

MEMORANDUM OF UNDERSTANDING

Respecting the Initial Planning for the Protection of Chasàn Chuà/McIntyre Creek Area

THIS MEMORANDUM OF UNDERSTANDING is effective as of the date of the last signature.

BETWEEN:

The Government of Yukon as represented by the Department of Environment (hereinafter referred to as “YG”);

City of Whitehorse as represented by Planning and Sustainability Services, and Parks and Community Development (hereinafter referred to as “CoW”);

Kwanlin Dün First Nation as represented by the Department of Heritage, Lands and Resources (hereinafter referred to as “KDFN”);

Ta’an Kwäch’än Council as represented by the Department of Lands and Resources (hereinafter referred to as “TKC”); and

The Government of Canada as represented by Ministry of Environment and Climate Change for the purposes of the Parks Canada Agency (hereinafter referred to as “PCA”).

(hereinafter collectively referred to as “the Parties”)

1. PREAMBLE

1.1 WHEREAS Chasàn Chuà or the McIntyre Creek area has historical, cultural and academic importance. Protecting the Chasàn Chuà/McIntyre Creek area will help retain biodiversity by protecting important wildlife areas;

1.2 WHEREAS Indigenous people have lived and thrived in the Chasàn Chuà/McIntyre Creek watershed and the lands connected to it for millennia, and the area is within the Traditional Territories of KDFN and TKC;

1.3 WHEREAS the Parties share an interest in protecting the Chasàn Chuà/McIntyre Creek area;

1.4 WHEREAS the Parties recognize adjacent and overlapping planning tools, inclusive of local area planning and CoW planning and zoning;

- 1.5 WHEREAS the Parties recognize the importance of the Chasàn Chuà/McIntyre Creek area as a wildlife corridor and the significance of maintaining ecological integrity and connectivity in the Yukon;
- 1.6 WHEREAS the Parties recognize that the Chasàn Chuà/McIntyre Creek area holds significant cultural importance, is home to tangible and intangible heritage values, and hosts ongoing traditional activities;
- 1.7 WHEREAS Chasàn Chuà/McIntyre Creek area contains a number of development and land tenures including those focussed around copper and aggregates (i.e. Whitehorse Copper Belt) and other commercial and institutional land owners (e.g., Icy Waters and Yukon University);
- 1.8 WHEREAS Section 35 of the Constitution Act, 1982 recognizes and affirms the existing Aboriginal and treaty rights of the Aboriginal peoples of Canada;
- 1.9 WHEREAS the establishment of Chasàn Chuà/McIntyre Creek and surrounding lands as a protected area could support the Yukon's commitment under the Canada-Yukon Nature Agreement to increase the amount of conserved and protected lands and waters in the Yukon;
- 1.10 WHEREAS CoW committed to engaging with YG, TKC, KDFN and Yukon University to establish Chasàn Chuà/McIntyre Creek Park and complete a comprehensive management plan for the park in the Whitehorse 2040 Official Community Plan; and
- 1.11 WHEREAS YG committed to completing the establishment of Chasàn Chuà/McIntyre Creek Park, working with PCA, CoW, TKC, KDFN, Yukon University and local stakeholders, in the Minister of Environment's 2023 Mandate Letter.

Therefore, the Parties have reached the following understandings:

2. PURPOSE

- 2.1 This Memorandum of Understanding provides a collaborative framework for the Parties to recommend an instrument of protection, a governance model, and a protected area boundary for the Chasàn Chuà/McIntyre Creek area.

3. STEERING COMMITTEE

- 3.1 A Steering Committee will be established to fulfill the Memorandum of Understanding.
- 3.2 The Steering Committee shall include representation from each Party.

4. PLANNING AREA

4.1 The potential area for protection is outlined in the map attached as Appendix A. The area will be further explored during the planning process.

