

LEGISLATIVE RETURN

SUBMITTED BY: Hon. Cory Bellmore, Minister of Community Services

1. On December 15, 2025, Debra-Leigh Reti, Member for Vuntut Gwitchin
 - asked the following question during the Oral Question Period at page(s) [page numbers] of *Hansard*
 - submitted the following written question – WQ No. 1
 - gave notice of the following motion for the production of papers – MPP No. #

RE: Local service agreement with Vuntut Gwitchin First Nation

OR

2. This legislative return relates to a matter outstanding from discussion with [MLA] on [date] related to:
 - Bill No. # Second Reading Third Reading
 - Committee of the Whole: [Vote]
 - Motion No. # RE: [subject]
 - at page(s) [page numbers] of *Hansard*.

The response is as follows:

1. A copy of the most recent version of the local services agreement;
 - Attached is the most recent version of the trilateral agreement outlining the provision of trucked water and sewage education services in Old Crow.
2. The date the agreement was last updated;
 - The attached agreement was signed in 1993 and expired in 1995. Despite the lack of an active agreement, the Department of Community Services continues to honour the commitment to contribute 20% of the net operating deficit for trucked water and sewage education services in Old Crow.
3. Any assessment of analysis showing the costs of providing services in communities across the Yukon;
 - The Community Services department, through the Community Operations branch, delivers municipal services primarily to unincorporated Yukon communities, such as safe potable water, wastewater treatment, solid waste facilities, recycling initiatives and programs, street lighting, and mosquito control. The department also operates the Dawson City Wastewater treatment plant.
4. Any assessment of analysis showing the costs of providing services in Old Crow;
 - The 2024/25 Operations and Maintenance costs for Community Operations in Old Crow were:
 - Solid waste (including gasifier): \$403,330 * This includes a transfer payment agreement in place between the Government of Yukon and Vuntut Gwitchin First Nation for an attendant at the solid waste facility in Old Crow
 - Water treatment plant: \$73,656
 - Water delivery: \$109,550
 - Wastewater treatment: \$114,621
 - Streetlights & other: \$8,128
 - Additional supports include:
 - Raising of the berms around the lagoon for flood mitigation (\$227K), and
 - Commissioning a study that will consider alternative locations for a solid waste facility (\$122K), this study is currently underway.
5. Any documentation showing the standards of service the Government of Yukon is responsible for providing communities as it relates to municipal service delivery

23.03.2026
Date

Cory Bellmore
Signature

LEGISLATIVE RETURN

- The Community Operations branch is responsible for complying with the following authorizations, which include various environmental and/or public health standards and requirements:
 - the water licence required to operate the Old Crow municipal wastewater treatment facility,
 - the solid waste permit required to operate the Old Crow solid waste facility,
 - the permit to operate a large public drinking water system required to supply and deliver water from the Old Crow water treatment plant.
6. Any correspondence from Vuntut Gwitchin First Nation requesting an update to the local services agreement of an increase in funding to provide services.
- The commitment to re-negotiate a new local services agreement is outlined in the government-to-government accord on shared priorities. The accord is a bilateral agreement that identifies matters of mutual interest and will serve as a guiding document to inform discussions related to developing a long-term plan for the provision of local services. The department is prepared to co-draft agreements regarding the provision of services for which the Community Operations branch is responsible in Old Crow (solid waste, water supply, water delivery, wastewater treatment and street lighting) and to clarify funding allocation and responsibilities.

23.03.2026
Date

J. Bellman
Signature

THIS AGREEMENT bearing formal date the 01 day of April, 1993.

BETWEEN:

THE GOVERNMENT OF YUKON, as represented by the
Minister of Community and Transportation Services,
(hereinafter referred to as "Yukon"),

OF THE FIRST PART

AND:

VUNTUT GWITCHIN FIRST NATION, as represented by the Chief
(hereinafter referred to as the "First Nation"),

OF THE SECOND PART

AND:

HER MAJESTY THE QUEEN IN THE RIGHT OF CANADA, as
represented by the Regional Director, Yukon Region,
Indian and Inuit Affairs Program, on behalf of
the Minister of Indian and Northern Affairs,
(hereinafter referred to as "Her Majesty"),

OF THE THIRD PART

WHEREAS:

A

1. It is the common desire of all parties of this agreement to provide trucked water and sewage education services (hereinafter referred to as the "Services") to the community of Old Crow, in the Yukon Territory;
2. Yukon has agreed to provide the Services and to assume partial financial responsibility for the same, in association with the First Nation;
3. The First Nation has agreed to assume partial financial responsibility for provision of the Services, in association with Yukon;
4. Pursuant to a Master Funding Arrangement entered into between Her Majesty and the First Nation, Her Majesty has agreed to participate in this Agreement to expedite and assist the First Nation in the performance of its obligations pursuant to this Agreement.

