

**MEMORANDUM OF UNDERSTANDING  
RESPECTING  
Discharge of Treated Sewage Effluent**

**Between**

**Parks Canada Agency (Kluane National Park and Reserve)**

(hereinafter referred to as "Parks Canada")

a body corporate established under section 3 of the *Parks Canada Agency Act*, S.C.  
1998 c. 31

**AND**

**The Champagne and Aishihik First Nations**

a self-governing First Nation with Traditional Territories in the Yukon Territory and  
northern British Columbia, Canada

(hereinafter referred to as "CAFN")

**AND**

**Village of Haines Junction**

a Municipality in the Yukon Territory which was incorporated in 1984 and was established  
in accordance with the Yukon Municipal Act

(hereinafter referred to as "The Village")

hereinafter collectively referred to as the "**Participants**" or individually as a  
"**Participant**"

**WHEREAS** the Participants share complementary priorities to work together as environmental stewards within their respective areas of responsibility;

**WHEREAS** Parks Canada is responsible for the management and protection of Kluane National Park and Reserve in accordance with the *National Parks Act* and in cooperation with CAFN and Kluane First Nation in accordance with their Final Agreements;

**WHEREAS** CAFN is a self-governing First Nation with management and co-management authority over all land and resources within the Traditional Territory as described in the CAFN Final- and Self Government Agreements;

**WHEREAS** the Village's mandate is to provide, within its jurisdiction, good government for its community and providing, within its jurisdiction, municipal services that a local government considers necessary or desirable for all or part of its community;

**WHEREAS** the Village is responsible for the maintenance of its water and wastewater treatment and disposal facility, in accordance with its water licence from the Yukon Territorial Water Board;

*Memorandum of Agreement Respecting Discharge of treated sewage effluent*

**WHEREAS** through ethical and strategic partnering arrangements, Parks Canada wishes to maintain the ecological integrity of Kluane National Park and Reserve;

**Now THEREFORE** the Participants intend to work cooperatively within and consistent with their respective mandates to minimize the impact of the discharge of treated sewage effluent from the Village's wastewater treatment facility into Kluane National Park and Reserve.

**THIS MEMORANDUM OF UNDERSTANDING THEREFORE ESTABLISHES** that the Participants express their intentions as follows:

## **1. Purpose**

- 1.1 The purpose of this Memorandum of Understanding (MOU) is to identify areas where the Participants can advance common objectives, achieve common goals, and recognize their cooperation publicly.
- 1.2 The intent of this MOU is to develop and strengthen the Participants' relationship over time and to work together in an open and transparent manner.

## **2. Areas of Mutual Interest for Cooperation**

- 2.1 The Participants express a desire to cooperate in the following areas of mutual interest that are within and consistent with their respective mandates:
- 2.2 The Participants express their desire to work together in the following subject areas:
  - Understanding of Haines Junction's wastewater treatment facility and its future upgrades.
  - Understanding of current and future water use by the community of Haines Junction.
  - Understanding of potential impacts on the Dezadeash wetlands and River to receiving discharges of treatment wastewater.
  - Understanding of the current and future Water License(s) and Adaptive Management Plan(s).

## **3. Activities Associated with Areas of Mutual Interest**

- 3.1 The Participants intend to cooperate through active communication and collaborative activities that may include, but are not limited to:
  - Collaborative discussion and planning on the timing and duration of discharges of treated wastewater from the Village wastewater treatment facility.
  - Collaborative discussion and planning regarding the collection of samples required leading up to, during and after an effluent discharge.
  - Ongoing and regular communication regarding the status of any upgrades to the wastewater treatment facility and the operation of the facility itself.

- Continued monitoring on the water quality in the Dezadeash River both up and downstream of the discharge point, pre- and post-discharge.
  - Seeking opportunities to conduct research and monitoring in the Dezadeash wetlands and river to better understand any potential impact of lagoon discharge events.
  - Collaborative discussion and review of the Adaptive Management Plan as requested by any participant.
  - Participation in an annual meeting between all Participants organized by the Village to review the year's activities and plans for the upcoming year, the Adaptive Management Plan, and this MOU.
  - Collaborative discussion on the planning for any amendment or renewal to the Water License.
- 3.2 Any detailed arrangements required for such activities will be jointly defined and agreed upon by the Participants as necessary. This includes but is not limited to:
- A commitment by the Participants to responsive communication.
  - Early engagement on activities listed in 3.1 such that enough time is built into the processes for meaningful review and discussion.
  - Timely application (prior to April 1 of each year) for the permits (Research Permit and Special Activity Permit) required for sampling in Kluane National Park and Reserve.
- 3.3 Where required, specific legal agreements will be negotiated jointly between the Participants to carry out activities associated with this MOU, which will address any issues respecting commitment of funds or other resources.

#### **4. Acknowledgement of Cooperation**

- 4.1 Each Participant understands and concurs that they will acknowledge each other through appropriate recognition of their cooperation under this MOU in a manner that is proportional to the relative contribution of each Participant.
- 4.2 Any communications, products or marketing material developed, referencing the cooperation under this MOU, must comply with each Participant's policies and guidelines on the use of their official trademarks and symbols, and will be mutually agreed upon by the Participants.
- 4.3 Each Participant understands and concurs that any recognition in respect of cooperation or activities under this MOU will not constitute or imply endorsement of each others' products or services.

#### **5. Independent Activities**

This MOU does not limit the Participants' autonomy within their respective operations, including the liberty of entering into other cooperative arrangements with other participants.

