

Technical Aspects

8.1 Project descriptions

8.1.1 Definitions

- a) *Definition of MSL*: Elevations referred to as “above MSL” for the purposes of this Section of the Agreement shall mean “above mean sea level geodesic” as determined by official surveys.
- b) *Definition of Elevations*: All elevations designated in this Section of the Agreement are referenced to present bench marks and shall be subject to adjustment should later official surveys modify the elevations of above MSL of said bench marks provided such adjustments do not alter the real levels intended for the purposes of this Section of the Agreement.
- c) *Definition of Crees and Inuit*: For the purposes of this Section, Crees shall mean those persons who qualify as Crees in Section 3 of the Agreement as well as the Inuit ordinarily resident in Fort George, and Inuit shall mean those persons who qualify as Inuit in Section 3.
- d) *Schedules*: Schedule means a document attached to this Section and forming part thereof as if repeated at length in the body of the text of this Section.
- e) *SOTRAC*: SOTRAC means a corporation established in Sub Section 8.9 known under the French name of “La Société des Travaux de correction du Complexe La Grande” and under the English name of “La Grande Complex Remedial Works Corporation”.
- f) *Société d'énergie de la Baie James* means La Société d'énergie de la Baie James and/or Hydro-Québec.
- g) *Grand Council of the Crees (of Québec)* means the Grand Council of the Crees (of Québec) or the Cree Regional Authority.
- h) *Northern Quebec Inuit Association* means the Northern Quebec Inuit Association or its successor.
- i) *Fort George Island* means the island where the Fort George community is presently located.

JBNQA, par. 8.1.1

A. corr.

8.1.2 Le Complexe La Grande (1975)

La Société d'énergie de la Baie James and Hydro-Québec may construct, operate and maintain Le Complexe La Grande (1975) substantially as described herein, in whole or in part, with or without LA 1 and EM 1, at their option.

The components of Le Complexe La Grande (1975) which are constructed shall substantially conform to and be those components contemplated by the Description Technique – Le Complexe La Grande (1975) dated October 20, 1975 attached hereto as Schedule 1 of this Section of the Agreement.

The parties to the Agreement acknowledge that the Le Complexe La Grande (1975) is already under construction and therefore shall not be subject to the environmental regime established by the Agreement and further agree not to take any actions whatsoever which would prevent the construction of the said complex.

No dam or powerhouse shall be constructed on the La Grande River between the estuary and the LG 1 powerhouse site on the said river without the consent of the Fort George Band Council. However, this shall not prevent the construction of dams or river works as remedial works for potential negative impacts of Le Complexe La Grande (1975).

8.1.3 Other projects

It is recognized that there exists a possibility of future hydroelectric developments in the Territory. Studies are being carried out in relation to the N.B.R. Complex dealing with the development of the Nottaway, Broadback and Rupert Rivers hereinafter referred to as the N.B.R. Complex and in relation to the Great Whale Complex for the development of the Great Whale, Little Whale and Coast Rivers hereinafter referred to as the Great Whale Complex.

It is agreed that these known projects and any additions and/or substantial modifications to Le Complexe La Grande (1975), if built, shall be considered as future projects subject to the environmental regime only in respect to ecological impacts and that sociological factors or impacts shall not be grounds for the Crees and/or Inuit to oppose or prevent the said developments.

Notwithstanding the land regime established in Section 5 of the Agreement, the following provisions shall apply to the said developments, if built and the interested parties agree to execute the necessary documents to give effect to such provisions as may be required from time of time.

a) Mistassini Lake Area

The Mistassini Lake may be used as a reservoir for the N.B.R. Complex.

The land required at the outlet of Mistassini Lake at or near the source of the Rupert River for control structures, channel works, if required, and appurtenant works including construction facilities, quarries and borrow pits may be used by La Société d'énergie de la Baie James, Hydro-Québec, Québec or their nominees as if such land were Category III lands for the purpose of constructing, operating and maintaining the N.B.R. Complex.

b) Waswanipi Area

The lakes listed herein and their surrounding land can be used as part of reservoirs and forebays within the N.B.R. Complex, but these respective lakes can only be raised to the following upper limits above MSL:

Lake	Maximum Water Level
Goeland	930
Waswanipi	930
Chensagi	930
Maicasagi	930
Opataouaga	910
Poncheville (Lady Beatrix)	910

The parts of said lakes and their surrounding lands which form part of Category II lands, which shall be flooded by the reservoirs and forebays of the N.B.R. Complex, shall become ipso facto Category III lands as and from the moment La Société d'énergie de la Baie James and/or Hydro-Québec forward to the Crees a written notice of a resolution by the Board of Directors of either of said corporations that they are proceeding to build the N.B.R. Complex.

Such Category II lands shall be replaced in accordance with the provisions of the land regime applicable to Category II lands provided that the conversion of such Category II lands into Category III lands shall not be a grounds for opposition by the Crees to the project nor shall the Crees be entitled to require any delay in preparation for and construction of the N.B.R. Complex on account of such lands.

Such lands to be converted in accordance with the procedure set forth hereinabove from Category II to Category III lands may by the same procedure be increased or decreased in accordance with the plans for the N.B.R. Complex as revised from time to time.

For the purpose of constructing, operating and maintaining transmission lines, two (2) corridors of approximately 750 feet wide each for the N.B.R. Complex and one (1) corridor of approximately 250 feet wide for the purpose of inter-connection may cross the Waswanipi Category I lands without land replacement or compensation provided that such corridors are located at least three (3) miles from the center of the new Waswanipi settlement at the time of construction of the first transmission line.

The parties hereto undertake to sign all documents necessary to give effect to the foregoing.

Notwithstanding the above, the land required in the Waswanipi area for the construction of the N.B.R. Complex may be maintained as Category II lands at the option of the Crees provided that all works carried out by or on behalf of La Société d'énergie de la Baie James and/or Hydro-Québec for the purpose of construction, operation and maintenance of said complex shall be considered as if carried out in Category III lands and provided that the land used will not be replaced.

c) Rupert House Area

The N.B.R. Complex may include up to a maximum of six (6) powerhouses and dams along the Rupert River west of the Matagami road.

These powerhouses and dams may be built in the river and/or on the adjacent Category I and Category II lands with their appurtenant works, roads, transmission lines, sub-stations, switching stations, construction facilities, quarries and borrow pits in the same manner as if such works were located in Category III lands it being understood that the Category I and Category II lands shall be limited by the shore line of the future forebays, subject to the following provisions:

- i) the powerhouse and dam hereafter referred to as R 1 nearest the present Rupert House settlement shall be located at a distance of at least two (2) miles from the center of the present Rupert House settlement;
- ii) no living quarters for workers nor temporary settlement for staff and families shall be located within a radius of ten (10) miles of the center of the present Rupert House settlement and no permanent non-native community, town or settlement shall be built within a radius of forty (40) miles of the center of the present Rupert House settlement for the purpose of the N.B.R. Complex;
- iii) there shall be a strict control of access during the construction of the N.B.R. Complex between the camps, temporary villages for staff and families and the construction sites on one hand and the Rupert House settlement on the other;
- iv) permanent facilities for maintenance and operation of the N.B.R. Complex shall not be located in the vicinity of the R 1 powerhouse and dam except for the purpose of operating and maintaining the R 1 powerhouse and dam only.

La Société d'énergie de la Baie James and the Rupert House Band may by mutual agreement modify the special provisions dealt with in this sub-paragraph 8.1.3 c).

Should La Société d'énergie de la Baie James choose to build part of the N.B.R. Complex along the Broadback River instead of along the Rupert River, all provisions relating to the Rupert River powerhouses and dams mentioned in this sub-paragraph 8.1.3 c) shall apply *mutatis mutandis* to the powerhouses and dams that shall be built on the Broadback River if they are built there instead of on the Rupert River.

The land required within Category I and Category II lands for the purpose of the construction, operation and maintenance of the said powerhouses and dams and appurtenant works, hereinabove mentioned in this sub-paragraph 8.1.3 c) shall not be subject to replacement nor compensation.

The construction schedule of the N.B.R. Complex shall provide for the construction of the R 1 powerhouse and dam last of the powerhouses and dams of the Complex unless ecological reasons make it preferable to build said powerhouse and dam earlier.

La Société d'énergie de la Baie James and/or Hydro-Québec undertake that construction, operation and maintenance of the N.B.R. Complex shall not require the re-location of the Rupert House settlement.

d) Nemiscau Area

It is acknowledged that some of the members and former members of the Nemaska Band temporarily residing in the Rupert House and Mistassini settlements intend to return to the vicinity of their original settlement and consequently the parties to the Agreement consent to the establishment of a new settlement for such persons, subject to the conditions set forth below and elsewhere in the Agreement.

No Category I lands shall be chosen for the Nemaska Band in the area planned to be used for the powerhouse, forebay, dam and dykes to be located in the Nemiscau Lake Area;

If the said powerhouse, forebay, dam and dykes are located in part in Category II lands, such lands shall be replaced in accordance with the provisions of the lands regime applicable to Category II lands provided that the conversion of such Category II lands into Category III lands shall not be a grounds for opposition by the Crees to the project nor shall the Crees be entitled to require any delay in preparation for and construction of the N.B.R. Complex on account of the said conversion of such lands.

e) Great Whale Complex

For the purpose of the Agreement, the Great Whale Complex shall be defined as follows:

– downstream of the Coast River, the water of the Great Whale River is raised and diverted in a westerly direction through secondary valleys; this water is combined with the water diverted from the Little Whale River and discharged directly into Hudson's Bay through a powerhouse hereafter referred to as GB 1 situated approximately twenty (20) miles north of the Great Whale settlement.

– two (2) other powerhouses hereafter referred to as GB 2 and GB 3 are contemplated on the Great Whale River.

– Bienville Lake may be used as a reservoir.