5. SCOPE

The Parties have reached the following understandings:

- 5.1 The Parties recognize the need for full and meaningful participation by all Parties.
- 5.2 The Parties commit to resourcing the necessary personnel to facilitate and guide the project, recognizing not all Parties have dedicated staff for this initiative.
- 5.3 The Parties may enter into subsequent agreements as required (e.g., contribution agreement).
- 5.4 The Parties may make additional staff and subject matter experts available to support the collaboration.
- 5.5 The Parties will consider and incorporate Traditional Knowledge into decision-making.
- 5.6 The Parties will identify and engage KDFN citizens and beneficiaries and TKC citizens.
- 5.7 The Parties will identify and engage potential partners and stakeholders, including, but not limited to, recreational groups such as the Whitehorse Cross-Country Ski Club, TransCanada Trail, Whitehorse Disc Golf Association and Klondike Snowmobile Association; environmental non-governmental organizations; and community associations.
- 5.8 When determining the possible scope of the potential protected areas, the Parties will consider adjacent local area planning (i.e. Fish Lake), and give consideration to coordinating amongst the processes.
- 5.9 The Parties will contemplate the vision and goals of protection of the Chasàn Chuà/McIntyre Creek area, which will help guide which instruments of protection may be used.
- 5.10 The Parties will consider the social, cultural, environmental and economic benefits and impacts of establishing permanent protection and provide recommendations for potential protected area designations.
- 5.11 The area of interest as identified in Appendix A is not firmly set but put forward as a basis to start discussion. Opportunities for expansion of the area to be protected may be considered.

- 5.12 Participation in this initiative by any of the Parties will be without prejudice to any future negotiations or discussions regarding the management of non-renewable resources on or under the land within the boundary of the study area.
- 5.13 The Parties recognize that there may be a need to provide opportunities for involvement by those with an interest in the project.
- 5.14 This initiative will take into account relevant provisions in the First Nation Final Agreements, including but not limited to Chapter 10: Special Management Areas.

6. TERM, TERMINATION AND AMENDMENT OF THE MEMORANDUM OF UNDERSTANDING


- 6.1 Unless the Parties intend to extend it, the Memorandum of Understanding shall remain in effect until March 31, 2026.
- 6.2 The Memorandum of Understanding may be amended by written confirmation of all the Parties.
- 6.3 Any Party may withdraw from the Memorandum of Understanding by providing the other Parties with thirty (30) days' written notice of withdrawal.

7. INTERPRETATION

- 7.1 This Memorandum of Understanding does not create an instrument to transfer funds. The Parties agree that contribution agreements may be required in addition to this Memorandum of Understanding.
- 7.2 This Memorandum of Understanding is not legally binding.
- 7.3 This Memorandum of Understanding does not create any new legal powers or duties, nor does it alter existing powers and duties, including those established by any federal, territorial, or local government legislation. The Parties do not relinquish any jurisdiction, right, power, privilege, prerogative, or immunity by virtue of the Memorandum of Understanding.
- 7.4 The Memorandum of Understanding does not, in any manner, alter the treaty rights of KDFN or TKC, including those in the Final and Self-Government Agreements.

To indicate their acceptance of the preceding, the Parties have caused this Memorandum to be signed below by their authorized representatives.

For Government of Yukon:



Sarah Chan
Director of the Canada-Yukon
Nature Agreement,
Environment Yukon
For Kwanlin Dün First Nation:

April 22, 2024

Date

For City of Whitehorse:




Mike Gau
Director of Development Services,
City of Whitehorse

April 19, 2024

Date

For Ta'an Kwäch'än Council:



Daniel Beaudoin
Director of Heritage, Lands and Resources,
Kwanlin Dün First Nation

April 19, 2024

Date



David Irvine
Manager of Lands and Resources,
Ta'an Kwäch'än Council

April 22, 2024

Date

For Parks Canada Agency:



Adriana Bacheschi
Director, National Parks Establishment,
Protected Areas Establishment Branch,
Parks Canada Agency

April 19, 2024

Date

Appendix – Map of Chasà Chuà/McIntyre Creek Planning Area

