Office of the Parliamentarian | Bureau du parlementaire
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3600 McTavish St., Suite 1200, Montréal, QC, H3A 0G3
Located on Haudenosaunee and Anishinaabe, traditional territories

Notice of Motion Regarding the Proposed Bike Centre Facility

Whereas, McGill and the SSMU have jointly developed the proposal to convert the underutilized parking garage (SS2) of the University Centre into a Bike Centre;

Whereas, based on conceptual designs, the proposed Bike Centre will house 350 secure bike parking spaces, shower & locker facilities, the relocated bike collective (*The Flat Bike Collective*), and consolidated/renovated space for SSMU operations and clubs;

Whereas, 83% of the undergraduate student community has indicated a strong level of support in this project based on a 2016 plebiscite;

Whereas, the downtown campus has a severe shortage of bike parking infrastructure;

Whereas, a 2015 survey indicated that the lack of bike parking and the lack of shower/change facilities posed a barrier for cyclists in commuting to campus and the proposed Bike Centre is intended to decrease these barriers and increase the number of cyclists commuting to campus;

Whereas, the proposed Bike Centre is intended to reduce McGill's carbon emissions and is a key component of McGill's upcoming *2017-2020 Climate & Sustainability Action Plan* which seeks to move the campus towards carbon neutrality;

Whereas, the SSMU Legislative Council called for an investment to relocate *The Flat Bike Collective* to the University Centre basement and repurpose the space for bike storage in 2015;

Whereas, the SSMU executive partnered with the University to apply for Sustainability Projects Fund (SPF) in 2017, citing the project as being consistent with the SSMU Sustainability Policy and identifying it as a priority for the SSMU;

Whereas, the capital costs for the proposed Bike Centre, estimated to be $1.9M, would be provided by the University ($800,000), the SPF ($300,000) and the SSMU ($800,000);

Whereas, the University and SPF contributions are contingent on securing the SSMU contribution;

Whereas, the SSMU would finance their share of the capital costs through liberating the funds available in the Internally Restricted Endowment Fund (IREF) Fund;

Whereas, the IREF was identified by the SSMU executive as an underutilized and restrictive fund;

Whereas, the SSMU formally requested the University to access the entirety of the IREF fund for the purposes of providing capital funds for the proposed Bike Centre;

Whereas, the IREF is a University fund and is not considered as part of the SSMU's financial portfolio;

NOT APPROVED

Whereas, the SSMU's portion of capital funding for the proposed Bike Centre is to not exceed $800,000;

Whereas, any funds remaining in the IREF Fund upon liberating the funds for the proposed Bike Centre will remain in the fund for future use;

Whereas, the proposed Bike Centre must be coordinated with planned Deferred Maintenance work for the University Centre (the concrete slab parking slab and entry ramp for the garage) scheduled for Summer 2019 to be financially feasible;

Whereas, the proposed Bike Centre project will not proceed and committed funds from the University and SPF will be distributed elsewhere if this resolution is not passed and funding is not secured before the end of the 2017 calendar year;

Whereas, the capital costs for the proposed Bike Centre, estimated to be $1.9M, would be allocated as follows:

- Bike Parking Area $230k
- Entrance & Ramp $374k
- Shower & Lockers $372k
- SSMU Areas $630k
- Consolidation and improvement of spaces (481k)
- The Flat Bike Collective ($149k)
  - Various Infrastructure $120k
  - Modified Scope (2017) $170k
- 100 additional bike spaces
- Relocate garbage/waste infrastructure outside
- Inflation and contingency

Be it Resolved, that the SSMU Legislative Council recommend the General Assembly to approve via online ratification the attached Memorandum of Agreement (MOA), securing the IREF fund for the proposed Bike Centre project (contingent on finalizing the details of the Operating and Funding Agreement). Additionally, the SSMU Legislative Council mandates the SSMU Executive to complete the Operating and Funding Agreement with the University in good faith based on the principles outlined in the attached Appendix before December 31, 2017.

Be it Further Resolved, that SSMU Council approve the following question for Fall 2017 referendum period:

"Do you agree to using $800,000 of the Internally Restricted Endowment Fund (IREF) towards the creation of a bike centre in partnership with McGill University as outlined in Appendix A."