No Category I lands shall be chosen for the Crees and Inuit of Great Whale in the area planned to be used for the powerhouses, forebays, dams and the reservoirs to be located in the vicinity of Great Whale unless by mutual agreement. For the purpose of the Agreement, even though studies of the project are preliminary, Hydro-Québec or its nominee undertakes that any dam and powerhouse built in that vicinity shall not raise the water level above the following Elevations above MSL:

Powerhouse and reservoir	Maximum Elevation
GB 1	650
GB 2	960
GB 3	1 280
Bienville	1 315

If the said powerhouses and reservoirs, and their appurtenant works, are located in part or wholly in Category II lands, such lands shall be replaced in accordance with the provisions of the land regime applicable to Category II lands provided that the conversion of such Category II lands into Category III lands shall not be grounds for the Crees or the Inuit to oppose the project nor shall the Crees and Inuit be entitled to require any delay in the preparation for and the construction of the said Great Whale Complex on account of such lands.

f) Remedial measures

The special provisions of sub-paragraphs 8.1.3 a) to 8.1.3 e) shall not eliminate the reasonable mitigating measures required to minimize effects of the projects on the hunting, fishing and trapping by the native people and there shall be remedial works for these projects. Nothing herein shall prevent La Société d'énergie de la Baie James and/or Hydro-Québec from entering into agreements with the Crees and/or the Inuit for the purpose of establishing joint or separate remedial work activities.

JBNQA, par. 8.1.3

A. corr.

8.2 Specific provisions related to the diversion of the Eastmain and Opinaca Rivers

8.2.1 Flow maintenance in the diverted rivers

In view of the findings of the study group established to assess the benefits of partial flow maintenance in the Eastmain and Opinaca Rivers and its recommendation that such flow maintenance is not warranted in relation to the potential benefits, the flow of the Eastmain and Opinaca Rivers at the points of diversion shall not be maintained after the said rivers have been diverted.

In view of the foregoing, La Société d'énergie de la Baie James agrees to pay, in the manner set forth hereinafter, a total amount of thirteen million dollars (\$13,000,000.00) which shall be applied to the remedial works and programs contemplated by Sub Section 8.9 herein, and this amount shall be part of the financing for La Grande Complex Remedial Works Corporation created in the Sub Section 8.9.

JBNQA, par. 8.2.1

A. corr.

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 596.0 feet above MSL by the excavation of a channel and/or construction of a weir at the outlet of said lake and to maintain a minimum flow at that point, if required.

The design of the outlet channels and/or weirs shall be such that the maximum water elevation in Sakami Lake shall not normally exceed the official recorded historic maximum water level.

The diverted flow from the Eastmain and Opinaca Rivers through the control structure at the Opinaca Reservoir outlet shall not exceed 70,000 cubic feet per second.

La Société d'énergie de la Baie James undertakes that if any channel excavation at the outlet and/or between the various parts of Sakami Lake is required, such work shall be carried out in a manner which shall hold to a minimum the detrimental impacts on the fauna in the area and further undertakes that erosion from the diversion flow from the Opinaca Reservoir through Lake Boyd to Lake Sakami shall not cause irreparable damage to the fauna in the Lake Sakami area.

8.2.3 Water levels in the Opinaca reservoir

Notwithstanding Schedule 1 of this Section the lower and upper limits of the water levels in the Opinaca reservoir shall be Elevation 695.0 feet and 710.0 feet respectively above MSL. La Société d'énergie de la Baie James may use any operating levels within this range provided that the design of the reservoir allows for 125 billion cubic feet live storage.

During spring run-off each year, the control structure from the Opinaca reservoir to Lake Boyd shall be operated in a maximum open position, provided that the water levels for Sakami Lake specified in paragraph 8.2.2 above are not exceeded and provided that the storage capacity of the LG 2 reservoir permits.

Furthermore, should the estimated spring run-off for any one year indicate that spilling through the spillways into the Eastmain and/or Opinaca Rivers may be required, La Société d'énergie de la Baie James undertakes to distribute the spills over the longest practical period to minimize the peak discharges.

Whenever such spills have taken place, La Société d'énergie de la Baie James shall furnish to the Grand Council of the Crees (of Québec) details of such spills and daily discharge records.

8.2.4 Permanent non-native community for the diversion of the Eastmain and Opinaca Rivers

La Société d'énergie de la Baie James undertakes that no permanent non-Native community, town or settlement shall be built in connection with the construction, operation and maintenance of the diversion of the Eastmain and Opinaca Rivers.

8.3 Clearing of reservoirs and forebays

8.3.1 Objectives

Except where expressly provided otherwise elsewhere in this Sub Section 8.3, the clearing of forebays and reservoirs created for Le Complexe La Grande (1975) shall be carried out taking into consideration the clearing objectives in the document attached hereto as Schedule 2 of the present Section entitled "Clearing objectives and specifications of Le Complexe La Grande (1975)".

JBNQA, par. 8.3.1

A. corr.

8.3.2 LG 1 forebay

The LG 1 forebay shall be cleared entirely from the maximum water level of the forebay to a level such that there is a clearance of 10 feet between the minimum water level of the forebay and the top of remaining trees and brush therein. All floating debris in said forebay shall be removed from time to time by La Société d'énergie de la Baie James at its expense.

8.3.3 Opinaca reservoir

The Opinaca reservoir shall be cleared in part to the extent indicated on the plan attached hereto as Schedule 3 of the present Section. Such plan may be modified by mutual agreement between La Société d'énergie de la Baie James and the Grand Council of the Crees (of Québec).

8.3.4 LG 2, LG 3, LG 4 forebays and Caniapiscou reservoir

Selective clearing in LG 2, LG 3 and LG 4 forebays and Caniapiscou reservoir shall be carried out and the extent of such clearing shall take into consideration the objectives for clearing of reservoirs and forebays for Le Complexe La Grande (1975) provided for in Schedule 2 of this Section.

In addition, the need for migration corridors for caribou shall be considered and clearing, if required, shall be carried out for such corridors in the drawdown areas.

The plans for clearing of said forebays and reservoirs shall be submitted to the Environmental Expert Committee of La Société d'énergie de la Baie James for review and recommendation.

It is understood that the Cree representative on the said Committee shall have the right to submit specific briefs to the Committee regarding Cree needs for cleared areas, debris control and other similar matters to facilitate their hunting, fishing and trapping activities.

8.3.5 EM 1 and LA 1 Powerhouses

Should the EM 1 and/or the LA 1 powerhouses and dams be constructed, the clearing shall be carried out in accordance with the provisions of paragraph 8.3.4 above.

8.3.6 Extent of clearing

It is acknowledged that La Société d'énergie de la Baie James shall have the final decision as to the extent of the said selective clearing in the forebays and reservoirs mentioned in paragraphs 8.3.4 and 8.3.5 hereinabove.

8.3.7 Cost of clearing

All clearings contemplated by the present Sub Section shall be paid entirely by La Société d'énergie de la Baie James.

8.4 Control of water level fluctuations in forebays and reservoirs

La Société d'énergie de la Baie James and/or Hydro-Québec undertakes to control the seasonal variation of levels in the forebays and reservoirs of Le Complexe La Grande (1975) with maximum consideration for environmental objectives within the technical-economic limitations for operating the hydroelectric installations.

JBNQA, subs. 8.4

8.5 Fort George erosion control

8.5.1 Scope of undertaking

a) Changes in the flow regime of the La Grande River

It is acknowledged that with the construction of Le Complexe La Grande (1975) including the diversions of the major parts of the Eastmain and Opinaca basin and of a part of the Caniapiscau River basin, the flow regime in the La Grande River will be altered from the historic regime.

b) Potential effects on erosion of the Fort George Island

It is acknowledged that such altered flow regime may have effects upon erosion and sediment deposit patterns in the La Grande River estuary.

Some of these changes may be predicted by model studies; however, because of the complex inter-relationships among the river flows, transport of suspended sediment and wave and tidal action, some of the effects can only be detected after the new river regime has been in operation for several years.

c) Definition of undertaking

In view of the foregoing conditions, La Société d'énergie de la Baie James undertakes as an obligation that it will control future erosion of Fort George Island near the mouth of the La Grande River to the extent necessary to maintain in essence the present configuration of the island, particularly with reference to the Fort George settlement and other existing installations. However, this obligation shall not extend to erosion which is clearly not attributable to the construction, operation or maintenance of Le Complexe La Grande (1975).

8.5.2 Details of undertaking

a) Required studies and design

The obligation defined in sub-paragraph 8.5.1 c) shall include the carrying out of model studies to predict likely erosion patterns after the completion of Le Complexe La Grande (1975) as well as the monitoring of erosion and the design, construction and maintenance of erosion control measures.

b) Erosion control works and prior native consultation

La Société d'énergie de la Baie James shall be entitled to select the methods for the erosion control contemplated by this Sub Section and shall have full access to the shores and the land adjacent to these

shores of the Fort George Island for the purposes of constructing, maintaining and operating erosion control works.

Prior to carrying out such erosion control measures, La Société d'énergie de la Baie James shall advise the Fort George Band Council of its plans, shall explain anticipated developments and planned remedial measures and shall consult with the said band council thereon.

c) Funding

All erosion control measures contemplated by this Sub Section shall be paid entirely by La Société d'énergie de la Baie James.

8.6 Fort George special undertakings

8.6.1 Preamble

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) and in particular in consideration of their consent to the construction of the LG 1 power plant at or about mile 44 of the La Grande River.

8.6.2 Permanent crossing to Fort George Island

La Société d'énergie de la Baie James agrees to design and construct a bridge and/or a bridge-causeway and access roads from the village to the existing permanent road going to LG 2 in order to provide a permanent access to the Fort George Island, to the extent of the availability of funds to be supplied by the Department of Indian and Northern Affairs or other federal departments, and provided that the Native people or their representatives obtain all required governmental approvals.

