

Rural Municipality of Loon Lake No. 561

Bylaw No. 02-2024

A Bylaw to Provide for the Rural Municipality of Loon Lake NO. 561 to Enter into an Agreement to Transfer Provincial Roads and Undeveloped Road Allowances

The Council of the Rural Municipality of Loon Lake No. 561, in the Province of Saskatchewan, enacts as follows:

1. The Bylaw shall be referred to as the Agreement to Transfer Provincial Roads and Undeveloped Road Allowances Bylaw.
2. The Rural Municipality of Loon Lake No. 561 is hereby authorized to enter into an agreement with the Government of Canada, The Government of Saskatchewan and the Makwa Sahgaiehcan First Nation for the purposes stated within the agreement.
3. The agreement is attached hereto and forms a part of this bylaw and identified as "Exhibit A".
4. The Reeve and Administrator are hereby authorized to sign and execute the agreement described as "Exhibit A"
5. Bylaw No. 09-2021 is hereby repealed.


Reeve




Administrator

Read a first time on 14th day of August, 2024

Read a second time on 14th day of August, 2024

Read a third time on 14th day of August, 2024

Certified a True Copy of BYLAW
 Bylaw 02-2024
 Passed by the RM Council on
 August 14, 2024


Administrator



SIGNED BY: L Hill

SIGNATURE: 

**AGREEMENT TO TRANSFER PROVINCIAL ROADS
AND UNDEVELOPED ROAD ALLOWANCES**

11-Jul-2024

THIS AGREEMENT made this 26 day of JUNE, 2024.

AMONG:

HIS MAJESTY THE KING IN RIGHT OF CANADA, as represented by the
Minister of Indigenous Services

(herein "Canada")

AND:

THE GOVERNMENT OF SASKATCHEWAN, as represented by the Minister
of Highways

(herein "Saskatchewan")

AND:

THE MAKWA SAHGAIEHCAN FIRST NATION, as represented by its Chief
and Councillors

(herein "the First Nation")

AND:

THE RURAL MUNICIPALITY OF LOON LAKE NO. 561, as represented by
its Reeve and Administrator

(herein "the Municipality")

WHEREAS:

- A. The land referred to in Schedule "A" attached (herein "the Land") has been, or is to be, set apart by Canada as a Reserve for the use and benefit of the First Nation.
- B. The First Nation wishes to acquire and to have set apart by Canada as a Reserve or Reserves for its use and benefit, the land referred to in Schedule "B" attached (herein the "Schedule "B" Land") and which are bounded on both sides by the Land.

THE PARTIES AGREE AS FOLLOWS:

1. In this Agreement:
 - a. **"Additions to Reserve Policy"** means, unless a contrary indication is evidenced, Canada's "Additions to Reserve/Reserve Creation Policy" in effect as at the Execution Date;
 - b. **"Execution Date"** means the later of the dates upon which Canada, Saskatchewan, the Municipality and the First Nation have executed this Agreement;
 - c. **"Improvements"** means all buildings or structures erected or placed on, over or under land and, unless otherwise expressly provided herein, includes, without limitation, anything affixed to or incorporated herein, the plant and equipment of any oil or gas well or mine, any pipeline on or under land, fencing, and dugouts or other alterations to land designed to facilitate the collection and retention of water;
 - d. **"Provincial Road"** means a road, street, lane, alley, trail or path other than a divided or paved Provincial Highway, the title to which is vested in Her Majesty the Queen in Right of Saskatchewan or which has been set aside for such purposes under *The North-West Territories Act*, RSC 1886, c 50, or any statute of the Province of Saskatchewan, and includes a bridge, culvert, drain or public improvement erected upon or in connection with the same and which is intended for or used by the general public for the passage of vehicles;
 - e. **"Reserve"** shall have the same meaning as is ascribed to it in the *Indian Act*, RSC 1985, c I-5, as amended (herein "**the Indian Act**"); and
 - f. **"Undeveloped road allowance"** means a road allowance upon which no highway, road, street, lane, trail, path or alley has ever been constructed or, if constructed, is no longer being maintained in a condition for use by, or is being used by, the general public for that purpose.

