

The Blood Tribe Irrigation Project Bylaw

WHEREAS the Band Council of the Blood Indian Band ("Tribal Council"), Government of Canada, and the Government of Alberta ("Alberta"), and Blood Tribe Agricultural Project (1991) ("BTAP") entered into the Blood Indian Irrigation Project Agreement dated on or about February 24, 1989 ("Irrigation Project Agreement");

AND WHEREAS BTAP is a not for profit Corporation in which all the shares are held by the Tribal Council for the benefit of the Blood Tribe;

AND WHEREAS under the Irrigation Project Agreement, the Blood Irrigation Project (the "Project") is being constructed and operated on the Blood Indian Reserve (the "Reserve") by BTAP;

AND WHEREAS the Tribal Council has applied to the Government of Alberta for a Water Licence as to 25000 acres of land to be served by the Project;

AND WHEREAS the Tribal Council has authority under Section 81 of the Indian Act to enact bylaws with respect to

(f) the construction and maintenance of watercourses, roads, bridges, ditches, fences, and other local works;

(l) the construction and regulation of the use of public wells, cisterns, reservoirs and other water supplies;

AND WHEREAS the Tribal Council wishes to enact this Bylaw with respect to the control and use of the water and the canal, reservoirs and other developments in the Project and not to affect use or control of water or land anywhere else in, on or adjacent to the Reserve:

AND WHEREAS the Tribal Council has, concurrently herewith, approved a lease of certain lands (the "Lands") comprising canal rights of way, reservoir lands and agricultural lands (the "Head Lease") to come into effect April 1, 1993;

AND WHEREAS BTAP has entered into an agreement with the Tribal Council and has been designated and appointed to act as agent for the Tribal Council for the purposes of exercising the rights and obligations of the Tribal Council pursuant to the Water Licence;

AND WHEREAS BTAP has agreed to operate and maintain the water system on the Lands to the standards found in the operations and maintenance of the St. Mary's Irrigation District;

AND WHEREAS BTAP has agreed to carry out all construction, maintenance and operation of the Project in accordance with the

Irrigation Project Agreement, the Licence, the Bylaw, the Head Lease and this Agreement;

AND WHEREAS BTAP and Council have entered into an agreement whereby BTAP shall:

1. construct, operate and maintain the Project system components excepting The Belly River Diversion Turnout Structure and including:
 - .1 The Mokowan Ridge Canal
 - .2 the Mokowan Ridge Reservoir
 - .3 The Header Canals
 - .4 The Laterals
 - .5 The Production Landsand any structures, fixtures, equipment or additional components of the Project (herein called the "Project Works");
2. control access to and use of water by any person pursuant hereto
3. maintain staff and otherwise do all things to administer the Project and the water system
4. act as Tribal Council's agent to enforce this Bylaw

AND WHEREAS the Tribal Council agreed to enact and continue the Bylaw for term of the Head Lease and BTAP accepts the duties and responsibilities assigned to it hereunder by the Tribal Council.

THEREFORE BE IT ENACTED

1.00 This Bylaw may be cited as the "Blood Tribe Irrigation Project Bylaw".

2.00 Definitions

"Additional Lands"

means those lands on the Reserve shown as such on the attached Schedule "A"

"Ditchrider"

means a person employed by BTAP for the purposes of operation and maintenance of Project Works and monitoring and enforcement of Water Use Agreements and this Bylaw,

"Indian Act"

means the *Indian Act*, R.S.C. 1985, c.I-5 as amended, and regulations made thereunder all as amended or replaced from time to time, and any reference to a section of this Act shall include that section as amended or replaced from time to time,

"Level II Land Classification Study"

means a study to such level of the irrigability of lands as specified from time to time by Government of Alberta, Department of the Environment

"Member"

means a member of the Tribe

"Production Lands"

means those lands so described on Schedule "A" hereto on the Reserve, not including System Lands used for header canals and laterals or contained within utility corridors to be shown on a further plan to be appended by amendment to this Lease as and when the Header Canal and Laterals are completed and plans completed by the Prairie Farm Rehabilitation Administration which further lands are not contained within Production Lands, and excluding Unproductive Lands

"Reserve"

means the Blood Indian Reserve No. 148 of the Band,

"System Lands"

means those lands so described on Schedule "A" hereto on the Reserve as supplemented by additional lands to be shown on a further plan to be appended by amendment to this Bylaw as and when the Header Canal and Laterals are completed and plans completed by the Prairie Farm Rehabilitation Administration which further lands are not contained within Production Lands,

"Tribe"

means the Blood Band of Indians, or any successor to the Band pursuant to a federal statute,