8.6.3 Temporary crossing to Fort George Island

La Société d'énergie de la Baie James shall furnish a ferry to be operated by the Fort George Band Council, or, at the option of La Société d'énergie de la Baie James, rent a ferry with operators similar to that in operation during 1975, in order to provide a temporary access to Fort George Island during the ice free season prior to the completion of the permanent crossing, for an average of eight (8) hours a day during daylight when weather permits.

Vehicles and passengers using such ferry within the capacity of the ferry shall be transported at no cost to them except as mentioned below. Such gratuitous use, however, shall not extend to cargo and to cargo handling.

Notwithstanding the above, this ferry shall be provided until the end of the navigation season of 1976 or the completion of the permanent crossing if this completion is delayed on account of events under the control of La Société d'énergie de la Baie James.

La Société d'énergie de la Baie James shall pay all expenses connected with the supplying or renting of a ferry as provided for hereinabove. However, should the ferry be operated by the Fort George Band Council, the said council shall pay for the costs of operation of such ferry. In such case, the said council may charge users a reasonable fee to cover cost of operation.

8.6.4 Completion of airstrip at Mile 3

La Société d'énergie de la Baie James shall cooperate with the Crees and support their request to Canada for the completion of the airstrip located at Mile 3 of the permanent access road to Fort George.

8.6.5 Fort George Community Center

La Société d'énergie de la Baie James shall contribute 50% of the costs, to a maximum of two hundred thousand dollars (\$200,000.00) for the design and construction of a community center for the Fort George community, should such community center be built before 1980 unless a later date is mutually agreed upon between La Société d'énergie de la Baie James and Fort George Band Council. Such contribution shall be paid in instalments as and when construction proceeds.

8.6.6 Grand Council of the Crees (of Québec) temporary office

La Société d'énergie de la Baie James shall supply at no cost to the Grand Council of the Crees (of Québec), but without warranty, a pre-fabricated unit of up to 1,500 square feet to serve as an office for the Grand Council of the Crees (of Québec) at Fort George and shall deliver the unit to Fort George at no cost to the said Grand Council.

The Grand Council of the Crees (of Québec) shall be responsible and pay for all costs thenceforward including costs of installation.

Upon delivery, the ownership of the said unit shall vest in the Grand Council of the Crees (of Québec). The Grand Council of the Crees (of Québec) and La Société d'énergie de la Baie James undertake to sign all necessary documents to effect such transfer of ownership from La Société d'énergie de la Baie James to the Grand Council of the Crees (of Québec).

8.6.7 Additional community benefits

La Société d'énergie de la Baie James shall make available to the Fort George Band, at no cost to the said band, three million dollars (\$3,000,000.00) worth of buildings, including appurtenances, from the LG 2 campsite, when such buildings are no longer necessary for the construction of Le Complexe La Grande (1975).

For the purpose of the present clause, the value of the said buildings and appurtenances shall be calculated on the basis of the original cost to La Société d'énergie de la Baie James, including costs of transportation, erection and installation, but exclusive of the cost of foundations.

The notification, selection and removal of the said buildings shall be carried out in accordance with the following procedure:

- a) within three (3) months of the completion of the LG 2 project, or at any time prior to such date, at the option of La Société d'énergie de la Baie James, said corporation shall furnish to the Fort George Band a list of available buildings and appurtenances with the anticipated date of availability of such buildings and the cost of each building as established in the present paragraph;
- b) within three (3) months of the receipt by the Fort George Band of such notification, or upon the completion of the LG 2 project, whichever date is the later, the Fort George Band shall select the buildings and appurtenances to which it is entitled hereunder and shall notify La Société d'énergie de la Baie James in writing of its choices;
- c) within twelve (12) months of the later date of such notification by the Fort George Band of its selection or the date of completion of the LG 2 project, the Fort George Band shall remove or cause to be removed all the buildings and appurtenances to which it is entitled in virtue of the provisions of this paragraph 8.6.7;
- d) if the buildings and appurtenances are not removed by the Fort George Band within the period stipulated in sub-paragraph 8.6.7 c) hereof, all obligations of La Société d'énergie de la Baie James under this paragraph 8.6.7 shall cease and La Société d'énergie de la Baie James shall be relieved of all responsibilities and shall be under no further obligation to the Fort George Band in virtue of the present

paragraph 8.6.7 and La Société d'énergie de la Baie James shall be entitled to deal with and dispose of such buildings and appurtenances as it sees fit;

e) La Société d'énergie de la Baie James and the Fort George Band may establish any other procedure by mutual agreement concerning the matters dealt with in the present paragraph 8.6.7.

The selection of the said buildings, up to the said total maximum amount of three million dollars (\$3,000,000.00), shall be made by the Fort George Band Council or its duly authorized representatives from the said list which shall indicate the cost of each building in accordance with the provisions of this paragraph 8.6.7.

The said list prepared by La Société d'énergie de la Baie James may exclude certain buildings, such as the main kitchen and cafeteria, the hospital, the police and fire station, the generating station and other similar structures, but this list shall not exclude more than 10% of the number of buildings which are the property of La Société d'énergie de la Baie James.

If the said Fort George Band takes possession of the said available buildings and appurtenances in accordance with the provisions of this paragraph 8.6.7 within the time stipulated hereinabove, La Société d'énergie de la Baie James shall transfer the ownership as and from the taking of possession of all such buildings and appurtenances so made available to the Fort George Band in consideration of the matters mentioned in paragraph 8.6.1 and La Société d'énergie de la Baie James and the Fort George Band shall sign all documents necessary to effect the foregoing.

Such buildings and appurtenances shall be transferred by La Société d'énergie de la Baie James without warranty but at no cost to the said band.

The Fort George Band shall take the buildings in the condition in which they are at such time and dismantle and re-locate them at its own cost.

8.6.8 Supply of electricity to Fort George

La Société d'énergie de la Baie James and/or Hydro-Québec undertake to supply electrical power to the Fort George settlement from LG 1 as soon as this powerhouse becomes operational.

The cost of electricity shall then be based on standard provincial rates for all users. Supply shall be limited to the capacity of the line which is constructed.

Nothing herein shall affect the rights or obligations of the parties to the Protocole d'Entente presently in force between Canada, Québec and Hydro-Québec concerning the supply of electric power in isolated northern Québec communities executed by the parties on March 1, 1974, January 29, 1974 and December 21, 1973 respectively.

8.6.9 Temporary water supply for Fort George

In view of the fact that La Société d'énergie de la Baie James has endeavoured to provide a temporary water supply for the village of Fort George by means of the construction of a well and since the well has not given satisfactory results, La Société d'énergie de la Baie James shall continue to study alternative means of providing a satisfactory water supply for Fort George prior to the construction of the permanent water supply system mentioned in Sub Section 8.7 hereof.

If a solution to the temporary water supply is not found, La Société d'énergie de la Baie James shall accelerate the construction of the permanent water intake as defined in said Sub Section 8.7.

8.7 Permanent water supply at Fort George and Eastmain communities

8.7.1 Scope of undertaking

La Société d'énergie de la Baie James undertakes to design, construct, commission and pay for water supply systems exclusive of any distribution systems, for the communities of Fort George and Eastmain.

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

The temporary water supply for Fort George referred to in paragraph 8.6.9 may be used if it meets the standards stipulated herein.

The parties acknowledge that the water supply systems 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 systems shall be transferred respectively to the Fort George and Eastmain bands or their nominees 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 systems shall be designed to meet the demand requirements as set forth below.

Furthermore, the systems 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 rivers. 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 systems shall be at the option of La Société d'énergie de la Baie James, provided that such locations are not objected to by the band council in the respective communities. If an objection is made by either band council, it shall show cause for such objection.

8.7.4 Compatibility with future distribution systems

The development plans for Fort George and Eastmain settlements include new water distribution systems and thus the design of the water supply systems shall be based on optimization of both the future water supply contemplated herein and the future distribution systems. 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 systems.

8.7.5 Fort George system

a) Projected demand for Fort George

The design of the water supply system for Fort George shall be based on a future population of 3,000 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 the end of 1976.

c) Special conditions

It is acknowledged that certain operations in connection with the construction of Le Complexe La Grande (1975) may temporarily affect the water in the La Grande River. It shall be the responsibility of La Société d'énergie de la Baie James to provide a continuous water supply for Fort George during this period, should the system then in operation be affected by the construction of Le Complexe La Grande (1975).

8.7.6 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 the end of 1977.

8.8 Other undertakings

8.8.1 Road network within Le Complexe La Grande (1975)

The roads built by La Société d'énergie de la Baie James and/or La Société de développement de la Baie James for Le Complexe La Grande (1975) in the territory may be used by the Crees, except for roads within work camps and construction sites, as soon as such roads have been completed and are safe, subject to the observance of regulations applicable from time to time.

The Crees may also use the service stations along these roads in the same manner as all other road users.

8.8.2 Supply of electricity to isolated northern communities

The parties hereto agree to accelerate the execution of the Protocole d'Entente referred to in paragraph 8.6.8 providing for the supply of electricity to isolated Québec northern communities.

8.9 Remedial works and other ameliorating undertakings

8.9.1 Preamble

It is acknowledged that some of the potential impacts and many of the remedial measures related to Le Complexe La Grande (1975) cannot be determined at this time and that remedial measures shall need to be studied, planned and executed during the construction and operation period of Le Complexe La Grande (1975).

Consequently, the parties agree that a continuing relationship between the Crees and La Société d'énergie de la Baie James is necessary to further assess the impacts from the project on the Cree way of life and to carry out alleviating measures.

Such continuing relationship between the Crees and La Société d'énergie de la Baie James shall be established through the formation of a corporation under the English name of La Grande Complex Remedial Works Corporation and under the French name of La Société des Travaux de Correction du Complexe La Grande, hereinafter referred to as SOTRAC.

SOTRAC will be financed by La Société d'énergie de la Baie James, as provided for and within the limitations stipulated in paragraph 8.9.4 hereafter.

8.9.2 SOTRAC

SOTRAC shall be established as a non-profit Québec company under Part III of the Québec Companies Act or under other Québec legislation.