Submitted to Legislative Council, October 12th, 2017

NOT APPROVED

Moved by:
Isabella Anderson, Senate Caucus Representative
Melisa Demir, Law Representative
Corinne Bulger, Arts Representative

SSMU LEGISLATIVE COUNCIL / OCTOBER 12th, 2017
Notice of Motion Regarding the Proposed Bike Centre Facility
APPENDIX A – Memorandum of Agreement – McGill Bike Centre; SSMU Capital Financing

The following constitutes a Memorandum of Agreement, hereinafter referred to as the MOA between McGill University, hereinafter, referred to as the UNIVERSITY, 845 Sherbrooke St W, Montreal, QC H3A 0G4.

And,

The Students' Society of McGill University, hereinafter, referred to as the SOCIETY, 3600 rue McTavish, Suite 1200, Montreal, QC H3A 0G3.

Collectively hereinafter referred to as the "PARTIES")

This MOA sets the terms and understanding between the UNIVERSITY and SOCIETY to support and fund the construction of the McGill Bike Centre within the University Centre, hereinafter, referred to as the PROJECT, 3480 rue McTavish, SS1, Montreal QC H3A 0E7.

WHEREAS following years of consultation and discussion with the UNIVERSITY the SOCIETY has agreed to partner with the UNIVERSITY in the development and realization of the PROJECT which is more fully described as follows:

The PROJECT (17-010) converts the former parking garage of the University Centre (unused since the pedestrianization of McTavish in 2010) into a Bike Centre for the McGill community. Providing year-round, secure indoor bike storage along with locker & shower facilities which will encourage McGill students, staff & faculty to bike to campus. The PROJECT would decrease barriers that currently discourage community members from biking to campus and is a key action in McGill's Climate Action Plan to increase carbon neutrality. The PROJECT has been conceptualized and financed as a partnership between the UNIVERSITY and the SOCIETY to meet the needs of the McGill community.

Whereas, the PARTIES accept and agree that the involvement and financial contribution of the SOCIETY on the terms and condition hereafter agreed to in the PROJECT is a fundamental condition to the UNIVERSITY'S involvement in the PROJECT and without which the UNIVERSITY will not proceed with the realization of the PROJECT;

Whereas, to enable the SOCIETY to make its financial contribution to the PROJECT, the UNIVERSITY, as fund-holder, has agreed to allow the SOCIETY to access and use the funds currently held in #600498 Internally Restricted Endowment Fund (IREF);

NOT APPROVED

Whereas, the PROJECT is estimated to cost between $1.8-1.9 million, excluding taxes;

Whereas, the Sustainability Projects Fund (SPF) agrees to contribute $300,000 in funding towards the PROJECT, contingent on a funding commitment from the SOCIETY;

Whereas, the UNIVERSITY agrees to contribute $800,000 in funding towards the PROJECT, contingent on a funding commitment from the SOCIETY;

Whereas, the UNIVERSITY agrees that the maximum financial contribution of the SOCIETY to the PROJECT will be $800,000

Whereas, the UNIVERSITY agrees that it will be responsible for additional costs and expenses that are incurred for the realization of the PROJECT which exceed $1.9 million dollars, excluding taxes;

Whereas, it is intended that construction of the PROJECT will be completed in the calendar year of 2019;

WHEREFORE the UNIVERSITY and the SOCIETY agree as follows:

1. The preamble forms an integral part of this MOA.

2. WHEREAS the UNIVERSITY agrees to contribute $800,000 in funding towards the PROJECT, contingent on a funding commitment from the SOCIETY;

3. The UNIVERSITY agrees that the maximum financial contribution of the SOCIETY to the PROJECT will be $800,000 to which the SOCIETY irrevocably hereby commits.

4. The UNIVERSITY agrees that it will be responsible for additional costs and expenses that are incurred for the realization of the PROJECT which exceed $1.9 million dollars, excluding taxes.

