

Complementary Agreement no. 4

(CBJNQ)

BETWEEN

THE GRAND COUNCIL OF THE CREES (OF QUÉBEC) – GRAND CONSEIL DES CRIS (DU QUÉBEC) – WEENBACOOCH NOCHEMEWEOCH AHNADAMADOOCH (QUÉBEC) (hereinafter referred to as the Grand Council of the Crees (of Québec), a corporation duly incorporated, acting on its own behalf, on behalf of the James Bay Crees and on behalf of the Crees Bands of Fort George, Old Factory, Eastmain, Rupert House, Waswanipi, Mistassini, Nemaska and Great Whale River, and represented by its undersigned authorized representatives,

and

La SOCIÉTÉ D'ÉNERGIE DE LA BAIE JAMES, a corporation duly incorporated with its head office in Montréal, Québec, represented by Robert A. Boyd, President, acting on behalf of the said corporation,

and

La COMMISSION HYDROÉLECTRIQUE DE QUÉBEC (HYDRO-QUÉBEC), a corporation duly incorporated with its head office in Montréal, Québec, represented by Robert A. Boyd, President, acting on behalf of the said corporation.

WHEREAS the parties hereto are some of the parties which have agreed to execute, after the signature hereof, an agreement hereinafter referred to as the “Chisasibi Agreement”;

WHEREAS the parties hereto have agreed to amend certain provisions of Section 8 of the James Bay and Northern Québec Agreement;

WHEREAS the parties hereto are entitled to amend the said provisions of Section 8 of the said James Bay and Northern Québec Agreement in virtue of Sub-Section 8.19 thereof.

NOW, therefore the parties hereto hereby agree as follows:

1 For the purposes of the present Agreement, the following words and phrases shall mean:

1.1 “James Bay and Northern Québec Agreement”, the agreement approved, given effect to and declared valid by chapter 32 of the Statutes of Canada 1976-77 and Lois du Québec 1976, chapitre 46, as amended by Complementary Agreements Nos 1, 2 and 3 executed on January 31, 1978 to the extent that such amendments are in force from time to time;

1.2 “Chisasibi Agreement”, the agreement to be executed between the Grand Council of the Crees (of Québec), the Fort George Band, the Fort George Band Council, la Société d'énergie de la Baie James, la Société de développement de la Baie James, la Commission hydroélectrique de Québec (Hydro-Québec), le Gouvernement du Québec, the Government of Canada and the Minister of Indian Affairs and Northern Development, respecting, inter alia, the relocation of the Fort George Cree community to the mainland.

2 Paragraph 8.1.2 of Section 8 of the James Bay and Northern Québec Agreement is amended by adding thereto the following sub-paragraph:

Notwithstanding the four (4) preceding sub-paragraphs of this paragraph 8.1.2, la Société d'énergie de la Baie James and/or la Commission hydroélectrique de Québec (Hydro-Québec) may, at its option, construct, operate and maintain a revised LG 1 power plant and the accessories thereof as described in Schedule R1, attached hereto, hereinafter referred to as LG 1, Revision 1, at or about mile 23 on La Grande

River, instead of the LG 1 power plant at mile 44 on La Grande River as described in Schedule 1 of Section 8 of the James Bay and Northern Québec Agreement

The said Schedule R1 is attached hereto to form part hereof.

[Amendment integrated]

3 The following Sub-Section and paragraphs of the James Bay and Northern Québec Agreement are cancelled: Sub-Section 8.5 (Fort George Erosion Control) and paragraphs 8.6.2 (Permanent Crossing to Fort George Island), 8.6.3 (Temporary Crossing to Fort George Island), 8.6.4 (Completion of Airstrip at mile 3), 8.6.5 (Fort George Community Centre), 8.6.6 (Grand Council of the Crees (of Québec) Temporary Office) and 8.6.7 (Additional Community Benefits).

[Amendment integrated]

4 Paragraph 8.6.1 (Preamble) of Section 8 of the Agreement is amended by replacing the said paragraph by the following:

La Société d'énergie de la Baie James agrees to carry out the following special undertakings for the Crees and other residents of Fort George in consideration of the social impacts which may be caused to the Native people by the development of Le Complexe La Grande (1975).

[Amendment integrated]

5 The first two (2) paragraphs of paragraph 8.6.8 of Section 8 of the James Bay and Northern Québec Agreement are amended by replacing the said paragraphs by the following:

La Société d'énergie de la Baie James, la Commission hydroélectrique de Québec (Hydro-Québec), the Grand Council of the Crees (of Québec) and the Fort George Cree Band have agreed in a separate agreement upon the modalities of the supply of electrical power to the Fort George community.

[Amendment integrated]

6 Paragraph 8.6.9 (Temporary Water Supply to Fort George) of Section 8 of the James Bay and Northern Québec Agreement is amended by replacing the said paragraph by the following:

La Société d'énergie de la Baie James shall provide Fort George village with a temporary water supply during the initial filling of the LG 2 reservoir of Le Complexe La Grande (1975).

[Amendment integrated]

7 Sub-Section 8.7 of Section 8 of the James Bay and Northern Québec Agreement (Permanent Water Supply at Fort George and Eastmain Communities) is amended by replacing said Sub-Section and the title hereof by the following:

8.7 Permanent Water Supply at the Eastmain Community

8.7.1 Scope of Undertaking

La Société d'énergie de la Baie James undertakes to design, construct, commission and pay for a water supply system exclusive of any distribution system for the community of Eastmain.