NOW THEREFORE IN CONSIDERATION of the mutual covenants hereinafter contained, the parties do hereby agree as follows:

B

1. This Agreement be in place for a term of 24 months, commencing the 1st day of April 1993, and terminating the 31st day of March 1995;
2. The parties hereby mutually agree as follows:
 - i) Yukon shall audit and account to the other parties in respect of the cost of the provision of the Services (hereinafter referred to as the "Operating Costs") in each Operating Year, being each period April 1 to March 31 falling within the term of this Agreement;
 - ii) The costs of the provision of the Services shall be borne in part by the levying of user fees of an amount to be determined from time to time by the Commissioner in Executive Council of Yukon (the aggregate of such user fees collected being hereinafter referred to as "User Revenue") in consultation with the First Nation.
 - iii) The difference between the Operating Costs (as defined in B 2i) and the User Revenue (hereinafter referred to as the "Deficit"), in the first Operating Year as determined by Yukon, shall be borne by Yukon and the First Nation in the following proportions:

First Nation	- 80% Deficit
Yukon	- 20% Deficit

Proportional responsibilities in the second and subsequent Operating Years shall be in accordance with the above formula or as otherwise agreed upon by the parties.
 - iv) Appendix A, the payment schedule, is attached to, and forms part of, this agreement.

- v) Terms and conditions of this agreement may be altered with the written consent of all signatories.
 - vi) AFTER MARCH 31, 1995 this agreement may be extended for further terms of one year upon exchange of letters of agreement between the signatories.
3. Yukon covenants to:
- i) Provide the Services in accordance with this Agreement in such particular manner as Yukon may deem appropriate;
 - ii) Bill and collect the user fees from the recipients of the water and sewer services at the approved rate from all government users, non-First Nation institutional users and commercial users.
 - iii) Provide to the Band and Her Majesty by June 01 of the second and subsequent operating years, the actual water and sewer expenses of the previous year. These costs, after deducting the user fees, will be used to calculate the First Nation's actual share of the water and sewer deficit. This amount shall be reconciled to the \$100,000 remitted by the First Nation by quarterly installments of \$25,000.00 each the previous year. Any surplus shall be deducted from the \$25,000 payment due July 01, or any shortfall shall be added to the July 01, \$25,000 payment.
 - iv) Purchase a new sewage education truck in 1993.
 - v) Store, operate, and maintain the water truck to be purchased by the First Nation in 1993. Any costs associated with the storage, operation, and maintenance will be considered as part of the operating expenses for the purpose of determining the operating deficit for that year.
4. The First Nation covenants to:
- i) In the first year, pay to the Yukon quarterly payments of \$25,000 each, within 60 days of the first day of each quarter (April 01, July 01, October 01, January 01).

In the subsequent years, the first, third and fourth payments of each year shall be also \$25,000 (April 01, October 01, January 01). The second payment (July 01) of the subsequent years shall be \$25,000 adjusted by the shortfall or surplus from the previous year. This shortfall or surplus shall be calculated using the actual operating costs, minus the user fees and comparing 80% of this total (the First Nation's share) to the \$100,000 the First Nation paid by installments the previous year (see Appendix A).
 - ii) Collect and remit to Yukon all residential user fees and user fees of First Nation institutional buildings. For the collection of the user fees the First Nation will be paid an administration fee per month which will be part of the operating costs. This fee will be agreed between the parties at the start of each operating year.
 - iii) Purchase a water truck in 1993 that meets the YTG specifications and allow YTG to operate it at no cost for the provision of water delivery services in Old Crow during the length of this agreement and subsequent extensions.
5. Her Majesty covenants to:
- i) Provide to the First Nation such monies in an amount payable to the First Nation consistent with any sums payable by the First Nation to Yukon in accordance with subparagraph 4 i);
 - ii) It is agreed and understood that in the event the \$100,000 (paid in quarterly installments) exceeds the actual Deficit in any Operating Year, such surplus shall be credited to the subsequent year's second quarter (July 01) payment.
 - iii) Where the actual Deficit exceeds \$100,000 (paid in quarterly installments), Her Majesty the Queen will provide such monies to meet such deficiency and such monies shall be immediately due and payable to the First Nation, in order for the First Nation to pay those monies to Yukon as an increment to the \$25,000 second quarter (July 01) payment.
 - iv) Provide the First Nation with sufficient funds to purchase a water truck meeting YTG specifications in 1993.
 - v) Upon payment of funds in a timely manner for the above-noted purposes, Her Majesty the Queen is absolved from any obligation to the First Nation under this Agreement;