TRANSFER TO CANADA

2. Saskatchewan agrees, subject to the terms of this Agreement and effective on the date the Land described in Schedule "A" has or is to receive Reserve status, to transfer to Canada the administration and control of the Schedule "B" Land to be set apart as Reserve for the use and benefit of the First Nation.
3. Upon receipt of the provincial transfer of the Schedule "B" Land, Canada agrees to recommend to the Minister of Crown-Indigenous Relations that the Minister of

Crown-Indigenous Relations issue a Ministerial Order setting apart the Schedule "B" Land as a Reserve for the use and benefit of the First Nation.

4. Canada, Saskatchewan and the First Nation agree that the Schedule "B" Land is being transferred subject to all of the conditions of this Agreement.
5. The Municipality hereby consents to the transfer of the Schedule "B" Land by Saskatchewan to Canada.
6. Saskatchewan shall deliver to Canada any and all further documents that may be necessary in order to give effect to the transfer of the Schedule "B" Land to Canada.
7. The setting apart as a Reserve of the Schedule "B" Land shall be subject to the following:
 - a. Subject to Clause 7.b., and before the Schedule "B" Land is transferred from Saskatchewan to Canada, the First Nation shall comply with the provisions of Canada's Additions to Reserve Policy.
 - b. If an adverse environmental condition affecting the Schedule "B" Land is identified by Canada or the First Nation, and the condition is determined as resulting from actions or omissions for which Saskatchewan or the affected Municipality (or both) bears responsibility, then the party responsible may retain the Schedule "B" Land or shall be responsible for any remediation of the adverse environmental condition prior to transferring the Schedule "B" Land to Canada. If the parties cannot agree to responsibility, Saskatchewan will decide whether to transfer and remediate or retain the Schedule "B" Land.
 - c. Canada, Saskatchewan, the Municipality and the First Nation agree that the sewage lagoon as identified in the Schedule "B" Land is included and accepted as part of this Agreement and is expressly exempt from the definition of adverse environmental condition as outlined in Clause 7 and Clause 13 of this Agreement.
 - d. Canada and the First Nation acknowledges that they are very familiar with the history and prior use of the Schedule "B" Land and:
 - i. accepts the Schedule "B" Land in the condition that it is in at the date this Agreement is signed;
 - ii. agrees that Saskatchewan and the Municipality do not warrant or represent the condition of the Schedule "B" Land or its suitability for Canada and the First Nations' intended use or any other use or activity; and,

CERTIFIED TRUE COPY
SIGNED BY: L. Hill

SIGNATURE: 

DATE: 11-JUL-2024

- iii. agrees that Saskatchewan and the Municipality has no responsibility to Canada or the First Nation as to the suitability, use or condition of the Schedule "B" Land.
- e. Notwithstanding Clause 7.b., if actions or omissions which contributed, either directly or indirectly, to the adverse environmental condition with respect to the Schedule "B" Land are attributable to Canada or the First Nation prior to the Schedule "B" Land being set apart as a Reserve, then Canada or the First Nation (or both) shall pay for or contribute to the cost of remediation of such adverse environmental condition in such proportion as between them is reasonable in the circumstances.
8. The First Nation shall register any documents in the Provincial Land Titles system or otherwise as required to convey the Schedule "B" Land to Canada. The First Nation shall pay any costs associated the transfer and registration.
9. Canada further agrees that forthwith upon the Schedule "B" Land being set apart as a Reserve or Reserves, Canada will authorize the granting of any replacement utility agreements required by Saskatchewan, including interests that are required therein pursuant to section 7 of the *Addition of Lands to Reserves and Reserve Creation Act* or an operational Land Code and will issue any permits that are required under section 28(2) of the *Indian Act*, or an operational Land Code, all in the form(s) set out in the "Additions to Reserve Surrender and Replacement Agreements Process", and the First Nation hereby consents to the granting of such interests and the issuing of such permits.
10. The parties agree that following the transfer of the Schedule "B" Land to Canada, these lands shall not be a public highway for which Saskatchewan or the Municipality has any responsibility whether under this Agreement, legislation or otherwise.
11. Canada and the First Nation agree that the Schedule "B" Land is being transferred subject to the conditions set out in the attached Schedule "C" respecting access to legal survey mounds, landmarks, posts or monuments for the purpose of preservation and maintenance thereof.

