

CROOKED LAKE DAM Replacement Update

The Crooked Lake Dam (control structure) has lived its life cycle and is in dire need of replacement.

In August of 2020 Cowessess First Nation received a Duty to Consult notice from the Saskatchewan Water Security Agency (WSA). The notice outlined the need to complete a Duty to Consult process regarding the replacement of the Crooked Lake Dam (control structure) by November 10, 2020. As of April 6, 2021 the Duty to Consult process is officially ongoing.

A Duty to Consult notification is always in relation to the constitutionally held Section 35 rights to hunt and fish and the possible infringement of those rights in relation to projects that may affect those rights.

Cowessess has no Issue with the Section 35 rights to Hunt & Fish in relation to the replacement of the Control Structure.

Cowessess position regarding the replacement of the Crooked Lake Dam is to have the Dam replaced at the "Same" or "Proximate" location according to our 2011 Flood Claim agreement.

Cowessess First Nation has been in exploratory discussion regarding the replacement of the Crooked Lake Dam since 2015.

Cowessess First Nation will continue to assert the reference to the signed and citizen ratified 2011 Flood Claim agreement.

In the context of the 2011 Flood Claim Agreement Clauses 20 and 21 of the Easement Agreement dealing with restrictions on rights.

Clause 20 shall have no application to those Works located on the Easement Lands on the Effective Date, **or on a replacement, renovation, construction or reconstruction of those Works in the same or proximate location of the existing Works in order to accommodate the replacement, renovation, construction or reconstruction of those Works.**"

Subject to Clause 21, the rights hereby granted do not include the right to place upon the Easement Lands any structure, buildings, warehouses, storage facilities, or any permanent improvement."

Further;

Clause 57 of the Easement Agreement also restricted any amendments to the Agreement as only being allowed to take place by Canada with the consent of the First Nation and the Easement Holder. In this regard, Clause 57 provides as follows:

"57. **This Agreement may only be amended by instrument in writing executed by Canada, with the consent of the First Nation by Band Council Resolution, and the Easement Holder.**
(Emphasis Added)

Questions or comments please contact councillor Richard Aisaican Cowessess First Nation