#### **6. Exchange of Information**

The Participants will endeavour to exchange information in respect of the cooperation and activities under this MOU, as appropriate, in accordance with the normal protocols of the respective Participants, the *Access to Information Act* and the *Privacy Act*. Points of contact for each Participant are as specified in this document. Specific legal agreements, concerning exchange of information protected by intellectual property will be entered into, in accordance with sub-clause 3.3 above, by the Participants at the initiation of any joint activities that might involve the exchange of information protected by intellectual property.

## **7. Financial Considerations**

- 7.1 Each Participant understands and concurs that there is no financial obligation to either Participant as a result of entering into this MOU.
- 7.2 Each Participant will be responsible for its own financial costs related to the support of this MOU.

## **8. Employees and Volunteers**

- 8.1 Each Participant understands and concurs that either of them may, from time to time, with mutual notice and consent, have employees and/or volunteers of the other Participant visit or work upon its premises, subject to internal security policies and procedures of each Participant.
- 8.2 In such cases, each Participant understands and concurs that such employees and/or volunteers will remain employees of their employer who will remain responsible for those employees and/or volunteers and their health and safety, (subject to the Canada Labour Code, should the visitors work upon PCA premises), for paying their salary, wages and other benefits, as well as for making such deductions and remittances from salary, wages and any other kind of pay as required at law.

## **9. Terms**

- 9.1 This MOU will come into effect upon the date of the last signature and will remain in effect for a period of three (3) years from this effective date and may be renewed for a further term or terms by mutual agreement. Prior to the end of the term of this MOU, at a mutually agreed-upon timeframe, the Participants will conduct a joint evaluation to inform future direction of the cooperation.
- 9.2 Annual review of this MOU will occur within the annual meetings described in 3.1 to ensure that Participants' respective and combined needs and longer-term goals are being met.
- 9.3 This MOU may be amended in writing at any time with the mutual consent of the Participants.

- 9.4 Any Participant may withdraw from the MOU at any time, upon presentation of ninety (90) days prior written notice.

## **10. Dispute Resolution**

In the event a Dispute arises in relation to this MOU, the Parties will attempt to reach resolution.

The Party who identified the Dispute shall provide written notice to the other Parties, describing the circumstances and issue to be resolved, and the Parties will exercise all reasonable efforts to resolve the Dispute amicably.

If the Parties cannot resolve a Dispute by mutual agreement within 14 days of notice of the Dispute, the Dispute may be referred, together with their recommendations, to the signatories of this agreement.

## **11. Language**

It is upon the express wish and concurrence of the Participants that this MOU is written in the English language.

## **12. Legal Disclaimer**

12.1 This MOU is not a contract and does not create any legally binding obligations between the Participants, but represents their desire to cooperate, collaborate and to exchange information and knowledge for the common good.

12.2 The Participants acknowledge that this MOU does not constitute an association for the purpose of establishing a legal partnership or joint venture and does not create an agency relationship between Parks Canada, the Village and CAFN and that it in no way implies any agreement or undertaking to conclude any subsequent agreement.

**13. Notice/Contact Information**

**Parks Canada**

**Name:** Linaya Workman  
**Title:** Site Manager, Kluane National Park and Reserve  
**Directorate:** Operations  
**Address:** 119 Logan Street, Box 5495, Haines Junction, Yukon Y0B 1L0  
**Tel.:** 867-634-2255 **E-mail:** [linaya.workman@pc.gc.ca](mailto:linaya.workman@pc.gc.ca);  
[kluresearch-klurecherche@pc.gc.ca](mailto:kluresearch-klurecherche@pc.gc.ca)

**CAFN**


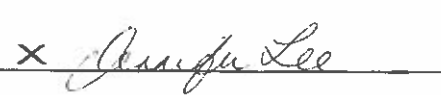
**Name:** Ray Gunness  
**Title:** Manager of Environment and Natural Resources  
**Address:** 1 Allen Place, Box 5310, Haines Junction, YT Y0B 1L0  
**Tel.:** 867-634-4200 ext. 217 **E-mail:** [rgunness@cafn.ca](mailto:rgunness@cafn.ca)


**The Village**

**Name:** Jerry Tracey  
**Title:** Public Works Manager  
**Address:** 178 Backe Street, Box 5339, Haines Junction, Yukon Y0B 1L0  
**Tel.:** 867-634-7100 ext. 104 **E-mail:** [pwmanager@hainesjunction.ca](mailto:pwmanager@hainesjunction.ca)

The Participants have executed this Memorandum of Understanding as attested by the signatures of their duly authorized representatives for such purposes.

This MOU may be signed in any number of original or counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument. A signature to this MOU transmitted electronically shall have the same authority, effect and enforceability as an original signature.

FOR Parks Canada		FOR CAFN	
			
<b>Name:</b>	John Haselmayer	<b>Name:</b>	Jennifer Lee
<b>Title:</b>	A/Field Unit Superintendent	<b>Title:</b>	Executive Director
<b>Date:</b>	Date of signature 2/5/2024	<b>Date:</b>	1/9/2024
<b>Location:</b>	Whitehorse, Yukon	<b>Location:</b>	Whitehorse, Yukon

FOR The Village	
	
<b>Name:</b>	David Fairbank
<b>Title:</b>	CAO
<b>Date:</b>	Date of signature
<b>Location:</b>	Haines Junction, Yukon