RETURN OF THE SCHEDULE "B" LAND TO SASKATCHEWAN

12. Any of the Schedule "B" Land contemplated in this Agreement that is transferred to Canada for the use and benefit of the First Nation shall, at Saskatchewan's request, be considered for return to Saskatchewan by the First Nation pursuant to section 35 of the *Indian Act*, if applicable. Saskatchewan's request for the return of an Undeveloped road allowance shall be communicated by letter delivered to Canada with a copy delivered to the First Nation. Saskatchewan's letter shall state the purpose for which the Schedule "B" Land is required. The First Nation agrees to consider the transfer of either the Schedule "B" Land or the necessary interest in the Schedule "B" Land to Saskatchewan as required.

13. If at the time of the request pursuant to Clause 12, there are Improvements on the Schedule "B" Land which cannot be easily relocated, the First Nation agrees alternate land suitable for the requirements of Saskatchewan and the Municipality shall be considered by the First Nation for transfer to Saskatchewan. If a land transfer is agreed to by the First Nation, that land or the necessary interest in that land will be transferred to Saskatchewan, with compensation at fair market value. The First Nation shall allow access to their lands for the purpose of surveying the alternate land.
14. When a permit or an easement pursuant to sections 28 and 35 of the *Indian Act*, or pursuant to an applicable Land Code, is necessary for Saskatchewan to exercise any of its rights pursuant to this Agreement, such permit or easement shall follow the agreed upon "Additions to Reserve Surrender and Replacement Agreements Process" unless otherwise agreed between the First Nation and Saskatchewan.
15. Canada and the First Nation shall provide Saskatchewan and the Municipality with a reasonable opportunity to determine the environmental condition of any the Schedule "B" Land of which Saskatchewan requests the return pursuant to Clause 12, or of any alternate land provided pursuant to Clause 13.
16. If an adverse environmental condition is identified by Saskatchewan affecting the Schedule "B" Lands to be returned to Saskatchewan pursuant to Clause 12, and the condition is attributable to any actions or omissions on the part of any party to this Agreement, then that party shall be responsible for the cost of remediation of the adverse environmental condition. If the condition is attributable to the actions or omissions of more than one party to this Agreement, then those parties shall be responsible for the cost of any remediation of the adverse environmental condition in such proportion as is reasonable in the circumstances.
17. The parties agree that disputes over:
- a. Improvements upon the Schedule "B" Land and whether they can be easily moved; and
 - b. responsibility for adverse environmental conditions and suitable alternate land described in Clause 13;

may be submitted to arbitration in accordance with *The Arbitration Act, 1992*, SS 1992, c A-24.1 if all affected parties agree. In the absence of an agreement to arbitrate, any party may submit the dispute to the Court of Queen's Bench for Saskatchewan.

GENERAL

18. This Agreement shall inure to the benefit of and be binding upon Canada, Saskatchewan, the First Nation and the Municipality and their respective heirs, successors and assigns.
19. Any notices required to be served pursuant to the terms of this Agreement shall be delivered to the following addresses, or such other address as each party may advise by notice from time to time:

For Canada:
Director of Lands and Economic Development
Indigenous Service Canada
1827 ALBERT ST
REGINA SK S4P 2S9

For Saskatchewan:
Director, Land
Ministry of Highways
221 Winnipeg Street North
REGINA SK S4R 8T6

For the Makwa Sahgaiehcan First Nation:
Chief and Council
P.O. Box 340
LOON LAKE SK S0M 1L0

With cc to: Crystal Fafard cfafard@mauricelaw.com

For the RM of LOON LAKE NO. 561:
Reeve and Administrator
RM of Loon Lake No. 561
P.O. Box 40
LOON LAKE SK S0M 1L0
20. Each party to this Agreement shall pay all costs and expenses reasonably associated with the performance of that party's obligations pursuant to this Agreement, unless otherwise specifically stated.
21. Nothing in this Agreement is intended to confirm, deny, limit, enlarge or otherwise affect any existing aboriginal or treaty rights or to be used as an interpretive aid to determine such rights.

CERTIFIED TRUE COPY
SIGNED BY: L. HILL

SIGNATURE: 

DATE: 11-JUL-2024

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date and year first above written.

