arranging for the provision of, the benefits described in this Schedule, UBC is entitled to withdraw the following amounts from the Neighbours Fund for each fiscal year of the UNA:

- (a) \$30,000 for the 2022/23 and 2023/24 fiscal years,
- (b) \$40,000 for the 2024/25 fiscal year, and

- (c) for each subsequent fiscal year, \$40,000 times the ratio of the average Consumer Price Index for the 12 months immediately preceding the fiscal year to the average Consumer Price Index for the 12 months immediately preceding the UNA's 2024/25 fiscal year.

7.1 UBC may make a withdrawal for a fiscal year at any time after July of that year.

SCHEDULE H
DESIGNATED BUILDINGS AND DB AGREEMENTS

- 1.1 This schedule is for the purpose of section 4.1 of the Agreement.
- 1.2 As of the date of the Agreement, the Designated Buildings and the date the DB Agreement in respect of each building was entered into are as follows:

Designated Building	Date of DB Agreement
Central, 6015 University Boulevard	June 24, 2021
Focal, 6111 University Boulevard	June 24, 2021

SCHEDULE I

MAP OF THE CAMPUS AND THE NEIGHBOURHOODS