La Société d'énergie de la Baie James and the Grand Council of the Crees (of Québec) shall take the necessary measures to effect such incorporation forthwith upon the execution of the Agreement.

There shall be two classes of membership, one class of which shall be voting and the other non-voting. There shall be equal representation of La Société d'énergie de la Baie James and the Grand Council of the Crees (of Québec) in the voting membership of the Corporation. Both La Société d'énergie de la Baie

James and the Grand Council of the Crees (of Québec) may replace the members representing them from time to time at their discretion.

The board of directors shall consist of five (5) members, one of whom shall be non-voting (“honorary”). Two (2) of the voting directors shall be appointed by or with the consent of the Grand Council of the Crees (of Québec), and the two (2) others by or with the consent of La Société d'énergie de la Baie James. The non-voting member of the board shall be appointed by or with the consent of the Grand Council of the Crees (of Québec) subject to the concurrence of La Société d'énergie de la Baie James in regard to such appointment.

To be valid, any resolution by the board of directors must have the assent of the majority of the voting directors present including at least one voting member of the Grand Council of the Crees (of Québec) and one voting member of La Société d'énergie de la Baie James.

In the case of an equal vote in respect to a proposed resolution, the matter forming the object of the proposal may be submitted to binding arbitration by any director present when such resolution was voted on as provided in Sub Section 8.16.

The application for incorporation and proposed by-laws shall be such as to give effect to the intent of the provisions of the present Sub Section.

The object of SOTRAC shall be to plan, evaluate, authorize, execute and operate, by itself or by others, remedial works and programs provided for within the scope and limitations defined hereafter.

The purpose of such remedial works and programs shall be primarily to alleviate negative impacts of Le Complexe La Grande (1975) on hunting, fishing and trapping of the Crees and on activities related to such hunting, fishing and trapping, and secondarily to provide for enhancement works carried out to offset such negative impacts.

Without restricting the generality of the foregoing, SOTRAC shall have the sole responsibility for:

- a) All works related to the planning and execution of the capture, harvesting and/or re-location of animals prior to, during and after the filling of the reservoirs and forebays within Le Complexe La Grande (1975). In works related to the Caniapiscou reservoir, some Inuit will be employed, if available.
- b) All works related to the planning and execution of the re-organization of the Cree traplines as consequence of Le Complexe La Grande (1975).
- c) All works related to the planning and execution of general remedial works benefiting the Crees downstream of LG 1 and downstream of the points of diversion of the Eastmain and Opinaca Rivers.

However, the undertakings of La Société d'énergie de la Baie James under Sub Sections 8.5, 8.6 and 8.7 of this Section shall not be the responsibility of SOTRAC.

- d) The administration and operation of SOTRAC including fees, salaries, travel expenses, office space, office supplies, and all other costs related to the administration and operation of SOTRAC.

The board of directors of SOTRAC shall be restricted to the mandate and responsibilities set forth in this Sub Section. For greater clarity, a list of permissible remedial works and programs which may be carried out by SOTRAC is attached hereto as Schedule 4 to form part hereof.

In general, the decisions shall be taken within the definition of permissible remedial works and programs and budgetary restraints. The Crees, through their representatives on SOTRAC, shall generally propose remedial works and programs to be undertaken. However, La Société d'énergie de la Baie James and other parties to the Agreement may also propose remedial works and programs for consideration by the board of directors of SOTRAC.

La Société d'énergie de la Baie James shall, through their representatives on SOTRAC, advise the Crees on compatibility of proposed programs with project undertakings and on scientific, technical and economic aspects of proposed programs.

La Société d'énergie de la Baie James representatives may oppose proposals before the board of directors of SOTRAC which they consider outside the defined permissible scope of remedial works and programs, proposals which are deemed incompatible with project plans and programs which do not comply with the rules and procedures for expenditure of public funds. The Grand Council of the Crees (of Québec) representatives may oppose programs which they deem incompatible with the interests of the Crees, or they consider outside the defined permissible scope of remedial works and programs. Such opposition shall not be exercised unduly and shall, if requested by either party, be subject to binding arbitration as provided in Sub Section 8.16.

All works carried out on behalf of SOTRAC shall be subject to applicable laws and regulations and shall be subject to the various regimes established by the Agreement.

SOTRAC operations shall be managed by a limited full-time staff reporting directly to the SOTRAC board of directors. The head office shall be located in Montreal and a branch office or branch offices shall be established to the extent required.

Remedial works and programs approved by SOTRAC may be carried out through third party contracts awarded, administrated and supervised by La Société d'énergie de la Baie James until December 31, 1982 and thereafter directly by SOTRAC.

The transactions and contracts shall be in French and English, except when otherwise authorized by the board of directors of SOTRAC. SOTRAC shall arrange and pay for translations authorized by the board of directors of SOTRAC from time to time. Responsibility for translations to and from Cree shall rest with the Grand Council of the Crees (of Québec), but shall be paid for by SOTRAC.

The Crees shall have a preferential status for employment arising from remedial works and programs carried out by or on behalf of SOTRAC. Further, SOTRAC shall as far as practical design contract packages for remedial works and programs so the Cree bands and/or Cree enterprises get a fair opportunity to tender on contracts for such works and programs. For the award of contracts by SOTRAC, the Cree bands and Cree enterprises shall enjoy a 10% price preferential. SOTRAC shall take all administrative steps to implement the foregoing.

8.9.3 Modification of membership in SOTRAC

Until January 1st, 1986 and until all payments by La Société d'énergie de la Baie James provided for hereinafter for SOTRAC financing have been made, La Société d'énergie de la Baie James and the Grand Council of the Crees (of Québec) shall retain their representation in SOTRAC, unless otherwise mutually agreed to by both parties. Upon such agreement, one of the parties may withdraw. The consent of both parties to such withdrawal shall be given by a formal resolution of the board of directors of each of La Société d'énergie de la Baie James and the Grand Council of the Crees (of Québec) communicated to the other party and to SOTRAC.

After January 1st, 1986 and after all payments by La Société d'énergie de la Baie James provided for hereinafter for SOTRAC financing have been made, La Société d'énergie de la Baie James shall have the option to withdraw its participation and representation in SOTRAC, by resolution of the board of directors of La Société d'énergie de la Baie James communicated to the Grand Council of the Crees (of Québec) and to SOTRAC.

The parties agree to execute the necessary legal documents to give effect to the above.

The rights, interest and obligations of La Société d'énergie de la Baie James shall be transferred to Hydro-Québec in case La Société d'énergie de la Baie James should be dissolved before SOTRAC is dissolved.

In case the Grand Council of the Crees (of Québec) ceases to participate or ceases to represent the majority of the Cree people, the James Bay Cree shall designate a successor to the Grand Council of the Crees (of Québec) for the purposes herein.

In the case of withdrawal of participation by either party, but subject to the immediately preceding paragraph, the corporation whose representatives remain in SOCTRAC shall have the right to appoint all the members and the voting restrictions shall cease to apply.

8.9.4 Financing of SOTRAC

La Société d'énergie de la Baie James shall pay a total amount of thirty million dollars (\$30,000,000.00) in accordance with the terms and schedule hereafter set forth for the purposes to pay for all costs of the activities of SOTRAC authorized herein, except for the services furnished free of charge by La Société d'énergie de la Baie James stipulated in this sub-paragraph 8.9.4 b).

The said thirty million dollars (\$30,000,000.00) shall include the amount of thirteen million dollars (\$13,000,000.00) provided for in paragraph 8.2.1 of this Section.

a) Payment Schedule

During the main construction period defined for the purpose of this sub-paragraph as the period from the execution of the Agreement through December 31, 1982, La Société d'énergie de la Baie James shall pay for the account of SOTRAC for the cost of remedial works, programs and administration of SOTRAC, a total amount of nine million dollars (\$9,000,000.00) up to the following amounts during each of the calendar years scheduled:

1976	\$ 250,000.00
1977	500,000.00
1978	750,000.00
1979	1,000,000.00
1980	1,500,000.00
1981	2,500,000.00
1982	2,500,000.00

Any portion of said annual amounts not expended at the end of each calendar year shall be paid to SOTRAC. Such amounts may be used in whole or in part for Remedial Works and Programs in subsequent years and/or invested as hereinafter determined.

Commencing January 1st, 1983, SOTRAC shall become self-financing and La Société d'énergie de la Baie James shall pay to SOTRAC the remaining twenty one million dollars (\$21,000,000.00) as follows:

January 1, 1983	\$ 2,000,000.00
January 1, 1984	2,000,000.00
January 1, 1985	2,000,000.00
January 1, 1986	15,000,000.00

The said amounts and any amounts not expended during the main construction period as provided hereinbefore shall be invested as determined from time to time by the SOTRAC board of directors and the earnings from such investment shall finance remedial works and programs and the administration of

SOTRAC, provided that on resolution by the SOTRAC board of directors, some principal capital may be used if required for major remedial works.

b) Services by La Société d'énergie de la Baie James

During the main construction period La Société d'énergie de la Baie James shall without cost to SOTRAC prepare contract documents including drawings and specifications, when cost of such drawings and specifications is incurred through the permanent staff of La Société d'énergie de la Baie James, call for tenders, evaluate, award, administrate and supervise contracts for remedial works and programs authorized by SOTRAC. La Société d'énergie de la Baie James shall further during the main construction period furnish without cost to SOTRAC administrative services such as accounting, bookkeeping, payroll and related functions including up to 1000 square feet of office space according to La Société d'énergie de la Baie James standards as required for the SOTRAC Head Office permanent staff and Cree liaison workers.

From January 1, 1983 SOTRAC shall pay for all cost of administration, remedial works and programs except that La Société d'énergie de la Baie James shall absorb the cost of salaries and travel expenses of the members and directors of SOTRAC appointed by La Société d'énergie de la Baie James.