(Remainder of page intentionally left blank)

CERTIFIED TRUE COPY
SIGNED BY: L. HILL

SIGNATURE: [Signature]

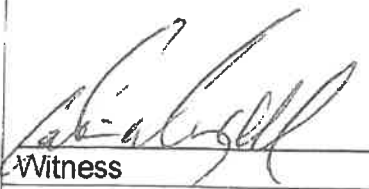

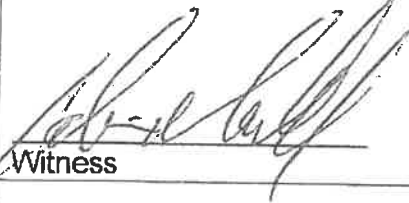
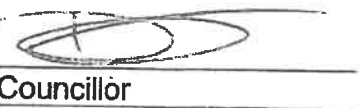
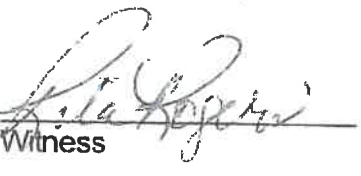

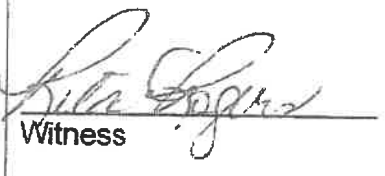

DATE: 11 JUL - 2024

		Date
SIGNED BY: <u>[Signature]</u>	HIS MAJESTY THE KING IN RIGHT OF CANADA , as represented by the Minister of Indigenous Services Director, Lands and Economic Development Per: <u>SHERRY DANIELS</u> For and on behalf of the Minister <u>Lisa Kurnak for S. Daniels</u>	<u>06/28/24</u> M/D/Y
<u>[Signature]</u> Witness	The Government of Saskatchewan <u>[Signature]</u> Minister of Highways Executive Director	<u>04/13/2023</u> M/D/Y
<u>[Signature]</u> Witness	The Makwa Sahgaiehcan First Nation <u>[Signature]</u> Chief	<u>12/23/2022</u> M/D/Y
<u>[Signature]</u> Witness	<u>[Signature]</u> Councillor	<u>12/23/2022</u> M/D/Y
<u>[Signature]</u> Witness	<u>[Signature]</u> Councillor	<u>12-23-2022</u> M/D/Y

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SIGNED BY: L. Hill

SIGNATURE: 

DATE: 11-JUL-2024

 Witness	 Councillor	<u>12/23/22</u> M/D/Y
 Witness	 Councillor	<u>12/23/22</u> M/D/Y
_____ Witness	_____ Councillor	_____ M/D/Y
The Rural Municipality of Loon Lake No.561		
 Witness	 Reeve	<u>January 20, 23</u> M/D/Y
 Witness	 Administrator	<u>January 20, 23</u> M/D/Y

CERTIFIED TRUE COPY

SIGNED BY: L. HILL

SIGNATURE: 

DATE: 11-JUL-2024.

