The Saskatchewan Natural Resources Transfer Agreement (Treaty Land Entitlement) Act

being

Chapter S-31.1 of the *Statutes of Saskatchewan, 1993* (effective June 22, 1993) as amended by the *Statutes of Saskatchewan*, 2001, c 41.

NOTE:

This consolidation is not official. Amendments have been incorporated for convenience of reference and the original statutes and regulations should be consulted for all purposes of interpretation and application of the law. In order to preserve the integrity of the original statutes and regulations, errors that may have appeared are reproduced in this consolidation.

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CHAPTER S-31.1

An Act to confirm an Agreement between the Government of Canada and the Government of Saskatchewan varying the *Saskatchewan Natural Resources Transfer Agreement*

Short title

1 This Act may be cited as *The Saskatchewan Natural Resources Transfer Agreement (Treaty Land Entitlement) Act*.

Agreements confirmed

2(1) The Agreement set out in the Appendix is confirmed and is to take effect according to its terms.

(2) The following agreements are confirmed and are to take effect according to their terms:

(a) the Cowessess Natural Resources Transfer Agreement Amendment Agreement entered into between the Government of Canada and the Government of Saskatchewan, dated March 14, 1996;

(b) the Carry the Kettle Natural Resources Transfer Agreement Amendment Agreement entered into between the Government of Canada and the Government of Saskatchewan, dated March 29, 1996;

(c) the Kawacatoose Natural Resources Transfer Agreement Amendment Agreement entered into between the Government of Canada and the Government of Saskatchewan, dated March 5, 2001;

(d) any agreement between the Government of Canada and the Government of Saskatchewan, whether entered into before or after the coming into force of this subsection, that is prescribed in the regulations.

(3) The Lieutenant Governor in Council may make regulations prescribing agreements for the purposes of clause 2(2)(d).

2001, c 41, s 2.

APPENDIX

MEMORANDUM OF AGREEMENT made the 8th day of December, 1992.

BETWEEN:

THE GOVERNMENT OF CANADA, as represented by the Minister of Indian Affairs and Northern Development, (hereinafter referred to as "Canada")

OF THE FIRST PART

AND:

THE GOVERNMENT OF THE PROVINCE OF SASKATCHEWAN, as represented by the Minister responsible for the Indian and Metis Affairs Secretariat, (hereinafter referred to as "Saskatchewan")

OF THE SECOND PART

WHEREAS a Memorandum of Agreement between Canada and Saskatchewan made the 20th day of March, 1930 (hereinafter referred to as the "***Natural Resources Transfer Agreement***") was duly approved by the Parliament of Canada and the Legislature of Saskatchewan and, upon an address to His Majesty from the Senate and House of Commons of Canada, was confirmed and declared to have the force of law by an Act of the Parliament of the United Kingdom of Great Britain and Northern Ireland entitled the ***Constitution Act, 1930***;

AND WHEREAS, pursuant to paragraph 26 of the ***Natural Resources Transfer Agreement***, it was agreed that the provisions of the ***Natural Resources Transfer Agreement*** may be varied by an agreement confirmed by concurrent statutes of the Parliament of Canada and the Legislature of Saskatchewan;

AND WHEREAS paragraphs 10 and 11 of the ***Natural Resources Transfer Agreement*** provide as follows:

10. All lands included in Indian reserves within the Province, including those selected and surveyed but not yet confirmed, as well as those confirmed, shall continue to be vested in the Crown and administered by the Government of Canada for the purposes of Canada, and the Province will from time to time, upon the request of the Superintendent General of Indian Affairs, set aside, out of the unoccupied Crown lands hereby transferred to its administration, such further areas as the said Superintendent General may, in agreement with the appropriate Minister of the Province, select as necessary to enable Canada to fulfill its obligations under the treaties with the Indians of the Province, and such areas shall thereafter be administered by Canada in the same way in all respects as if they had never passed to the Province under the provisions hereof.

11. The provisions of paragraphs one to six and of paragraph eight of the agreement made between the Government of the Dominion of Canada and the Government of the Province of Ontario on the 24th day of March, 1924, which said agreement was confirmed by statute of Canada, fourteen and fifteen George the Fifth chapter forty-eight shall (except so far as they relate to the Bed of Navigable Waters Act) apply to the lands included in such Indian reserves as may hereafter be set aside under the last preceding clause as if the said agreement had been made between the parties hereto, and the provisions of the said paragraphs shall likewise apply to the lands included in the reserves heretofore selected and surveyed, except that neither the said lands nor the proceeds of the disposition thereof shall in any circumstances become administrable by or be paid to the Province.