"Water"

means water which in whole or in part is supplied by or derived from the System Lands,

"Water Use Agreements"

means agreements between a Water user and BTAP under which a person is permitted access to or use

of Water, the forms of which may be approved from time to time by Council and utilised by BTAP,

"Water Privileges"

means the privileges to use Water permitted under this Bylaw,

- 3.00 The recitals hereto are hereby incorporated into and made a part hereof.
- 4.00 BTAP on behalf of Tribal Council and with its approval may set and post any conditions concerning public and Member access to the Lands as it deems required by the interests of preserving the operational life and integrity of the Project, public safety, and access to the use of Water pursuant to this bylaw. .
- 5.00 Within the Production Lands, BTAP on behalf of the Tribal Council may set such fees and conditions in subleases or by Water Use Agreement for use of Water as BTAP shall determine.
- 6.00 Within Additional Lands and System Lands, BTAP on behalf of the Tribal Council shall set such fees and conditions of other users of water provided such fees and conditions are at a minimum those in the Terminable Water Agreement attached as Schedule hereto.
- 7.00 .1 No person shall access or use Water pursuant to Section 7.00.3.03 hereof without having first having delivered to BTAP, at such person's own expense:
- .01 a Class II Land Classification Study on the areas sought to be irrigated which shall demonstrate that such lands are suitable for and will not be adversely affected by irrigation;
- .02 documents satisfactory to BTAP that demonstrate the right to use and occupy the land sought to be irrigated and the right of access from such land to the nearest feasible place on the System Lands from which Water can be made available for use; and
- .03 a completed application for water use including fees
- .2 BTAP shall consider the submissions in .1 and, provided it meets the criteria of this Bylaw, shall grant access to Water for such applicant pursuant to a Water Use Agreement and subject to the conditions stated therein and this Bylaw;
- .3 Water from the Project Works may be made available by

BTAP for the priorities of use in the order below:

- .01 Irrigation use on the Production Lands
- .02 Industrial use on or adjacent to the Production Lands
- .03 Irrigation use on the Additional Lands
- .04 Domestic and stockwatering use on the Additional Lands
- .05 Other uses

up to the maximum under the Water Licence.

- 8.00 No person shall be permitted access to Water pursuant to Sections 7.00.3.04 hereof without having first obtained and included in the submission in Section 7, the approval for the proposed method of access, storage and supply of water from the Public Works Department of the Tribal Council, which shall recognise among other things the seasonal water flow in the Project Works and without having met the conditions specified for such service by BTAP, having applied pursuant to Section 7 and paid the required fees for a Water Use Agreement.
- 9.00 No person shall abuse Water Privileges granted hereunder by:
- .01 applying Water to lands other than those described in a Water Use Agreement with BTAP or permitting the escape of water from such lands onto other lands
 - .02 applying Water in greater amounts than is permitted in such an agreement or in any general rules and regulations specified by BTAP
 - .03 allowing leakage from irrigation works or any other equipment or building where the water is used.
- 10.00 No person shall damage or cause, allow or permit damage to the Project Works, System Lands or Production Lands or to violate the conditions set under Section 4.00 or allow animals under their care, control or ownership to go upon the System Lands or Production Lands.
- 11.00 The Tribal Council authorises Ditchriders the full right and power to disconnect, or remove any equipment from the Project Works or take any steps in their discretion to stop water use contrary to this Bylaw (including non-

payment of fees) without any order therefor from BTAP or Tribal Council.

12.00 Tribal Council is hereby empowered to make and enter into any arrangements, or agreements of any type whatsoever with respect to the matters to which this Bylaw applies and such arrangements and agreements shall bind subsequent Tribal Councils and the members thereof.

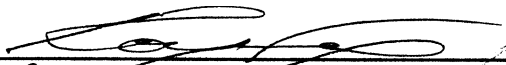
13.00 Any person who commits a breach of this Bylaw or the provisions of this Bylaw is guilty of an offence and is liable on summary conviction to a fine not exceeding one thousand dollars or imprisonment not exceeding thirty days or both.

Read a first time this 24th day of June, 1992.



Read a second time this 6th day of August, 1992.


Read a third time this 3rd day of November, 1992.

Duly passed by the Blood Tribal Council in accordance with sections 81 (d) and (f) of the Indian Act ch I-5 R.S.C. 1985 as amended this 3rd day of November, 1992.