La Société d'énergie de la Baie James shall make available to SOTRAC free of charge scientific and technical information arising from ongoing environmental programs of La Société d'énergie de la Baie James which may be useful to the SOTRAC activities as long as La Société d'énergie de la Baie James participates in SOTRAC.

JBNQA, par. 8.9.4
A. corr.

8.10 Special provisions related to the diversion of part of the basin of the Caniapiscou River

The Fort Chimo people are guaranteed the same harvest of fish for equal effort and La Société d'énergie de la Baie James will take the necessary measures to do this at its expense.

There shall be remedial measures taken to minimize to a reasonable extent the impacts of the Caniapiscou diversion, particularly on the salmon.

There shall be general remedial works carried out at the cost of La Société d'énergie de la Baie James to minimize to a reasonable extent all possible and probable damages resulting to the Native people or to the animals, birds and fishes upon which they depend, from Le Complexe La Grande (1975).

A mechanism shall be established whereby any individual trapper whose equipment has been damaged may receive personal compensation for valid claims.

All cost and expenses contemplated to be incurred by the above provisions shall be for the account of and be paid by Québec and/or La Société d'énergie de la Baie James.

All studies, plans, monitoring and remedial works that may arise from the above provisions shall be decided, managed and supervised by La Société d'énergie de la Baie James.

Notwithstanding the above, La Société d'énergie de la Baie James shall forthwith, upon the execution of the Agreement, establish and provide for the funding of a joint study and research group which shall study the fishes of the Caniapiscou and Koksoak Rivers before and after the diversion of part of the basin of the Caniapiscou River as provided for hereinafter.

8.10.1 Caniapiscou-Koksoak joint study group

The Caniapiscou-koksoak joint study group shall conduct studies to determine the impacts, if any, caused by the diversion of Caniapiscou River, on the fishes of the Caniapiscou-Koksoak river system.

a) Membership

The Caniapiscau-Koksoak joint study group shall be composed of such members as may be designated by La Société d'énergie de la Baie James either from within the ranks of its employees or from outside sources. The members of this joint study group shall, to the extent possible, remain the same throughout the period within which the study and research group performs its duties.

Notwithstanding the above provision, one member of this joint study group shall be a member designated by the Community Council or the Council of the Municipal Corporation of Fort Chimo, as the case may be. The member so designated shall officially become a member of the said joint study group upon the approval of La Société d'énergie de la Baie James, which approval may not be unreasonably withheld and, in any event, may only be withheld for reasons of professional standing or qualification. Such member will be provided with an Inuk assistant to act as a liaison and information officer for the Inuit community of Fort Chimo and such assistant will be paid on a per diem basis for time approved by La Société d'énergie de la Baie James.

Notwithstanding the foregoing, Environment Canada shall be permitted and encouraged by all parties to sit in an advisory capacity on this joint study group. The study group may also, from time to time, invite, in an advisory capacity, representatives of other organizations or bodies who may have an interest in the work of the study group.

b) Mandate

The mandate of the Caniapiscau-Koksoak joint study group shall be determined by La Société d'énergie de la Baie James and shall include, but not be limited to the following:

- Study the impacts of the Caniapiscau diversion on the fish harvest of the people of Fort Chimo and particularly on the salmon and to recommend remedial measures with a view to minimizing to a reasonable extent the impacts of such diversion.
- Review existing data and in particular those obtained through the study of present levels of harvesting contemplated in Section 24 of the Agreement and establish, for such data and/or other studies if required, the average fish catch and the level of fishing effort of the Fort Chimo people for the past five (5) years.
- Study the impacts of the Caniapiscau diversion on the wildlife resources of the Territory north of the 55th parallel with a view to minimizing to a reasonable extent such impacts of such diversion.

Canada, through its appropriate departments, shall provide the joint study group with all available federal information pertaining to the fishes of the Caniapiscau-Koksoak river system.

c) Salary and reasonable expenses of the Inuit representative

The salary and reasonable expenses of the Inuit representative and his Inuk assistant will be established by La Société d'énergie de la Baie James on the basis of their qualifications and will be paid by La Société d'énergie de la Baie James only for actual time spent on the business of the study group, and the appropriate administrative procedures of La Société d'énergie de la Baie James shall apply in this respect.

JBNQA, par. 8.10.1

A. corr.

8.10.2 Employment

To the extent that it is feasible, Native people shall be employed by La Société d'énergie de la Baie James in the carrying out of research, monitoring and other functions for the work that will be carried out by La Société d'énergie de la Baie James in the area north of the 55th parallel of latitude.

For such work, La Société d'énergie de la Baie James shall cooperate with the Inuit community of Fort Chimo in the development and implementation of on the job training programs designated to upgrade the

skills of Inuit persons who are or might be employed in the carrying out of work by La Société d'énergie de la Baie James.

8.10.3 Water spilling in the Caniapiscou River

Should the estimated spring run-off for any one year indicate that spilling in the Caniapiscou River may be required at the diversion point, La Société d'énergie de la Baie James undertakes to distribute the spills over the longest practical period to minimize the peak discharges.

Whenever such spills have taken place, La Société d'énergie de la Baie James shall furnish to the Fort Chimo Community Council or the Inuit Community Corporation of Fort Chimo the details of such spills and daily discharge records.

JBNQA, par. 8.10.3
A. corr.

JBNQA, subs. 8.10
A. corr.

8.11 Representation on the environmental expert committee of La Société d'énergie de la Baie James

La Société d'énergie de la Baie James shall carry out and pay for its normal environmental program including impact assessments and remedial works to be studied, decided, planned, executed and supervised through its normal administrative procedure. The Crees and the Inuit shall have an opportunity for input into the hereinabove mentioned activities through representation on James Bay Energy Corporation Environmental Expert Committee, as provided for below.

8.11.1 The Environmental Expert Committee of La Société d'énergie de la Baie James

The Environmental Expert Committee of La Société d'énergie de la Baie James is organized to review from time to time environmental impact assessments of the various project features for the purpose of minimizing potential negative environmental impact of the project consistent with technical and economical objectives, and to maximize potential positive effects consistent with technical and economical objectives. The members of the said committee may vary at the discretion of La Société d'énergie de la Baie James.

Issues to be placed before the Environmental Expert Committee for review and recommendations shall be submitted to the members for review and analysis prior to the meetings.

Recommendations of the Environmental Expert Committee are submitted to La Société d'énergie de la Baie James Management Committee and, when appropriate, to the board of directors which makes the final decision as to the implementation of the recommendations.

8.11.2 Scope of activities

Under La Société d'énergie de la Baie James environmental program, environmental studies and considerations form an integral part of the decision making process. These studies and considerations deal with all features of the project, such as flow maintenance during construction, including LG 2, clearing of reservoirs, impact on fauna and ameliorating measures such as preparation of spawning grounds, location of access roads and others.

8.11.3 Cree representation on the Environmental Expert Committee

The James Bay Crees shall be entitled to have one regular representative on La Société d'énergie de la Baie James Environmental Expert Committee who may participate as a full-fledged member.

The Cree representative shall be designated by the Grand Council of the Crees (of Québec) subject to approval by La Société d'énergie de la Baie James. The appointment of such representative shall be for one-year periods.

8.11.4 Inuit representation on the Environmental Expert Committee

The Inuit shall be entitled to have one representative on the La Société d'énergie de la Baie James Environmental Expert Committee. This representative may participate as a full-fledged member, but may only intervene or submit briefs on matters which may affect the area north of the 55th parallel of latitude.

The Inuit representative shall be designated by the Northern Quebec Inuit Association, subject to the approval by La Société d'énergie de la Baie James. The appointment of such representative shall be for one-year periods.

8.11.5 Participation in the proceedings of the Environmental Expert Committee

The Cree and Inuit representatives on the Environmental Expert Committee shall be afforded similar rights and obligations as the regular members appointed by La Société d'énergie de la Baie James.

8.11.6 Remuneration

The representatives of the James Bay Crees and the Inuit of Québec shall receive remunerations corresponding to those paid to the other members of the Committee, taking into account qualifications and experience of said representatives.

8.12 Compensation procedure for damage to trappers' equipment and facilities by the construction of Le Complexe La Grande (1975)

La Société d'énergie de la Baie James and the Grand Council of the Crees (of Québec) shall enter into a contract forthwith after the execution of the Agreement establishing an appropriate procedure for settlement of any claim against La Société d'énergie de la Baie James for damage to trappers' equipment and facilities caused by the construction of Le Complexe La Grande (1975).

8.13 Procedures for identification and re-location upon request of burial sites

La Société d'énergie de la Baie James and the Grand Council of the Crees (of Québec) shall enter into a contract forthwith after the execution of the Agreement establishing an appropriate procedure for identification and re-location upon request of burial sites of native people in locations affected by the works of Le Complexe La Grande (1975) and affected by the flooding areas created by Le Complexe La Grande (1975).

8.14 Preferential provisions for project employment and contracts for the Crees

La Société d'énergie de la Baie James and Hydro-Québec undertake within their mandate and power to implement preferential arrangements to permit the Crees within their capabilities to obtain employment and competitive contracts on the Le Complexe La Grande (1975).

More specifically La Société d'énergie de la Baie James and Hydro-Québec undertake to:

8.14.1 Continue and improve procedures already in effect for employment during the construction of Le Complexe La Grande (1975) including transmission lines within the Territory.

8.14.2 Encourage within their mandate and power training and apprenticeship programs with particular emphasis on the need for the Crees to learn the higher skills within the construction industry such as electric installation, plumbing, carpentry, masonry and repair of equipment.

8.14.3 Study the implementation of a program to permit Crees to be educated and/or trained to meet the requirements for permanent employment in operation, maintenance and administration of Le Complexe La Grande (1975).

8.14.4 Develop contracting procedures and provisions which shall permit the Cree Bands or enterprises to tender for construction work and services which falls within their capabilities and expertise. Such contract procedures and provisions must be designed to give the Crees a fair opportunity to compete with other tenderers trying to obtain contracts for such construction work and services.