vi) All payments to the First Nation are to be made only where funding is made available by Parliament of Canada.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Sophie B. Partridge
Witness

GOVERNMENT OF YUKON

Per:

[Signature]
Minister of Community and Transportation Services

SIGNED, SEALED AND DELIVERED in the presence of:

Meryl Sans
Witness

VUNTUT GWITCHIN FIRST NATION

Per:

[Signature]
Chief

SIGNED, SEALED AND DELIVERED in the presence of:

[Signature]
Witness

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Per:

[Signature]
Regional Director, Yukon Region Indian and Inuit Affairs Program

APPENDIX A
PAYMENT SCHEDULE

1993	April 01	\$25,000.00
	July 01	25,000.00
	October 01	25,000.00
	January 01/94	25,000.00
1994	April 01	\$25,000.00
	*July 01	Reconciliation
	October 01	25,000.00
	January 01/95	25,000.00

* The July 01 payments in 1993 and 1994 will be \$25,000 plus (+) or minus (-) any surplus or shortfall that results from reconciling the quarterly payments of the previous year with the First Nation's share (80%) of the actual water and sewer operating costs after deducting the user fees collected.

Payment by the First Nation will be due within sixty (60) days of the first day of that quarter (April 01, July 01, October 01 and January 01).

023-06-1992-93

File Reference - N° de réf. du dossier

BAND COUNCIL RESOLUTION
RÉSOLUTION DE CONSEIL DE BANDE

NOTE: The words "From our Band Funds" "Capital" or "Revenue", which ever is the case, must appear in all resolutions requesting expenditures from Band Funds.
 NOTA: Les mots "des fonds de notre bande" "Capital" ou "revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à même les fonds des bandes

THE COUNCIL OF THE Vuntut Gwitchin Tribal Council LE CONSEIL DE LA BANDE INDIENNE		Current Capital Balance Solde de capital	\$ _____
AGENCY	Yukon Region	Committed - Engagé	\$ _____
DISTRICT	Yukon	Current Revenue balance Solde de revenu	\$ _____
PROVINCE	Old Crow	Committed - Engagé	\$ _____
PLACE NOM DE L'ENDROIT			
DATE	<u>03</u> <u>June</u> AD 19 <u>93</u> DAY - JOUR MONTH - MOIS YEAR - ANNÉE		

DO HEREBY RESOLVE;
 DÉCIDE, PAR LES PRÉSENTES:

Whereas the Yukon Government will undertake to tender the two trucks, sewer eduction and water trucks, perform the predeliveries tests and deliver the trucks to Old Crow;

Therefore be it resolved that the Vuntut Gwitchin Tribal Council will reimburse Yukon Territorial Government for the cost of purchasing and delivering the water truck to a maximum of \$125,000.



A quorum for this Bande
 Pour cette bande le quorum est

consists of 3
 fixé à

Council Members
 Membres du Conseil

Robert Burge
 (Chief - Chef)

Brenda Judd
 (Councillor - conseiller)

Barbara Bouchard
 (Councillor - conseiller)

W. Kasse
 (Councillor - conseiller)

.....
 (Councillor - conseiller)

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 (Councillor - conseiller)

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 (Councillor - conseiller)

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 (Councillor - conseiller)

FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE					
1. Band Fund Code Code du compte de bande	2. COMPUTER BALANCES - SOLDES D'ORDINATEUR		3. Expenditure Dépenses	4. Authority - Autorité Indian Act Sec Art. de la Loi sur les Indiens	5. Source of Funds Source des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue Revenu
	A. Capital	B. Revenue - Revenu			
	\$ _____	\$ _____	\$ _____		
6. Recommended - Recommandable			Approved - Approuvable		
Date	Recommending Officer - Reconnu par		Date	Approving Officer - Approuvé par	