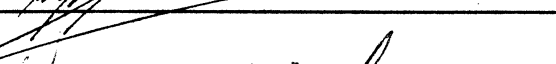
Chief

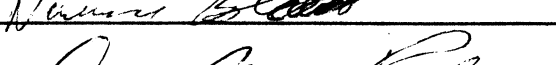
 











This Bylaw forwarded to the Minister pursuant to S. 81 of the Indian Act this 3rd day of November, 1992.



Councillor

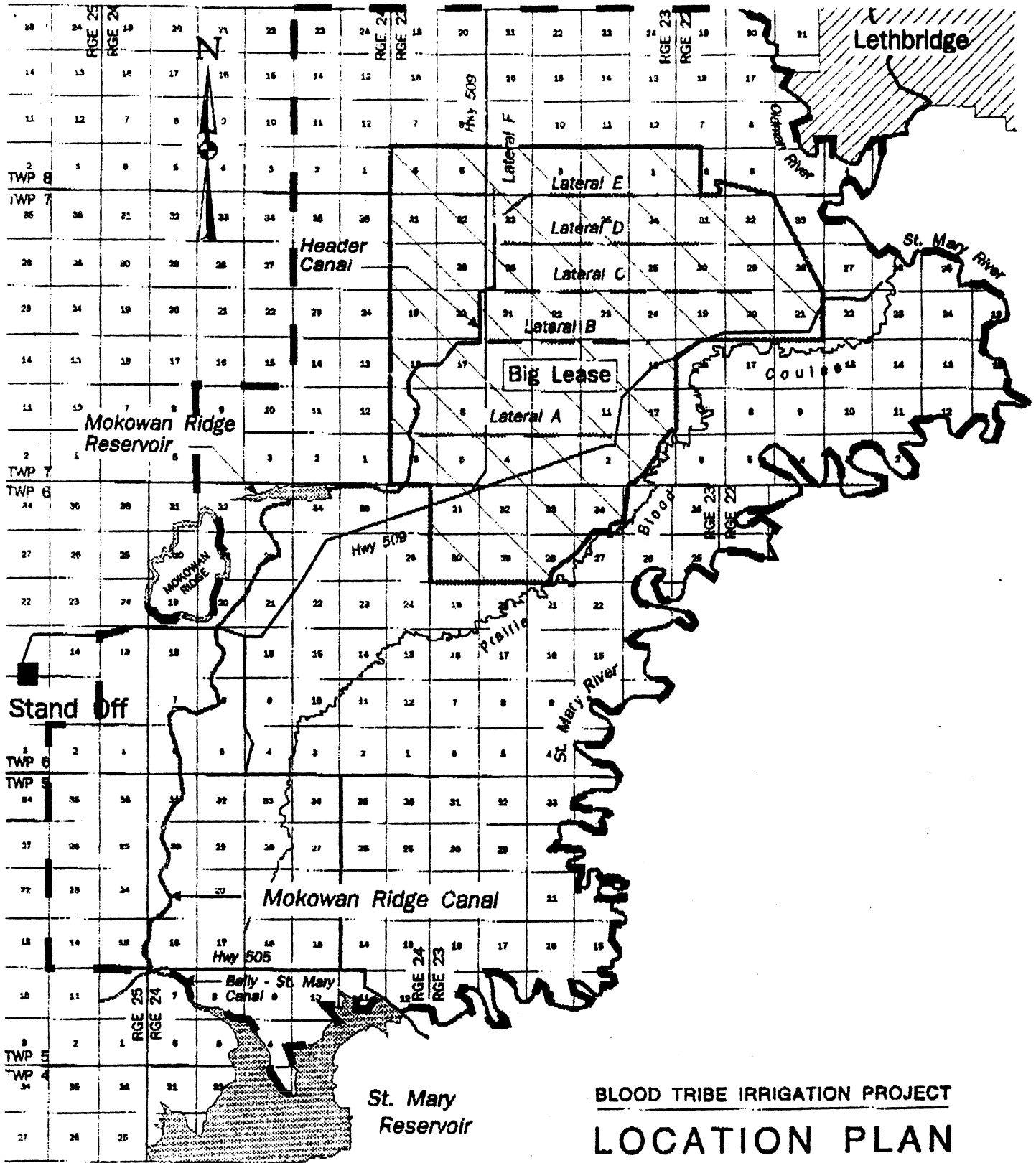
A quorum of this Council is 7.

SCHEDULE A

System Lands include the Mokowan Ridge Canal, the Mokowan Ridge Reservoir, the Header Canal and Laterals identified on Sheet 1 attached.