AND WHEREAS Canada, Saskatchewan and the Entitlement Bands have negotiated and concluded the Framework Agreement, pursuant to which Canada's outstanding treaty land entitlement obligations in respect of the Entitlement Bands are to be fulfilled;

AND WHEREAS Canada, Saskatchewan and the Nekaneet Band have negotiated the Nekaneet Settlement Agreement, pursuant to which Canada's outstanding treaty land entitlement obligations in respect of the Nekaneet Band are also to be fulfilled;

AND WHEREAS Canada and Saskatchewan have agreed that, in consideration of the financial and land related contributions to be made by Saskatchewan pursuant to the Framework Agreement and the Nekaneet Settlement Agreement, Saskatchewan's obligations under paragraph 10 of the ***Natural Resources Transfer Agreement*** in respect of the Nekaneet Band and each Entitlement Band shall, subject to ratification, execution and delivery of their respective Band Specific Agreements, be fulfilled on the earlier of the date such Indian Band reaches its respective Shortfall Acres Acquisition Date or the dates hereinafter referred to;

AND WHEREAS paragraph 6 of the agreement made between Canada and the Government of the Province of Ontario on the 24th day of March, 1924, provides as follows:

> *6. Except as provided in the next following paragraph, one-half of the consideration payable, whether by way of purchase money, rent, royalty or otherwise, in respect of any sale, lease or other disposition of a mining claim staked as aforesaid, and, if in any other sale, lease or other disposition hereafter made of Indian Reserve lands in the Province of Ontario, any minerals are included, and the consideration for such sale, lease or other disposition was to the knowledge of the Department of Indian Affairs affected by the existence or supposed existence in the said lands of such minerals, one-half of the consideration payable in respect of any such other sale, lease or other disposition, shall forthwith upon its receipt from time to time, be paid to the Province of Ontario; the other half only shall be dealt with by the Dominion of Canada as provided in the paragraph of this agreement numbered 1.*

AND WHEREAS Canada and Saskatchewan have further agreed that Saskatchewan should not be entitled to any consideration in respect of any sale, lease or other disposition of any mining claim or minerals on or in any lands set apart as an Entitlement Reserve.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, including the recitals, the following capitalized terms shall have the following meanings hereafter ascribed to them:

   (a) "Band Specific Agreement" means, in respect of a particular Entitlement Band, an agreement in the form contemplated pursuant to the Framework Agreement, to be entered into between the Entitlement Band and Canada to give full effect to the provisions of the Framework Agreement among such Entitlement Band, Canada and Saskatchewan and, for the purposes of this Agreement only, shall, in respect of the Nekaneet Band, be deemed to include the Nekaneet Settlement Agreement;

   (b) "Entitlement Band" means any one of those Indian Bands (excluding the Nekaneet Band) listed in Schedule 1 to this Agreement which executes the Framework Agreement on the Execution Date, or which thereafter adheres to the Framework Agreement in accordance with the provisions thereof;

   (c) "Entitlement Land" means land in Saskatchewan which is hereafter purchased or otherwise acquired by an Entitlement Band or the Nekaneet Band pursuant to the provisions of a Band Specific Agreement to be set apart as an Entitlement Reserve;

   (d) "Entitlement Reserve" means Entitlement Land which is set apart by Canada as a Reserve for the use and benefit of an Entitlement Band or the Nekaneet Band pursuant to a Band Specific Agreement;

   (e) "Execution Date" means the date that Canada and Saskatchewan executed the Framework Agreement;

   (f) "Framework Agreement" means the agreement among Canada, Saskatchewan and the Entitlement Bands executed by Canada and Saskatchewan on the Execution Date, pursuant to which Canada's outstanding treaty land entitlement obligations in respect of the Entitlement Bands, and Saskatchewan's outstanding obligations to Canada under paragraph 10 of the ***Natural Resources Transfer Agreement***, may be fulfilled;

(g) "Nekaneet Band" means the Nekaneet Band of Indians of Saskatchewan;

(h) "Nekaneet Settlement Agreement" means the agreement negotiated and initialled for approval by each of Canada, Saskatchewan and the Nekaneet Band to be hereafter ratified, executed and formally concluded in accordance with the provisions thereof;

(i) "Reserve" means a "reserve" within the meaning of the ©, R.S.C. 1985, I-5, as such statute may be amended or replaced from time to time;

(j) "Shortfall Acres" means, in respect of a particular Entitlement Band or the Nekaneet Band, that area of land (including all existing minerals and improvements in respect thereof), the total acreage of which is set forth in respect of each such Entitlement Band and the Nekaneet Band in Schedule 1;

(k) "Shortfall Acres Acquisition Date" means, in respect of a particular Entitlement Band or the Nekaneet Band, the date upon which Entitlement Land (including all existing minerals and improvements in respect thereof) in an aggregate area at least equal to such Entitlement Band's Shortfall Acres (or, in the case of the Nekaneet Band, its Shortfall Acres) has hereinafter been transferred to Canada and is set apart as an Entitlement Reserve or Entitlement Reserves; and

(l) "Treaty Land Entitlement (Saskatchewan) Fund" means the fund established pursuant to the Framework Agreement and to be administered by Canada for the purpose of, *inter alia*, accepting and depositing payments by Saskatchewan in respect of the Entitlement Bands.