8.15 Fortuitous event

There shall be no liability under the present agreement for any party hereto in case of events beyond the control of such party and in case of fortuitous events, that is to say, any unforeseen event caused by superior force which it was impossible to resist. Without limiting the foregoing, fortuitous events shall include an act of public enemies, war, invasion, insurrection, riot, civil disturbance, labor strike and other similar events.

8.16 Arbitration

For the sole purpose of the application of Sub Section 8.9, La Société d'énergie de la Baie James and the Grand Council of the Crees (of Québec) hereby agree to submit any dispute pertaining to the application of said Sub Section 8.9 to binding arbitration in accordance with the laws of the Province of Québec and in a manner as hereinafter provided.

The arbitrators shall be three (3) persons chosen as follows, namely: La Société d'énergie de la Baie James shall nominate one arbitrator, the Grand Council of the Crees (of Québec) shall nominate one arbitrator and these two (2) nominated arbitrators shall agree upon a third. If the two (2) nominated arbitrators do not agree upon such third arbitrator within a period of thirty (30) days of the initial arbitration demand, then a Provincial Court judge shall be appointed by the Chief Justice of said Provincial Court by way of a motion by La Société d'énergie de la Baie James or the Grand Council of the Crees (of Québec) to said Chief Justice.

The arbitrators shall convene within thirty (30) days of the arbitration demand for the purpose of examining and determining the dispute that is submitted to them.

The award shall be rendered in writing within ten (10) days after the completion of the arbitration hearing and notice of said written award shall be forwarded to both La Société d'énergie de la Baie James and the Grand Council of the Crees (of Québec).

The award of arbitrators shall be final and binding upon La Société d'énergie de la Baie James and the Grand Council of the Crees (of Québec) but shall only be executed under the authority of a court having jurisdiction, and upon motion for homologation to execute it provided however that the said motion shall be made within one year from the date of the award.

8.17 Release

In consideration of and subject to the benefits and undertakings in favour of the Native people contemplated by this Agreement and except as otherwise provided for in this Agreement, the said Native people in respect to Le Complexe La Grande (1975) hereby release La Société d'énergie de la Baie James and/or Hydro-Québec and/or La Société de développement de la Baie James of all claims, damages, inconvenience and impacts of whatever nature related to the hunting, fishing and trapping of the Crees and of the Inuit and related activities and to their culture and traditional ways that may be caused by the construction, maintenance and operation of Le Complexe La Grande (1975), except however that such release shall not apply to the guarantee of La Société d'énergie de la Baie James or its successors or assigns for the same harvest of fish for equal effort to the Native people of Fort Chimo undertaken under the provisions of Sub Section 8.10 and for the utilization

of wildlife resources north of the 55th parallel by the Inuit of Québec insofar as such utilization may be affected by the Caniapiscou diversion.

8.18 Application of laws of Canada

Notwithstanding anything in this Section, the laws of Canada, from time to time in force, shall continue to apply to all development contemplated within the terms of this Section insofar as such laws are applicable to such development.

Canada acknowledges that the project and its components, as presently described in Schedule 1, are in substantial conformity with the requirements of applicable federal laws and regulations and consents to its construction in accordance with said description in so far as such consent is required.

8.19 Amendments

The provisions of paragraph 8.1.2 and sub-sections 8.2 to 8.17 as well as the provisions of paragraph 2.9.5 may be amended with the consent of La Société d'énergie de la Baie James, Hydro-Québec and the Grand Council of the Crees (of Québec) or its successor, until the coming into force of the legislation establishing the Cree Regional Authority and thereafter, the Cree Regional Authority or its successor, except if such amendment relates to the Caniapiscou Diversion, in which case the consent of the Northern Quebec Inuit Association or its successor until the coming into force of the legislation establishing La Société inuit de développement – The Inuit Development Corporation and thereafter, the said corporation or its successor will also be required.

Annexe 1

Section 8 Technical aspects

Société d'énergie de la Baie James

Le Complexe La Grande (1975)

Technical description

October 20, 1975

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		Plan de localisation
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Introduction

Numerous studies have been conducted regarding a hydroelectric development plan for the northern area of the James Bay Territory. Among several alternatives subjected to close consideration, the final plan chosen jointly by members of the Québec Hydroelectric Commission and the Board of Directors of the Société d'énergie de la Baie James, in broad terms can be outlined as follows:

- the construction of four powerplants, LG 1, LG 2, LG 3 and LG 4 on the La Grande River;
- the diversion of a portion of the watershed of the Caniapiscau River at Lake Duplanter, into the watershed of the Laforge River, a tributary of the La Grande River, upstream of the LG 4 powerplant;
- the diversion of the Eastmain and Opinaca Rivers towards the La Grande River, upstream from the LG 2 powerplant.

The total installed capacity of these four powerplants is 10 190 MW. The regulated mean annual flow of the La Grande River at the LG 1 powerplant will be approximately 118 000 cfs.

See Plates 1, 2 and 3 for maps of the area. The main features of the La Grande Complex are listed in the following tabulation.

La Grande Complexe (1975)

Main Features

Site	Description	Reservoir (ft)		Live	Number	Installed	Energy
		Level Min	Max	Storage	of	Capacity	(annual in
				(bcf)	Units	(MW)	billions of
							KWH)
LG-1	Powerplant	105	100	1.4	10	910	5.6
LG-2	Powerplant	575	550	690	16	5 328 (1)	35.8
LG-3	Powerplant	840	800	900	10	1 920 (1)	12.3
LG-4	Powerplant	1 235	1 200	250	8	2 032	14.1
Caniapiscau	Res. & Div.	1 760	1 717	1 400			
Opinaca	Res. & Div.	708	695	125			
Laforge	Diversion	1 590					
Frégate	Diversion	1 053					
Total				3 366	44	10 190 (2)	67.8

Note : (1) Only the installed capacities of LG 2 and LG 3 are final.

(2) Studies are being conducted regarding construction of other powerplants such as LA 1 on the Laforge River and EM 1 on the Eastmain River

Caniapiscau Reservoir and Laforge diversion

The raising of the water level of the Caniapiscau Reservoir and the construction of the Laforge diversion works permit the diversion of the water from the upper basin of the Caniapiscau River into the Laforge River, a tributary of the La Grande, upstream of LG 4.

The general layout of the area is shown on Plate 8.

The maximum and minimum levels of the Caniapiscau reservoir are Elevations 1 760 ft and 1 717 ft respectively with a total live storage of 1 400 bcf. A system of 32 dikes and two (2) dams is required, entailing approximately 35 300 000 yd³ of fill as well as 4 200 000 yd³ of excavation. The main dikes at the closure point of the Caniapiscau River are of the rock-fill type with glacial till core; these dikes account for approximately 80% of the total volume of fill material required.

The spillway, located at the northern end of the reservoir in the western arm of the river, has a capacity of 130 000 cfs and consists of two (2) gates, 40 ft wide and 55 ft high. This spillway will return excess water to the Caniapiscou River.

The water of the Caniapiscou reservoir will be channelled towards the control structure at the western end of the reservoir, north of Lake Brisay. This control structure has 4 gates 40 ft wide by 63 ft high for a capacity of 40 000 cfs at minimum water level; channel excavation amounts to about 2 000 000 yd³.

A diversion tunnel 45 ft wide, 55 ft high and 800 ft long, with a capacity of 88 000 cfs is required to execute the closure of the river.

Beyond the control structure, the water from the Caniapiscou is channelled into the “Laforge” diversion, a series of twelve (12) dikes requiring a total of 10 000 000 yd³ of fill and channels requiring some 500 000 yd³ of excavation. From there, the water follows the natural course of the Laforge, a tributary of the La Grande, to the LG 4 forebay.

The Caniapiscou construction site can be reached via a 200-mile access road from LG 4; a branch access road leads to the Laforge diversion.

Opinaca reservoir

The diversion of water from the watershed of the Eastmain, Petite Opinaca and Opinaca Rivers into the watershed of the La Grande requires damming these rivers. A dam on the Eastmain River, which includes a spillway raises the water until it spills over and flows into the basin of the Petite Opinaca, then into the Opinaca watershed and finally, via Lake Sakami into the La Grande River (see Plate 9).

The maximum water level of the Opinaca reservoir is Elevation 708 ft and the minimum Elevation 695 ft with a total live storage of 125 bcf.

The main dam on the Eastmain River is rockfill with glacial till core and has a maximum height of 100 ft. The spillway will be the first structure to be built; it will be used for the temporary diversion of water during construction of the dam. This spillway will have capacity of 200 000 cfs at the maximum level of 708 ft is located on the left bank of the Eastmain River and has three (3) gates 40 ft wide by 65 ft high.

A second spillway is located on the Opinaca River and has two (2) gates of the same dimensions as those of the Eastmain spillway.

The control structure located upstream of Lake Boyd which is used to regulate the flow of the Eastmain and Opinaca Rivers has three gates 40 ft wide by 33 ft high, with a capacity of 70 000 cfs.

Access roads some 50 miles long link the structures on the river with the main Matagami-LG 2 highway.

Fregate diversion

The water from the upper Sakami River normally flows into the de Pontois river from Fregate Lake and joins the La Grande upstream of LG 3. During flood conditions, increased water levels of Lake Fregate cause a partial spilling into the lower Sakami which flows into the La Grande River below LG 3. To avoid this loss of water, a retaining dike will be built; the crest length will be about 800 ft, the maximum height 50 ft and the fill volume 64 000 yd³.

Access will be by a winter road from the road connecting LG 3 and LG 4 near the Lemoyne substation.

Forebays and powerhouses

The LG 1, LG 2, LG 3 and LG 4 powerhouses are located respectively at mile 44, 73, 148 and 288 inland from the mouth of the La Grande River.

LG 1

The general layout of the LG 1 site is shown on Plates 4 and 10.

The maximum and minimum headwater levels are Elevation 105 ft and 100 ft respectively; the tail-race level under free-flow conditions and mean annual regulated flow of 118 000 cfs is Elevation 28.0 ft for a gross maximum head of around 77 ft.