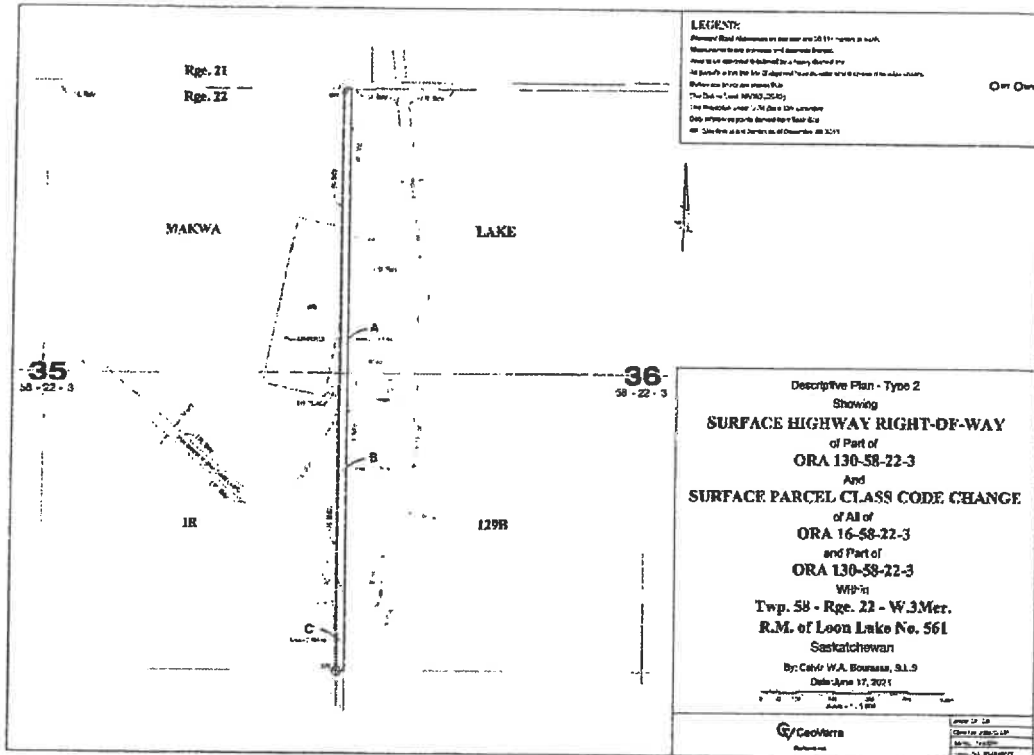
Schedule "A"

The following Land, which is adjacent to the Schedule "B" Land, has been or is to be set apart by Canada as a Reserve:

- Makwa Sahgaiehcan Indian Reserve No. 129 B
 - Sections 35 and 36 in Twp 58-Rge 22 W3 Mrd

Schedule "B"

- All that portion of Original Undeveloped road allowance lying adjacent to and East of the NE 35 & SE 35-58-22-W3M and North of the north-easterly limit of Highway No. 26, Registered Plan 68B05679 as shown and identified as Parcels A and B on the attached Plan of Proposed Road Closure.
- The sewage lagoon is identified on the map below as 306,309 Plan 2248R RSS and associated works.



**PRESERVATION, MAINTENANCE AND ACCESS TO LEGAL SURVEY
LANDMARKS, POSTS OR MONUMENTS**

1. Any term that is used in this schedule that is defined in *The Land Surveys Act, 2000*, SS 2000, c L-4.1 shall have the same meaning as is ascribed to it in that Act.
2. The First Nation agrees that neither it nor any agent, servant or employee of the First Nation shall knowingly or willfully deface, alter or remove any mound or landmark, post or monument heretofore placed by a Saskatchewan or Dominion land surveyor to mark any limit or boundary of a township, section, road or other legal subdivision of land in Saskatchewan that may be situated within, upon or adjacent to any of the Undeveloped road allowances set aside as a Reserve or Reserves for the use and benefit of the band and that is or may be required in connection with the system of provincial land surveys and the Band further agrees that it will not authorize any of its Band members to deface, alter or remove any of the mounds, landmarks, post or monuments.
3. The First Nation further agrees that it will provide access to the mounds, landmarks, posts and monuments to any Saskatchewan land surveyor at any reasonable time in connection with their duties as a Saskatchewan land surveyor provided that the surveyor first notifies the Chief or, in the absence of the Chief, a councilor of the Band of their intention to enter upon the Reserve at least 48 hours prior to the time that the surveyor intends to do so.
4. In the event that a surveyor employed by or acting on behalf of Saskatchewan to whom access has been provided pursuant to this Agreement causes any damage on the Reserve, to crops or otherwise, Saskatchewan hereby agrees to provide compensation to the Band for those damages; in the event that any other surveyor to whom access has been provided pursuant to this Agreement causes any damage on the Reserve, to crops or otherwise, they shall be liable to provide compensation to the Band for those damages.
5. Canada agrees to issue under section 28(2) of the *Indian Act*, as amended, any permits that might be required in order to maintain the mounds, landmarks, posts and monuments on the First Nation's new Reserves and to ensure access to them in accordance with this Agreement and the Band hereby consents to the granting of such permits.
6. In the event that any new survey is required as a result of the breach of this Agreement by the First Nation or Saskatchewan, the respective party agrees that it shall be responsible for the cost of the survey and hereby agrees to indemnify each other as the case may be for those costs.