

Complementary Agreement no. 5

(CBJNQ)

BETWEEN

CREE REGIONAL AUTHORITY, a public corporation duly incorporated in virtue of chapter 89 of Lois du Québec 1978, herein acting and represented by the undersigned authorized representatives;

and

SOCIÉTÉ D'ÉNERGIE DE LA BAIE JAMES, a corporation duly incorporated with its head office in Montréal, Québec, herein acting and represented by its authorized representative, Claude Laliberté, its President and Managing Director;

and

HYDRO-QUÉBEC, a corporation duly incorporated with its head office in Montréal, Québec, herein acting and represented by its authorized representative, Robert A. Boyd, its President and Managing Director.

WHEREAS the parties hereto have agreed to execute the "Sakami Lake 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 subsection 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 chapter 46 of the Lois du Québec 1976, as amended by Complementary Agreements nos 1, 2, and 3 executed on January 31, 1978 and Complementary Agreement no 4 executed on April 14, 1978;

1.2 "Sakami Lake Agreement", the agreement to be executed between, inter alia, the Cree Regional Authority, la Société d'énergie de la Baie James and Hydro-Québec, respecting, inter alia, remedial works in the Sakami Lake area and certain undertakings in favour of the Paint Hills Cree community.

2 Paragraph 8.2.2 of Section 8 of the James Bay and Northern Québec Agreement is replaced by the following :

8.2.2 Water levels in Sakami Lake

La Société d'énergie de la Baie James undertakes to take all steps necessary to maintain the minimum level of Sakami Lake at or above Elevation five hundred and ninety-six feet (596') above MSL.

The diverted flow from the Eastmain and Opinaca rivers through the control structure at the Opinaca Reservoir outlet shall not exceed seventy thousand cubic feet per second (70,000 C.F.S.).

Remedial works shall be carried out along the course of the diverted water between the Opinaca Reservoir and the forebay of the LG 2 powerhouse for the purpose of minimizing the negative impacts of the diversion on the fauna of the area.

In the Lake Boyd area, the said remedial works are presently being carried out pursuant to agreement between la Société d'énergie de la Baie James and the interested native people and the Cree native party acknowledges that it is satisfied with such works.

In the area of Lake Sakami, the said remedial works shall include, at the outlet, works to increase the flow capacity for the purpose of ensuring that the maximum water level of the lake shall not normally exceed six hundred and thirteen feet (613') above MSL at the outlet.

For the purpose of this paragraph, the minimum and maximum water levels mentioned herein shall be measured at the point longitude 76° 40 '46" west and latitude 53° 28' 02" north.

[Amendment integrated]

3 This Complementary Agreement no 5 shall come into force on July 4, 1979.

SIGNATORIES (CBJNQ 5)

Signée à Montréal, le 4 juillet 1979

Signed at Montréal, July 4, 1979

DATE

Administration régionale crie

Cree Regional Authority

EEYOU TAPAYTACHESOO

DATE

Société d'énergie de la Baie James

Claude Laliberté,

Président-directeur général

DATE

Hydro-Québec

Robert A. Boyd,

Président-directeur général