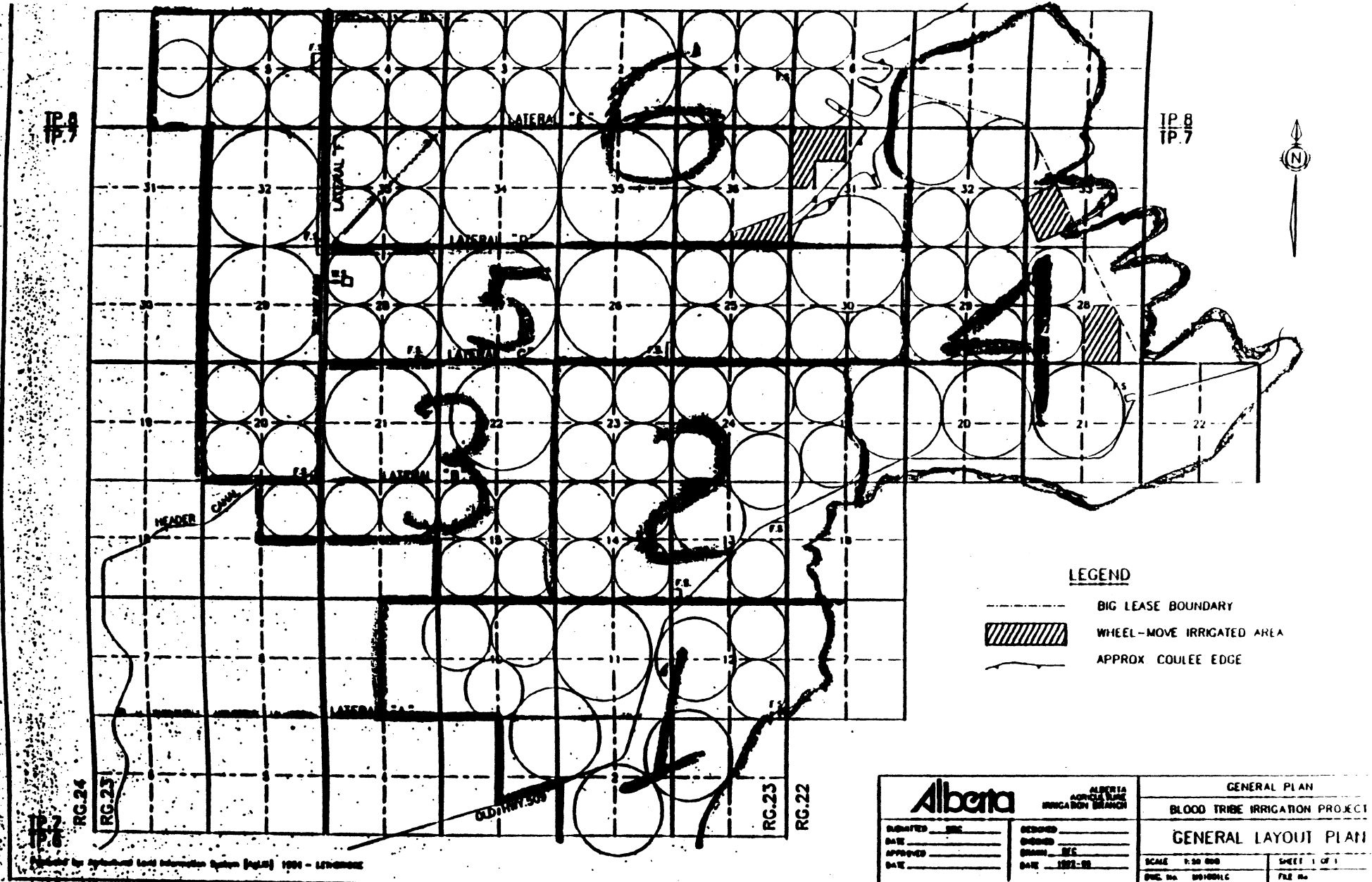
Additional Lands comprise those lands within the dotted line boundary on Sheet 1 attached.

Production Lands comprise those lands within the solid heavy line boundary on Sheet 2 attached.

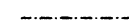

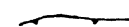



SCHEDULE "A": SHEET 1

SCHEDULE "A"
SHEET 2.



LEGEND

-  BIG LEASE BOUNDARY
-  WHEEL-MOVE IRRIGATED AREA
-  APPROX COULEE EDGE

		ALBERTA AGRICULTURAL IRRIGATION BRANCH	
		GENERAL PLAN BLOOD TRIBE IRRIGATION PROJECT GENERAL LAYOUT PLAN	
DESIGNED _____	DRAWN _____	SCALE 1:50 000	SHEET 1 OF 1
DATE _____	DATE 1992-92	FILE No. 88100416	FILE No. _____
APPROVED _____			
DATE _____			