5. The SOCIETY accepts and agrees to liberate irrevocably the IREF fund in its entirety, but not to exceed an amount of $800,000 for the cost and fees to be incurred in the development, construction and realization for the PROJECT.

6. The SOCIETY agrees that within fourteen days of the signature of this MOA the SOCIETY will advise the Deputy Provost (Student Life and Learning) to withdraw the IREF fund in its entirety, but not to exceed an amount of $800,000, to fulfill the SOCIETY'S financial commitment to the development, construction and realization for the PROJECT.

7. The withdrawn amount from the IREF fund will be transferred to a Spendable Income Account in the UNIVERSITY'S financial system.

NOT APPROVED

8. The PROJECT will be realized and managed exclusively by McGill's Facility Management & Ancillary Services (FMAS).

9. The SOCIETY, as a stakeholder in the PROJECT will be consulted at every stage of the full design process for the PROJECT.

10. The accounting for the SOCIETY'S financial contribution as the realization of the PROJECT progresses will be performed in accordance with the UNIVERSITY'S normal accounting procedures and practices for the payment of a UNIVERSITY project.

11. Further, to facilitate the PROJECT, the SOCIETY agrees to relocate, as part of the PROJECT,
its current refrigerated garbage/waste area to the exterior Parking Lot of the University Centre. The timing and details of this relocation shall be agreed to with FMAS.

12. The PARTIES agree that the operation of the McGill Bike Centre will only commence following an agreement between the PARTIES on the governance, financial and operational terms and conditions of the McGill Bike Centre.

13. Following the completion of the PROJECT, the UNIVERSITY, in accordance with its standard financial accounting and management procedures will perform a final reconciliation of the cost of the realization of the PROJECT in which any unused amount of the SOCIETY'S financial contribution which has been withdrawn from the IREF fund, will be returned to the IREF fund or deposited into an account which both PARTIES agree to.

14. The SOCIETY represents that it has the authority and capacity to enter into this MOA, and it has followed all its internal governance rules and procedures so that the terms in this MOA constitute obligations and undertakings of the SOCIETY that are, and will be enforceable in accordance with terms of this MOA.

15. This MOA shall become effective upon signature by the authorized officials from the SOCIETY and the UNIVERSITY and will remain in effect until modified or terminated by mutual consent.

16. This MOA will terminate on December 31, 2020.

NOT APPROVED

SSMU
per:

_____ _____
Muna Tojiboeva, President Ryan Hughes, General Manager

Dated at _____ on _____ 2017.

McGILL UNIVERSITY
per:

_____ _____
Ollivier Dyens, Deputy Provost SLL Robert Couvrette, AVP FMAS

Dated at _____ on _____ 2017.

NOT APPROVED

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APPENDIX B – Operating & Funding Model Principles

The following principles were developed in collaboration between McGill University and the SSMU Executive and should serve as the basis for any formalized Operating and Business Model agreement:

Funding Model

- Not for profit facility
- Capital Costs (estimated at $1.9M) will be provided through the following sources:
  - University $800,000
  - SSMU $800,000
  - SPF $300,000
- Administrative & Operating costs to be covered by member/user fees (fee amounts to be determined)
  - Seed loan to be provided by University for upfront costs (loan amount and payback to be determined)
  - Fees are intended to cover all (existing and projected) operating and equipment maintenance expenses.
  - Any deficits will be shared between University and SSMU
  - Member fees will be adjusted annually or as required
- Building maintenance costs to be covered by University
- Utility costs to be covered by SSMU
- The SSMU will be permitted to operate defined interior advertising space and directly retain any associated profits

Operating Model

- There will be different types of Memberships available
  - Bike Parking only
  - Shower facilities only
  - Bike & shower
- 1/3 of memberships will be reserved for staff and students respectively, the remaining third will be flexible according to demand
- Memberships will be restricted to current members of the McGill community
- The University will manage building maintenance, membership and card administration
- The SSMU will manage day-to-day operations, operating fund, security and cleaning contract
- Operated by joint steering committee with representatives from SSMU, The Flat, McGill's Office of Sustainability and McGill's Campus Planning & Development Office
- Access hours of the Bike Centre will reflect the hours of the University Centre

NOT APPROVED