The water supply system shall include the pipeline from the water source to the nearest point on the future distribution system.

The parties acknowledge that the water supply system shall be operated, maintained and replaced by persons other than la Société d'énergie de la Baie James at no cost to la Société d'énergie de la Baie James. The water supply system shall be transferred to the Eastmain band or its nominee at no cost with applicable warranties of manufacturers and contractors. The parties agree to execute the necessary documents to give effect to the foregoing.

8.7.2 General Specifications

The system shall be designed to meet the demand requirements as set forth below.

Furthermore, the system shall be designed and built so as to be acceptable to federal and provincial authorities having jurisdiction in respect to public water supply and so as to take into account the future regime of the river. The system designs must further include criteria guaranteeing reliable operation under the local climatic conditions.

8.7.3 Location

The location of the new water supply system shall be at the option of la Société d'énergie de la Baie James, provided that such location is not objected to by the band council. If any objection is made by the band council, it shall show cause for such objection.

8.7.4 Compatibility with Future Distribution System

The development plan for the Eastmain settlement including a new water distribution system and thus the design of the water supply system shall be based on optimization of both the future water supply contemplated herein and the future distribution system. The Grand Council of the Crees (of Québec) undertakes to arrange for the exchange of the information required for such optimization between la Société d'énergie de la Baie James and the designers of the distribution system.

8.7.5 Eastmain System

a) Projected Demand

The design of the water supply system for Eastmain shall be based on a future population of 500 people and shall provide for a supply of 100 gallons per person per day.

b) Schedule

La Société d'énergie de la Baie James undertakes to have a new water supply system operational within a reasonable time, the objective being 1978.

[Amendment integrated]

8 Paragraph 8.3.2 and Sub-Section 8.9 of Section 8 of the James Bay and Northern Québec Agreement are amended by substituting the mention "LG 1, Revision 1" or "LG 1", as the case may be, whenever the mention of "LG 1" appears in the said paragraph 8.3.2 and in the said Sub-Section 8.9.

[Amendment integrated]

9 This Complementary Agreement No 4 shall come into force on the date of the coming into force of the Chisasibi Agreement.

Annex R1

LG 1, Revision 1, at mile 23 on La Grande River

List of Plates,

Plate D-1,

Plate D-2,

Plate D-3,

Plate D-4

LG 1, Revision 1, at mile 23 on La Grande River

LG 1, Revision 1, is the relocated LG 1 of Le Complexe La Grande (1975) from mile 44 to approximately mile 23 on La Grande River. The Complexe La Grande (1975) is defined in Schedule 1 to Section 8 of the James Bay and Northern Québec Agreement. The LG 1, Revision 1, is described hereafter and illustrated on Plates D-1 to D-4 hereof.

Main features:	Maximum reservoir elevation	105	ft
	Minimum reservoir elevation	100	ft
	Net head (approximate)	92.5	ft
	Live storage	4	bcf
	Number of units	10	
	Installed capacity	1140	MW
	Annual energy output	7.2	billion of kWh

DESCRIPTION

The power plant is located above ground on the south side of the river and consists of ten (10) units of 114 MW each, for a total installed capacity of 1140 MW under a net head of around 92.5 ft. During winter conditions, the discharge through the power plant will be approximately 152 000 cfs with a mean annual regulated flow of 118 000 cfs.

The 13.8 – 315 kV transformers are located on the lower service bridge above the draft tubes and are connected to a switching station on the roof of the power plant. A double-circuit 315 kV line, 38 miles long, connects the LG 1 power plant to the Radisson collecting substation located some 12 miles west of the LG 2 power plant.

The spillway on the north side of the river has eight (8) gates – 65 ft high by 40 ft wide with a capacity of 540 000 cfs at Elevation 105.

A diversion channel may be excavated on the north bank allowing the diversion of the river during the construction of the spillway and power plant. A concrete gravity dam is built in the channel to close the diversion.

Two retaining dikes are constructed: one on the north bank, of 8000 ft long with a maximum height of 50 ft, and one on the south bank, of 850 ft long with a maximum height of 100 ft.

List of plates

No	Date	Title
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D-1	March 6, 1978	Complexe La Grande Plan et profil avec LG 1, Révision 1
D-2	March 6, 1978	LG 1, Révision 1 Plan de localisation
D-3	March 6, 1978	LG 1, Révision 1 Plan général de l'aménagement
D-4	March 6, 1978	LG 1, Révision 1 Centrale de 10 groupes de 114 MW Coupe de l'aménagement

See plan no.58 Plan et profil LG 1, Révision 1 (Complementary Documents)

– Plan et profil avec LG 1, Révision 1

See plan no.59 Plan de localisation LG 1, Révision 1 (Complementary Documents)

Plan de localisation

See plan no.60 Plan général LG 1, Révision 1 (Complementary Documents)

– Plan général de l'aménagement

See plan no.61 Centrale de 10 groupes LG 1, Révision 1 (Complementary Documents)

– Centrale de 10 groupes de 114 MW – Coupe de l'aménagement

SIGNATORIES (CBJNQ 4)

Signée, le 14 avril 1978

Signed, April 14, 1978

The Grand Council of the Crees (of Québec) – Le Grand Conseil des Cris (du Québec) – Weenbacooch Nochemewech Ahnamadooch (Québec)

Pour la Société d'énergie de la Baie James

Robert A. Boyd, Président

Pour la Commission hydroélectrique de Québec (Hydro-Québec)

Robert A. Boyd, Président