

MEMORANDUM OF UNDERSTANDING CONCERNING THE POLYTECHNIC UNIVERSITY YELLOWKNIFE CAMPUS

BETWEEN:

Government of the Northwest Territories

AND:

Aurora College

AND:

City of Yellowknife

Each a "Party", and collectively referred to as the "Parties"

1. BACKGROUND

WHEREAS Aurora College is recognized as a public college in the Northwest Territories;

AND WHEREAS the Government of the Northwest Territories (GNWT) has committed to transforming Aurora College into a polytechnic university;

AND WHEREAS the GNWT has committed to exploring options for development of a new campus for the future polytechnic university in Yellowknife;

AND WHEREAS the GNWT and Aurora College are developing a Polytechnic University Facilities Master Plan that will outline a 20-year plan for the potential construction, enhancement and expansion of all polytechnic university facilities throughout the Northwest Territories;

AND WHEREAS the City of Yellowknife's University Feasibility and Benefits Study recognizes the economic and social benefits of a new polytechnic university campus in Yellowknife;

AND WHEREAS the City of Yellowknife is committed to collaborating with the GNWT and Aurora College to support the enhancement and expansion of polytechnic university facilities in Yellowknife by working together to transfer land to accommodate the expansion;

NOW THEREFOR the Parties agree to begin a process of establishing a polytechnic university campus in the City of Yellowknife.

2. GUIDING DOCUMENTS AND REPORTS

This Memorandum of Understanding (MOU) has been created within the framework and understanding of the following guiding documents and reports:

- Government Response to Findings and Recommendations of the Aurora College Foundational Review (October 2018).
- City of Yellowknife University Feasibility and Benefits Study (2019).
- Aurora College Transformation Implementation Plan (October 2020).
- Aurora College 3-Year Strategic Plan 2020-2023.
- City of Yellowknife Community Plan 2020 (By-law No. 5007).
- City of Yellowknife Zoning By-law No. 5045.
- City of Yellowknife Economic Development Strategy (2020-2024) and Implementation Plan.

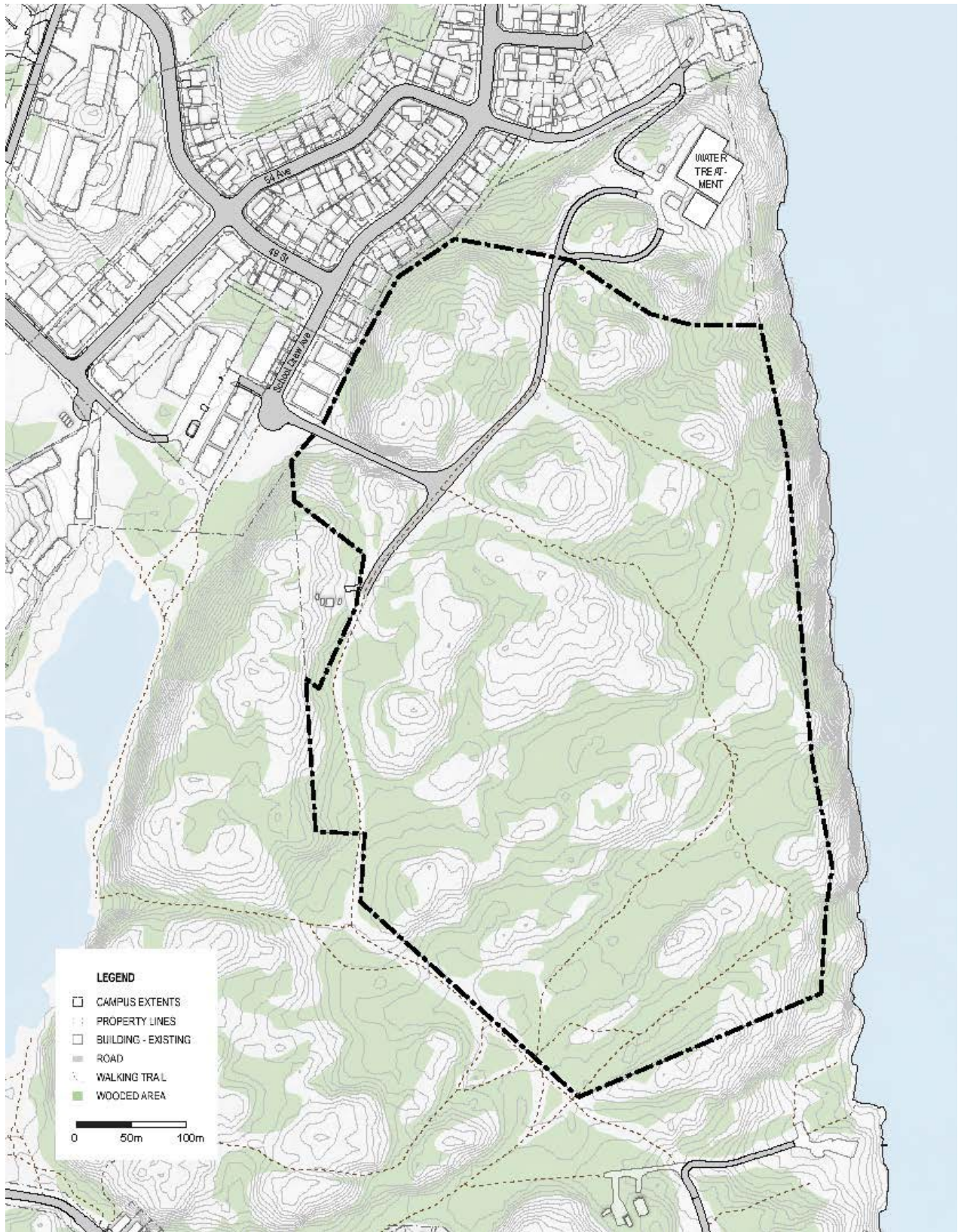
3. PURPOSE

The purpose of this MOU is to confirm the intended site of a polytechnic university campus in Yellowknife. This MOU will establish the respective roles of the GNWT, Aurora College and City of Yellowknife, and serve as the basis for the Parties to work cooperatively to transfer the site from the City of Yellowknife to the GNWT.