The powerhouse is located above ground on the south side of the river and consists of ten (10) units of 91 MW each, for a total installed capacity of 910 MW under a net head of around 72 ft. During winter conditions, the discharge through the powerplant will be approximately 152 000 cfs.

Plate 11 shows a cross section of the powerhouse.

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 powerplant. A double-circuit 315-kV line, 18 miles long, connects the LG 1 powerplant to the Radisson collecting substation located some 12 miles west of the LG 2 powerhouse.

The spillway on the north side of the river will be used for temporary diversion during construction of the powerhouse; the spillway has eight (8) gates – 65 ft high by 40 ft wide with a capacity of 540 000 cfs at maximum level.

A retaining dike, rockfill with a glacial till core of 65 000 yd³ connects the spillway to the right bank while a concrete wall connects the powerhouse to the left bank.

LG 2

The LG 2 underground station, the largest of the four (4) powerplants in the La Grande Complex and the first scheduled for service, is located on the La Grande River, 69 miles inland from James Bay. Plates 5 and 12 give the location and general layout of the site respectively.

The maximum operating level is Elevation 575 ft and the minimum level 550 ft giving a live storage of 690 bcf.

The main dam, at mile 73, is rockfill with glacial till core. The total crest length is some 10 000 ft and the design calls for approximately 33 500 000 yd³ of embankment including cofferdams. A system of 30 dykes is needed to complete the damming of the forebay, requiring a total volume of 29 500 000 yd³ of embankments.

Construction of the main dam requires two (2) diversion tunnels, 48 ft wide, 59 ft high with a total length of 2 600 ft having a discharge of approximately 265 000 cfs at a headwater level of 255 ft.

Via a natural valley on the south bank, the water is channelled towards the powerhouse intakes which are located some four (4) miles downstream from the site of the main dam. The sixteen (16) water intakes are equipped with trashracks and fixed wheel gates. The sloping section of the penstocks is concrete-lined while their horizontal section has a steel lining. Plate 13 depicts a longitudinal section of the LG 2 powerplant.

The installed capacity of LG 2 will be some 5 328 MW, consisting of 16 units of 333 MW each. The powerplant has a total length of 1 584 ft and a width of 76 ft. The machine hall divides the powerplant into two sections of 8 units each, with an access tunnel 33 ft wide and 30 ft high. An elevator provides access to the center of the powerplant.

The surge chamber, downstream of the powerplant, is 64 ft wide, 147 ft high and 1 479 ft long and allows for level fluctuations between elevations 66 and 187 ft. A shaft, 30 ft in diameter, provides aeration.

The four (4) tailrace tunnels are 45 ft wide, 65 ft high and about 3 900 ft long; they can be closed by means of emergency gates that can be lowered into concrete slots built upstream of each of the tailrace tunnels.

The spillway is at the northern end of the main dam and consists of eight fixed wheel gates, 40 ft wide by 67 ft high with a total capacity of 540 000 cfs at elevation 575 ft.

Isolated phase bus ducts in 11-ft diameter vertical bus shafts, connect the ac generators to the 13.8 – 735-kV transformers installed in the substation above ground. Four 735-kV lines connect LG 2 to the southern system of the province and to the other powerplants in the Complex.

LG 3

The LG 3 site is at mile 148 inland on the La Grande River; the powerplant itself is situated on the left bank, whereas the diversion tunnels and the spillway are on an island in the river. Maximum and minimum headwater levels are 840 and 800 ft respectively, giving a live storage of 900 bcf. See Plate 6 for an area map and Plate 14 for a map of the LG 3 site.

The access road, 79 miles long, is located south of the LG 2 forebay and starts at a point on the Matagami – LG 2 highway, near Lake Yasinski. The Sakami River is bridged at the mouth of Sakami Lake.

The construction of the main dam requires two unlined diversion tunnels, 45 ft wide, 55 ft high and 1 279 long.

The powerplant built above ground consists of ten Francis turbines with a capacity of 192 MW each. See Plate 15 for a longitudinal section.

The 13.8 – 735 kV transformers are located on the upstream side of the powerplant at roof level; from there, three (3) lines lead to the Chissibi collecting substation, 2 miles south-west of the powerplant.

The spillway on the island in the river will be equipped with five fixed wheel gates, 40 ft wide, 67 ft high; its capacity is about 340 000 cfs at a maximum level of 840 ft.

The main dam is rockfill with glacial till core. A system of 50 dikes is required on the north and south banks to complete the damming of water at an Elevation of 840 ft. The total crest length of the dikes and dam is some 80 200 ft; their height varies between 10 and 300 ft and the total volume of embankment is about 42 800 000 yd³.

LG 4

The underground powerplant is located on the north bank, at mile 288, and consists of eight units of 254 MW each, under a net head of 376 ft. The maximum and minimum headwater operating levels are Elevations 1 235 ft and 1 200 ft respectively, giving a live storage of 250 bcf.

Plates 7 and 16 show maps of the area and the general layout of the site.

The access road between LG 3 and LG 4 runs on the south side of the LG 3 forebay and is 143 miles long. A temporary bridge provides access to the north bank for building camps.

The main dam closes off the river channel, and a system of ten dikes closes off the secondary valleys. The dam and the forebay dikes require a total volume of 47 000 000 yd³ of embankments.

One temporary diversion tunnel is required and is located on the south bank. It is 45 ft wide, 60 ft high and has a total length of 1 300 ft.

The powerhouse intakes are the same type as those of LG 2; the sloping section of the penstocks are concrete lined and the horizontal section has steel lining. (See Plate 17 for a longitudinal section of the powerplant).

The powerplant is 905 ft long, 85 ft wide and 162 ft high. The erection bay is located at the southern end. An access tunnel to the northern end measures 38 ft in width and 31 ft in height.

Eight shafts connect the generators to the 13.8 – 315-kV transmission station above ground. Two double-circuit 315-kV transmission lines, each 2 miles long, connect this substation to a 315 – 735-kV step-up substation on the north bank, west of the powerplant.

The surge chamber has a maximum width of 62 ft, a height of 160 ft and a length of 835 ft.

The two unlined tailrace tunnels are 50 ft wide, 65 ft high and 3 150 ft long.

The spillway located at the southern extremity of the main dam discharges excess waters into a secondary valley which rejoins the river three miles downstream via a series of channels excavated in the rock; the spillway has four gates, 40 ft wide by 65 ft high with a capacity of approximately 257 000 cfs at maximum level.

735-Kv extra high voltage transmission line; step-up, collecting and switching substations

Hydro-Québec's engineers have sole responsibility for designing the extra high voltage transmission lines as well as the step-up, collecting and switching substations. From 1973 to 1975, initial studies for transmission line routes were made and the westerly corridors were selected.

Plate 3 shows a schematic layout of substations and transmission lines.

Three corridors consisting of a total of five 735-kV transmission lines link the powerplants of the La Grande Complex with Hydro-Québec systems; two of these corridors, with a total of three lines, start at the LG 2 powerplant; one of these three transmission lines crosses the Radisson substation, through which it interconnects with the LG 1 powerplant. The third corridor starts at the Lemoyne substation west of the de Pontois River.

A double-circuit 315-kV line connects the LG 1 powerplant with the Radisson substation; one 735-kV transmission line connects the LG 2 powerplant directly to the Chissibi substation, 2 miles southwest of LG 3; another 735-kV line connects this substation to the Lemoyne substation and finally, two 735-kV lines link the Lemoyne substation with LG 4.

The total length of transmission lines is some 3 000 miles.

Other powerplants

The engineers of La Société d'énergie de la Baie James are presently studying the possibility of further hydroelectric development projects on the rivers and tributaries of the La Grande Complex, such as the LA 1 powerplant on the Laforge River and EM 1 on the Eastmain River.

The location of those two powerplants is shown on Plate 3; a double circuit 315-kV line will be required between LA 1 and LG 4 powerplants, and between EM 1 and the Nemaska substation, in the area of Nemaska Lake; a sixth line, 735-kV in voltage, will be required and will roughly follow the eastern corridor from the Lemoyne substation.

Other sites, upstream of these two powerplants, are also under consideration.

17 cartes dans l'Annexe 1 Voir Édition 2006 tableau liste des planches p. 148 à 164

JBNQA, Sch. 1
A. corr.

Annexe 2

Section 8 – Technical aspects

Clearing objectives and specifications of Le Complexe La Grande (1975)

1. Clearing to enhance reproduction of fish in forebays and reservoirs

Specific studies shall be made of each reservoir and forebay to determine suitable sites for selective clearing to enhance fish reproduction. In evaluating sites, these studies shall take into account

1. the ecology of fish concerned
 2. the water level fluctuations
 3. suitability of substrate
 4. proximity of natural spawning sites
 5. potential use of lake by native people
 6. exposure of shorelines to winds and currents
 7. experience from existing reservoirs and forebays.
2. The clearing of tributaries flowing into forebays and reservoirs to enhance fishing

The flooding of tributary streams may cause tree-kill along the banks and low lying ground. Dead trees falling into the water block stream passage which may prevent the up-stream movements of spawning fish such as walleye, sturgeon, brown trout and suckers. Consequently streams flowing into reservoirs and forebays with fish spawning potential and that are likely to experience problems from falling timber shall be considered priority areas for clearing. Areas selected to be cleared shall reflect:

- i) Potential use of these fish populations by Native people in subsistence; and
- ii) The potential of the stream for fish spawning.

Clearing objectives shall be to obtain a 5 foot clearance below the minimum drawdown level in the reservoir, and the clearing shall extend to at least the maximum water level in the areas selected.

3. Clearing to facilitate harvesting of fish

Subsistence fishing may be developed by Native people, in forebays and reservoirs with significant fish populations. Fishing sites are often adjacent to areas where fish concentrate for spawning or migration purposes, near spawning reefs and at the mouths of in-flowing streams. Suitable potential fishing sites shall be selected and considered priority areas for clearing.