2. Canada hereby agrees that the Superintendent General of Indian Affairs shall not request Saskatchewan to set aside any land pursuant to paragraph 10 of the ***Natural Resources Transfer Agreement*** to fulfill Canada's obligations under the treaties in respect of any of Entitlement Band or the Nekaneet Band, that ratifies, executes and delivers a Band Specific Agreement (or in respect of the past, present and future members of such Indian Bands), as long as Saskatchewan is paying to Canada and the Treaty Land Entitlement (Saskatchewan) Fund the amounts required to be paid by Saskatchewan in respect of each of the said Entitlement Bands in accordance with the Framework Agreement and Saskatchewan has not failed, in any material way, to comply with its other obligations thereunder or, in the case of the Nekaneet Band, has not failed in any material way to comply with its obligations under the Nekaneet Settlement Agreement.

3. Notwithstanding section 2 hereof, Canada further agrees that it will forever release and discharge Saskatchewan from all of its obligations pursuant to paragraph 10 of the ***Natural Resources Transfer Agreement*** in respect of each Entitlement Band and the Nekaneet Band that has entered into a Band Specific Agreement:

(a) in the case of any Entitlement Band, from and after the earlier of:

(i) the date upon which such Entitlement Band reaches its Shortfall Acres Acquisition Date; or

(ii) the date upon which Saskatchewan has paid all amounts required to be paid by Saskatchewan to Canada and the Treaty Land Entitlement (Saskatchewan) Fund pursuant to the Framework Agreement in respect of such Entitlement Band; and

(b) in the case of the Nekaneet Band, from and after the earlier of:

(i) the date upon which the Nekaneet Band reaches its Shortfall Acres Acquisition Date; or

(ii) the fifth (5th) anniversary of the date that Canada, Saskatchewan and the Nekaneet Band formally execute the Nekaneet Settlement Agreement.

4. Saskatchewan agrees to relinquish any claim that it may have pursuant to paragraph 11 of the ***Natural Resources Transfer Agreement*** to any of the consideration payable in respect of any sale, lease or other disposition of any mining claim or minerals on or in any lands set apart as an Entitlement Reserve.

5. This Agreement shall take effect upon being duly approved by Acts of the Parliament of Canada and the Legislature of the Province of Saskatchewan.

IN WITNESS WHEREOF the parties hereto have set their hands on the day and year first above written.

Signed on behalf of the Government of Canada, as represented by the Honourable Minister of Indian Affairs and Northern Development, in the presence of:

(Sgd.) Anne Wheeler

Witness

(Sgd.) Tom Siddon

The Honourable Tom Siddon
Minister of Indian Affairs
and Northern Development

Signed on behalf of the Government of Saskatchewan, as represented by the Honourable Minister responsible for the Indian and Metis Affairs Secretariat, in the presence of:

(Sgd.) Diane Tremblay

Witness

(Sgd.) R. W. Mitchell

The Honourable Robert Mitchell, Q.C.
Minister responsible for the Indian and
Metis Affairs Secretariat

SCHEDULE 1

Name of Band	Shortfall Acres
Beardy's & Okemasis	11,648.00
Canoe Lake	6,885.00
English River	13,040.70
Flying Dust	6,788.00
Joseph Bighead	3,615.10
Keeseekoose	7,552.00
Little Pine	30,720.00
Moosomin	24,960.00
Mosquito Grizzly Bear's Head	20,096.00
Muskeg Lake	3,072.00
Muskowekwan	18,121.26
Nut Lake/Yellow Quill	11,801.60
Ochapowace	44,928.00
Okanese	6,905.60
One Arrow	10,752.00
Onion Lake	25,984.00
Pelican Lake	5,961.60
Peter Ballantyne	22,465.56
Piapot	39,073.02
Poundmaker	13,824.00
Red Pheasant	20,118.00
Saulteaux	16,845.13
Star Blanket	4,672.00
Sweetgrass	8,192.00
Thunderchild	38,464.00
Witchekan Lake	7,923.00
Nekaneet	16,160.00

Regina, Saskatchewan
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The Queen's Printer
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