



LAND DEVELOPMENT PROTOCOL AGREEMENT 2006

BETWEEN

**GOVERNMENT OF YUKON as represented by
the Premier of the Government of Yukon ('Yukon')**

AND

**CITY OF WHITEHORSE as represented by
the Mayor of the City of Whitehorse ('City')**

(collectively the 'Parties').

WHEREAS:

- A. the Parties have a mutual interest in providing land development activities in a timely, efficient and economic manner within the boundaries of the City of Whitehorse;
- B. the Parties wish to develop and maintain a two year inventory of different types of lots;
- C. the Parties are in agreement that, when Yukon acts as a developer, lots will be developed on a cost recovery basis at development cost or at a value not to exceed market value;
- D. the Parties agree that the City has the authority to take a direct role in the planning required to determine the location and nature of future development of Territorial Crown land within its boundaries.

NOW THEREFORE the Parties have entered into this Protocol Agreement with the intention and desire to clarify their respective roles and responsibilities for land development to ensure greater public clarity and facilitate the orderly and efficient provision of land for development within the boundaries of the City of Whitehorse.

Purpose

1. The purpose of this Protocol Agreement ('Protocol') is to acknowledge the intent of the Parties to work together in the provision of land development within the City of Whitehorse. This Protocol is intended by the Parties to be a record of their respective expectations and is not intended to create or hinder any legally enforceable rights or obligations.

Scope

2. This Protocol is limited in scope to an understanding of the general nature of involvement of the Parties with respect to land development within the City of Whitehorse. For greater certainty, the actual scope of each development project, the specific services to be provided by the Parties and the relative financial contribution of each of the Parties will be set out in specific land development agreements which the Parties intend to negotiate and enter into at a date subsequent to this Protocol. Such land development agreements may be subject to further negotiations, funding appropriation and the seeking of all requisite approvals.

Responsibilities

City

3. The City will identify those areas within the boundaries of the City of Whitehorse which are designated for development within the City of Whitehorse Official Community Plan ('OCP') and provide a timetable for such development with the goal of maintaining a two year inventory of lots within the City of Whitehorse.
4. The City will undertake all planning, engineering and technical studies and complete legislated environmental assessment requirements prior to presenting a plan of subdivision for consideration by the City subdivision approval authorities.
5. The City will be responsible for conducting all public consultations in a manner consistent with those conducted by Yukon.
6. The City will negotiate and enter into land development agreements with Yukon, as determined necessary, on a case by case basis.
7. The City will work with Yukon to identify a clear public process for lot disposition including best efforts on the part of the City to assume the role of agent responsible for the counter sales of developed land within the City of Whitehorse.

Yukon

8. Yukon will work co-operatively with the City in identifying and providing available land for land development projects within the boundaries of the City of Whitehorse.
9. Yukon will negotiate and enter into land development agreements with the City on a case by case basis to undertake the design and construction of a land development project.
10. Yukon will work with the City to develop a process to sell raw land to private developers, on a case by case basis, if both parties agree and it's supported by the OCP.
11. Yukon will consult with the City before making decisions regarding the disposal of raw land within the City of Whitehorse to any party other than the City.
12. Yukon will work with the City to develop an alternate process which recognizes the City as the agent responsible for counter sales of developed land.
13. Yukon will be responsible for the disposition of developed land in a manner consistent with current practice until such time as an alternate process is agreed to by both parties.

Eligible Projects

13. This agreement applies to the provision of residential, commercial and industrial lots within the City of Whitehorse. Such lots may be fully or partially serviced depending on their location, intended purpose and respective needs.

Eligible Expenses

14. Subject to the Parties negotiating and entering into a specific a development agreement, expenses that are eligible for funding by Yukon will include:
 - (a) professional contracting services provided by engineers, land use planners, surveyors, economists, environmental scientists and other professionals or persons with technical skills;
 - (b) Environmental assessment project description and screening costs;
and

- (c) public consultation expenses including advertising (radio, newspaper, signage, banners, etc.); private facility rental fees for public consultation events, expenses for hiring of a meeting moderator or facilitator.

Expenses not eligible for Funding

15. Expenses not eligible for funding by Yukon are as follows:

- (a) costs associated with the preparation, consulting and adoption of the OCP;
- (b) costs associated with planning for areas not identified for land development in the OCP;
- (c) costs associated with the normal operations and maintenance of the City Planning and Development Services Department (space rental, equipment, communications, heating, electrical bills etc.);
- (d) costs associated with the City’s normal ongoing responsibilities for infrastructure planning, operations and maintenance and refurbishment; and
- (e) costs associated with the preparation of applications to external funding sources.

Representatives

16. The representatives of the Parties with respect to this Protocol and the negotiation of the land development agreements will be as follows:

For Yukon:

Director of Community Infrastructure Branch
Government of Yukon
Box 2703
Whitehorse, Yukon
Y1A 2C6

For City:

Director of Operations
City of Whitehorse
2121- 2nd Avenue
Whitehorse, Yukon
Y1A 1C2

Termination

17. This Protocol will remain in effect unless terminated by either of the Parties by providing to the other Party sixty (60) days notice in writing to be delivered by hand, facsimile or registered mail.

IN WITNESS WHEREOF the Parties have executed this Protocol Agreement by their duly authorized signatories on the dates noted below.

Government of Yukon

City of Whitehorse

Dennis Fentie
Premier, Yukon Government

Ernie Bourassa
Mayor, City of Whitehorse

date

date

Witness

Witness