This MOU is not meant to imply the pre-approval by the City of Yellowknife, or any other approval authority, of any planning, environmental and development applications that may be required, or to fetter Council's decision-making role.

4. LOCATION

The Parties agree on their intention to take steps toward the Tin Can Hill site (the "Lands") becoming the future campus of a polytechnic university. The following is an approximate boundary for demonstration purposes and may not reflect the final boundary of the Lands.



5. GENERAL UNDERSTANDINGS

- (a) The City of Yellowknife is the registered owner of the Lands.
- (b) The GNWT wishes to acquire the Lands as described in Section 4 for use as a polytechnic university campus.
- (c) The Lands are currently designated “Downtown Central Residential” in the Community Plan and “Parks and Recreation” in the Zoning By-law.
- (d) The GNWT will be required to make application, in the manner prescribed in Zoning By-law No. 5045, to amend the zone of the Lands to facilitate a polytechnic university campus.
- (e) The City will begin the process of transferring the Lands upon request by GNWT.
- (f) The City of Yellowknife will not seek payment for the Lands under the understanding that the Lands are to be developed as a polytechnic university campus.
- (g) The City will not be responsible for the costs to acquire the Lands associated with a future polytechnic university, such costs including, but not limited to:
 - i. Land title fees;
 - ii. Survey costs;
 - iii. Peer review of technical reports (if necessary);
 - iv. Application fees; and
 - v. Permit Fees.
- (h) New development should complement the natural setting through the careful siting of buildings, protection of existing vegetation, provision of landscaping, and connections to a public trail system.
- (i) The GNWT and Aurora College will, through ongoing development of the Lands, seek to preserve and enhance the natural setting and support a safe and healthy community.
- (j) The GNWT and Aurora College will, through ongoing development of the Lands, strive to create opportunities for the surrounding community to access the Lands in a manner consistent with historic uses.

(k) The City of Yellowknife will continue to have unfettered access through the Lands to ensure continued access to the City's Water Treatment Plant which is located adjacent to the Lands.

(l) The parties will work together to complete the transfer of Lands by March 31, 2023.

6. COMMUNICATIONS

Communication protocols must ensure that any public communication/engagement and marketing initiatives adhere to the following general principles:

- i. The Parties shall work to ensure that residents of the City of Yellowknife:
 - a. are aware of the opportunity for educational advancement and economic benefits; and
 - b. understand how it will impact them and the community.
- ii. The Parties shall collaborate in the ongoing communication of updates regarding the future polytechnic university campus in Yellowknife.

7. CONFIDENTIALITY AND RECORDS MANAGEMENT

- (a) The Parties shall act in compliance with the *Access to Information and Protection of Privacy Act* in the Northwest Territories.
- (b) The Parties agree to respect the confidentiality of all information they may hear or receive.

8. OFFICIALS

- (a) Any notice to be given to the GNWT pursuant to this MOU will be addressed to:

Assistant Deputy Minister, Post-Secondary Education Renewal
Department of Education, Culture and employment
Government of the Northwest Territories
PO Box 1320, Yellowknife, NT, X1A 2L9

(b) Any notice to be given to Aurora College pursuant to this MOU will be addressed to:

President
Aurora College
PO Box 1290, 50 Conibear Crescent, Fort Smith, NT X0E 0P0

(c) Any notice to be given to the City of Yellowknife pursuant to this MOU will be addressed to:

City Manager
City of Yellowknife
PO Box 580, 4807 52 St, Yellowknife, NT X1A 2N4

9. DISCLAIMER

(a) This MOU is intended solely to clarify the nature of the relationship between the Parties. It is intended to be undertaken in good faith by both Parties and it is not intended to be legally binding on either Party.

(b) Nothing in this MOU shall be interpreted as creating a financial obligation.

10. EFFECTIVE DATE, MODIFICATION AND TERMINATION

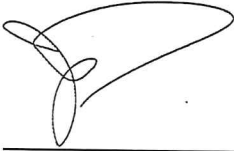
(a) This MOU comes into force when signed by all Parties and will terminate following the successful transfer of Lands as outlined in the MOU, unless terminated by either Party at an earlier date.

(b) Any Party may, by giving written notice to the other Parties, show its interest in seeking changes to this MOU.

(c) Any amendments to this MOU must be in writing and signed by the Parties.

(d) This MOU may be terminated for any reason by any one of the Parties upon sixty (60) day notice of termination having been made in writing to the other Parties, or at a time otherwise agreed upon by the Parties. Such termination will take effect on the expiry of the notice period.

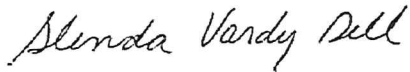
The Parties hereto have executed this MOU as of the date and year last signed below.



John MacDonald, Deputy Minister
Education, Culture and Employment
Government of the Northwest Territories

06-15-2022


Date



Glenda Vardy Dell, President
Aurora College

Jun 27, 2022

Date



Sheila Bassi-Kellett, City Manager
City of Yellowknife

June 27, 2022

Date