The clearance shall assure 10 vertical feet of clear water below the minimum water level of the reservoir during the fishing season. Near the cleared fishing zones, docking points shall be cleared.

4. The clearing of navigation corridors

The clearing of navigation corridors shall be considered to allow for the use of reservoirs as freighter canoe and snowmobile travel routes to inland traplines and hunting and fishing areas. In certain cases the clearing of in-flowing tributary rivers and streams used as navigation routes shall also be considered to permit access to these rivers by canoe.

The clearing required for navigation corridors shall vary according to the particular features of each reservoir. Nevertheless, the depths of clear water should be at least 10 vertical feet below the minimum water level experienced in the reservoir during the ice-free season (between the beginning of May and the end of November).

5. The clearing of docking points

The clearing of docking points should be related mainly to security of Native people, fishermen or tourists. These docking points shall be selected in view of providing Native people with access to bush camps and facilitate their use of forebays and reservoirs.

Landing areas shall be cleared to provide a clearance of 5 feet of water below the minimum water level experienced during the ice-free season. This water level is calculated from the minimum predicted level that would be experienced from the beginning of May to the end of November.

6. The clearing of access ramps

Access ramps to reservoirs shall be provided at points easily accessible by road to permit the launching of canoes. Their location shall be related to cleared navigation corridors, subsistence fishing sites and the road network so as to provide access to reservoirs and forebays at all water levels during the navigation season.

Access ramps should be cleared for a strip up to a maximum of 500 feet along the shore outwards to obtain a 10 vertical feet clearance below minimum water level experienced in the ice-free season and upwards to the maximum water level. Inside the cleared strip, consideration shall be given for the construction of an access road down to the minimum water level.

7. Clearing to permit access by sea planes

Sea plane landing areas in reservoirs may be useful to Native people going to their traplines and carrying out other bush activities if the natural lakes do not provide landing site. Sheltered bays not likely to fill with drifting timber and flotsam and that could be boomed off are most suitable as landing sites.

Selected areas shall be cleared to obtain a depth of 5 feet clearance below minimum water level during ice-free season.

JBNQA, Sch. 2

A. corr.

Annexe 3

Section 8 – Technical aspects

CARTE (DÉBOISEMENT RESERVOIR OPINACA) Voir Édition 2006 p. 167

Annexe 4

Section 8 – Technical aspects

Permissible remedial works and programs

Preamble

No remedial works and programs can be carried without authorization of plans, budgets and administrative procedures for such remedial works and programs by resolution of the board of directors of SOTRAC.

Permissible remedial works and programs as referred to in paragraph 8.9.2 SOTRAC of the Agreement may include but not be limited to the following.

1.0 Trapping out, re-location and/or harvest of animals from areas to be flooded by forebays and reservoirs.

In general, SOTRAC shall work closely with La Société d'énergie de la Baie James to plan and execute the undertaking to trap out, harvest and/or capture and re-locate animals from the areas to be flooded by the forebays and the reservoirs. This undertaking more specifically consists of the following steps:

1.1 Trapping out and/or harvesting of animals in the areas to be flooded prior to the filling of forebays and reservoirs.

1.2 Capture and re-location of fauna from areas to be flooded by the forebays and reservoirs to other areas prior to the filling of the forebays and reservoirs.

1.3 Rescue and re-location and/or harvesting of animals during the filling of forebays and reservoirs from areas being flooded.

2.0 Re-organization of the traplines

SOTRAC jointly with the Cree trappers and with the advice of the Hunting Fishing Trapping Coordinating Committee shall plan and implement the required re-organization of the Cree traplines required due to loss of trapping areas by flooding in forebays and reservoirs and other project installations. This work may include the following steps:

2.1 Arrange and pay for cost of inter and intra Cree community meetings of the trappers to re-draft trapline boundaries.

2.2 Arrange and pay for reconnaissance visits for the Cree trappers to proposed new trapping areas.

2.3 Provide technical and financial assistance to the trappers for planning and development of new hunting fishing trapping camps, lodges, caches, landing places, portages and other hunting fishing trapping support facilities as required for efficient use of the re-organized traplines.

2.4 Provide technical and financial assistance to transfer equipment and supplies from camps, lodges, caches no longer in suitable locations for the re-organized traplines to the new locations described in .2.3 above.

2.5 Provide technical and financial assistance to the Cree trappers for other programs and undertakings which may be required for efficient implementation of the re-organization of the traplines.

3.0 Transportation subsidies

The re-organized traplines may increase travel distances from the Cree communities. To off-set the economic impact of such extended travel SOTRAC may provide technical and financial assistance to the Cree trappers for such periods SOTRAC may determine as follows.

3.1 To off-set incremental increase of cost of present modes of travel to the re-organized traplines.

3.2 To study, plan and implement alternative modes of transportation to and from traplines more suitable for the conditions encountered on the re-organized traplines.

3.3 To study, plan and implement other transportation related programs which will off-set impacts from the project and facilitate more efficient use of the re-organized traplines.

4.0 Programs to increase the efficiency of subsistence harvesting.

Recognizing the possibility for using areas of marginal economic yield for the re-organized traplines to off-set the loss of prime areas due to flooding and other projects features SOTRAC shall study, plan, implement and finance programs which may increase the efficiency of the subsistence harvesting such as:

4.1 Aerial inventories of beaver lodges, caribou herds, moose and other animals.

4.2 Alternative methods for harvesting.

4.3 Improved communications and logistics support for the trappers in the bush.

4.4 Other related programs.

5.0 Programs for development of hunting, fishing, trapping related activities.

Recognizing the potential reduced yields from hunting, fishing and trapping due to impacts of Le Complexe La Grande (1975) SOTRAC shall study, plan, implement and furnish financial assistance to the development of Cree hunting, fishing, trapping related activities such as:

5.1 Study, evaluation, development and operation in fur animal farms.

5.2 Contributions to education and training of Crees in the knowledge and skills required to carry on the hunting-fishing-trapping related activities such as tanning, fur manufacturing, etc.

5.3 Studies for installation of food preservation facilities to enhance barter or trade opportunities within and between the Cree communities of fish, meat, game and other subsistence harvest foods; but normally no construction of such facilities.

5.4 Studies related to development of hunting and trapping on the Off-Shore Islands and fishing in the Bay.

6.0 Works to improve habitats and increase the productivity of the environment.

Recognizing the Cree desire to maintain subsistence harvesting potential at the highest level practical within the productive capacity of the area affected by Le Complexe La Grande (1975) and the objectives of conservation set forth in the Hunting Fishing Trapping Section of the Agreement SOTRAC may study, analyze and implement undertakings designed to increase the potential for subsistence harvesting such as:

6.1 Stream management programs to improve spawning areas, nursery areas and the general capacity of rivers for holding desirable fish populations

6.2 Stream flow modification programs on rivers that have been diverted or whose flow regimes are affected by the project.

6.3 Channel improvement and dredging operations on rivers, estuaries and shore-line areas of James Bay to facilitate navigation by Cree people engaged in subsistence activities and also to facilitate fish passage.

6.4 Works to improve existing or create new waterfowl feeding, staging and nesting habitat.

6.5 Works on reservoirs and lakes to improve habitats for furbearer animals and to reduce erosion problems.

6.6 Stream, lake and reservoir bank stabilization works to improve habitats for furbearer animals and to reduce erosion problems.

6.7 The improvement and management of shoreline habitat along rivers and reservoirs.

6.8 The creation of embayments, especially at the mouths of rivers entering reservoirs to create optimal fish spawning and nursery areas and to create optimal habitat for fur-bearer animals.

6.9 Physical works that could lead to improvement of the habitats of fish, wildfowl, fur-bearer animals and big game.

7.0 The establishment of artificial fish spawning facilities in rivers and streams such as the creation of spawning channels and spawning boxes to replace natural areas lost due to the construction and operation of Le Complexe La Grande (1975).

8.0 The establishment of fish hatcheries to provide stocks for the forebays and reservoirs and rivers, lakes in which recruitment to natural fish populations is interfered with Le Complexe La Grande (1975), and/or for stocking existing lakes and rivers to off-set productivity loss in the project affected areas.

9.0 Re-stocking or introduction of specific species of fur-bearers and mammals under careful monitoring systems.

10.0 Specific Works. The following are examples of types of special remedial works which may be considered by SOTRAC.

10.1 The construction of a control structure on the outlet of Menouow Lake to stabilize water levels there and permit the development of a new shoreline habitat.

10.2 Creation of control structures in other localized regions of the Opinaca reservoir to maintain water levels and thus create habitat.

10.3 Channel improvement of the Eastmain downstream of the diversion point, particularly in the region of Islands, i.e. channelization of the river to north or south side of Islands Rapid and other locations along the river.

10.4 Stream improvement and management on the Miskimatao River flowing into the Eastmain on the south bank just above Island Rapids.

10.5 Stream management and habitat improvement of the Cold Water River flowing into the Eastmain on the south bank below the First Rapids.

10.6 Habitat improvement and stream management on the Opinaca River.

10.7 Dredging and channel improvement in the Eastmain estuary to permit access to and from Eastmain village.

10.8 Mile 23 La Grande, creation of a fish pass to permit passage of whitefish and cisco up La Grande beyond Mile 23 and possibly into tributary rivers downstream of Mile 44.

10.9 The management of water levels in selected bays along the James Bay coast to optimize their suitability as wildfowl feeding and staging areas, i.e. Goose Bay, Paul Bay, etc...

10.10 Channelization between Wastikun Island and the mainland on James Bay. This high rocky promontory approximately 15 miles north of Fort George along the coast is a hazard to safe coastal navigation to goose hunting areas and it might be possible to channelize the shallow passage about 200 ft. long between Wastikun Island and the mainland to permit safe passage of canoes under all weather conditions.

JBNQA, Sch. 4
A. corr.

JBNQA, s. 8
A. corr.